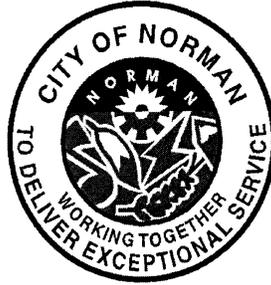


City of Norman, OK

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



Meeting Agenda

Tuesday, September 14, 2010

6:30 PM

Municipal Building Council Chambers

City Council

*Mayor Cindy Rosenthal
Council Member Alan Atkins
Council Member Tom Kovach
Council Member Hal Ezzell
Council Member Carol Dillingham
Council Member Rachel Butler
Council Member Jim Griffith
Council Member Doug Cubberley
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

Awards and Presentations

3 R-1011-42

RESOLUTION NO. R-1011-42: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, HONORING THE 2010 RECIPIENT OF THE CITIZENS HONOR ROLL OF SERVICE.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1011-42.

ACTION TAKEN: _____

4 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 5 through Item 41 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:

- 5 **GID-1011-60** APPROVAL OF THE CITY COUNCIL PLANNING AND COMMUNITY DEVELOPMENT MINUTES OF AUGUST 13, 2010; CITY COUNCIL STUDY SESSION MINUTES OF AUGUST 17, 2010; FINANCE COMMITTEE MINUTES OF AUGUST 18, 2010; PUBLIC MEETING MINUTES OF AUGUST 19, 2010; CITY COUNCIL CONFERENCE MINUTES OF AUGUST 24, 2010; CITY COUNCIL MINUTES OF AUGUST 24, 2010; NORMAN UTILITIES AUTHORITY MINUTES OF AUGUST 24, 2010; NORMAN MUNICIPAL AUTHORITY MINUTES OF AUGUST 24, 2010; NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF AUGUST 24, 2010; AND CITY COUNCIL SPECIAL SESSION MINUTES OF AUGUST 31, 2010.

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

ACTION TAKEN: _____

- 6 **ZO-1011-3** CONSIDERATION OF ADOPTION OF ORDINANCE NO. ZO-1011-3 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A UTILITY EASEMENT LOCATED ALONG THE WEST BOUNDARY OF LOT 4, BLOCK 3, CARRINGTON PLACE ADDITION, SECTION 8, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA. (4537 BELLINGHAM LANE)

ACTION NEEDED: Motion to Introduce and adopt Zoning Ordinance No. ZO-1011-3 upon First Reading by title.

ACTION TAKEN: _____

Attachments: ZO-1011-3

Location Map Carrington

Carrington UE Staff Report

Letter of Request Bailey

Legal Description and Location Maps

Carrington - OGE Letter

Minutes ZO-1011-3

Legislative History

8/26/10

Planning Commission

Recommended for Adoption at a subsequent City Council Meeting to the City Clerk Department

- 7 **O-1011-10** CONSIDERATION OF ORDINANCE NO. O-1011-10 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING ARTICLE XXVII, SECTIONS 13-2705 AND 13-2712 OF CHAPTER 13 OF THE CODE OF THE CITY OF NORMAN BY AMENDING THE SUPPORTING DOCUMENTS REQUIRED AND ADDING A PROVISION REGARDING SAFETY REQUIREMENTS OF BANNERS FOR THE EVENTS; AND PROVIDING FOR SPECIAL EVENTS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1011-10 upon First Reading by title.

ACTION TAKEN: _____ -

Attachments: O-1011-10-Special Events Amendment-Annotated
 O-1011-10-Special Events Amendment-Clean
 September 1 Oversight Minutes

- 8 **AP-1011-11** CONSIDERATION OF THE MAYOR'S APPOINTMENTS OF DALE WARES AND JOLENE RING TO THE CHILDREN'S RIGHTS COORDINATING COMMISSION; MARY FRANCIS AND DORINDA HARVEY TO THE ENFORCEMENT AUTHORITY; DAVE BOECK TO THE ENVIRONMENTAL CONTROL ADVISORY BOARD; ZEV TRACHTENBERG AND ROBERTA PAILES TO THE PLANNING COMMISSION; JONATHAN FOWLER TO THE PUBLIC ARTS BOARD; AND PEGGY ELLIS TO THE SOCIAL AND VOLUNTARY SERVICES COMMISSION.

ACTION NEEDED: Motion to confirm or reject the appointments:

ACTION TAKEN: _____

- 9 **R-1011-37** CONSIDERATION OF THE MAYOR'S APPOINTMENT AND ADOPTION OF RESOLUTION NO. R-1011-37 APPOINTING ROGER FRECH TO THE CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT.

ACTION NEEDED: Motion to confirm or reject the appointment; and, if confirmed, adopt Resolution No. R-1011-37 and direct the submission thereof to the Cleveland County District Court.

ACTION TAKEN: _____

Attachments: R-1011-37

- 10 **R-1011-38** CONSIDERATION OF THE MAYOR'S APPOINTMENT AND ADOPTION OF RESOLUTION NO. R-1011-38 APPOINTING BAXTER VIEUX TO THE CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT.

ACTION NEEDED: Motion to confirm or reject the appointment; and, if confirmed, adopt Resolution No. R-1011-38 and direct the submission thereof to the Cleveland County District Court.

ACTION TAKEN: _____

Attachments: R-1011-38

- 11 **BID-1011-14** CONSIDERATION AND AWARDED OF BID NO. 1011-14 FOR THREE (3) TRAFFIC SIGNAL CONTROLLER & CABINET ASSEMBLIES FOR THE TRAFFIC CONTROL DIVISION.

ACTION NEEDED: Motion to accept or reject the bid as meeting specifications; and, if accepted, award the bid in the amount of \$15,032.33 each for a total bid price of \$45,127 to Mid-American Signal, Inc., as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

12 BID-1011-16 CONSIDERATION AND AWARDING OF BID NO. 1011-16 FOR THE PURCHASE OF A FIRE TRUCK FOR THE FIRE DEPARTMENT.

ACTION NEEDED: Motion to accept or reject all bids meeting specifications; and, if accepted, award the bid in the amount of \$402,984 to Pierce Manufacturing as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

Attachments: Fire Engine Bid #1011-16 Comparisons August 12, 2010

13 BID-1011-19 CONSIDERATION AND AWARDING OF BID NO. 1011-19 FOR TRAFFIC SIGN FACES FOR THE TRAFFIC CONTROL DIVISION.

ACTION NEEDED: Motion to accept or reject all bids meeting specifications on Section 1; and, if accepted, award the bid to Hall Signs, Inc., in the amount of \$1.32 per square foot as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

ACTION NEEDED: Motion to accept or reject all bids meeting specifications on Sections 2, 3, 4, 5, and 6; and, if accepted, award the bid to Vulcan Signs as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

ACTION NEEDED: Motion to accept or reject all bids meeting specifications on Sections 7, 8, 9, and 10; and, if accepted, award the bid to Custom Products Corporation as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

Attachments: Material Bids

- 14 **BID-1011-20** CONSIDERATION AND AWARDING OF BID NO. 1011-20 FOR GALVANIZED STEEL SIGN POSTS FOR THE TRAFFIC CONTROL DIVISION.

ACTION NEEDED: Motion to accept or reject all bids meeting specifications on Sections 1 and 4; and, if accepted, award the bid to Custom Products Corporation as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

ACTION NEEDED: Motion to accept or reject all bids meeting specifications on Sections 2 and 3; and, if accepted, award the bid to Centerline Supply, LTD., as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

Attachments: Material Bids

- 15 **BID-1011-21** CONSIDERATION AND AWARDING OF BID NO. 1011-21 FOR TRAFFIC PAINT GLASS BEADS FOR THE TRAFFIC CONTROL DIVISION.

ACTION NEEDED: Motion to accept or reject all bids meeting specifications; and, if accepted, awarded the bid to Paving Maintenance Supply, Inc., in the amount of \$0.347 per pound as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

Attachments: Material Bids

- 16 **BID-1011-22** CONSIDERATION AND AWARDING OF BID NO. 1011-22 FOR FLUORESCENT TRAFFIC CONES FOR THE TRAFFIC CONTROL DIVISION.

ACTION NEEDED: Motion to accept or reject all bids meeting specifications; and, if accepted, award the bid to Barco Municipal Products, Inc., in the amount of \$8.00 per cone as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

Attachments: Material Bids

17 **BID-1011-23** CONSIDERATION AND AWARDING OF BID NO. 1011-23 FOR TRAFFIC SIGNS AND ACCESSORIES FOR THE TRAFFIC CONTROL DIVISION.

ACTION NEEDED: Motion to accept or reject all bids meeting specifications on Sections 1 and 2; and, if accepted, award the bids to Vulcan Signs as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

ACTION NEEDED: Motion to accept or reject all bids meeting specifications on Sections 3A, 3C, and 3D; and, if accepted, award the bids to Hall Signs, Inc., as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

ACTION NEEDED: Motion to accept or reject all bids meeting specifications on Section 3B; and, if accepted, award the bid to Centerline Supply, LTD., as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

ACTION NEEDED: Motion to accept or reject all bids meeting specifications on Section 3E; and, if accepted, award the bid to Hall Signs, Inc., and Custom Products Corporation as the lowest and best bidders meeting specifications.

ACTION TAKEN: _____

ACTION NEEDED: Motion to accept or reject all bids meeting specifications on Section 3F; and, if accepted, award the bid to Custom Products Corporation as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

Attachments: Material Bids

- 18 **TMP-81** CONSIDERATION OF AUTHORIZATION FOR THE PURCHASE OF A DEWATERED SLUDGE STORAGE BASIN ROOF IN THE AMOUNT OF \$31,800 FROM NUNEZ BROTHERS FOR THE WASTEWATER TREATMENT PLANT.

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to approve or reject authorization for the purchase of a dewatered sludge storage basin roof from Nunez Brothers in the amount of \$31,800.

ACTION TAKEN: _____

Attachments: Quote from Nunez

- 19 **TMP-83** CONSIDERATION OF AUTHORIZATION FOR THE PURCHASE OF NAVILINE ENHANCED USER INTERFACE SOFTWARE FROM SUNGARD PUBLIC SECTOR IN THE AMOUNT OF \$83,626.70 FOR THE FINANCE DEPARTMENT.

ACTION NEEDED: Motion to approve or reject authorization for the purchase of NaviLine Enhanced User Interface Software in the amount of \$83,626.70 from SunGuard Public Sector for the Finance Department.

ACTION TAKEN: _____

Attachments: NaviLine Proposal
 PR Sungard

- 20 **TMP-93** CONSIDERATION OF THE ACCEPTANCE OF A DONATION OF ONE (1) BOMB SUIT AND ONE (1) BOMB SUIT HELMET VALUED AT \$18,994.51 FROM THE OKLAHOM OFFICE OF , HOMELAND SECURITY TO BE USED BY THE POLICE DEPARTMENT HAZARDOUS DEVICES UNIT.

ACTION NEEDED: Motion to accept or reject a donation of one (1) bomb suit and one (1) bomb helmet valued at \$18,994.51 from the Oklahoma Office of Homeland Security to be used by the Police Department Hazardous Devices Unit.

ACTION TAKEN: _____

Attachments: Bomb suit and helmet receipt.pdf

21 **TMP-92** CONSIDERATION OF THE ACCEPTANCE OF A DONATION OF TWO (2) MOUNTAIN BIKES VALUED AT \$1400 FROM THE NORMAN TARGET STORE TO BE USED BY THE NORMAN POLICE DEPARTMENT.

ACTION NEEDED: Motion to accept or reject two (2) mountain bikes valued at \$1400 from the Norman Target Store to be used by the Norman Police Department.

ACTION TAKEN: _____

22 **E-1011-16** PERMANENT EASEMENT NO. E-1011-16: CONSIDERATION OF ACCEPTANCE OF A PERMANENT DRAINAGE EASEMENT DONATED BY NORMAN PROPERTY DEVELOPMENT, L.L.C., IN CONNECTION WITH THE 2010 DRAINAGE PROJECTS.

ACTION NEEDED: Motion to accept or reject Easement No. E-1011-16; and, if accepted, direct the filing thereof with the Cleveland County Clerk.

ACTION TAKEN: _____

Attachments: Location Map Sooner Dialysis.pdf
 E-1011-16
 Exhibit A Sooner Dialysis.pdf
 Map of easements

23 **E-1011-19** TEMPORARY EASEMENT NO. E-1011-19: CONSIDERATION OF ACCEPTANCE OF A TEMPORARY CONSTRUCTION EASEMENT DONATED BY NORMAN PROPERTY DEVELOPMENT, L.L.C., IN CONNECTION WITH THE FYE 2010 DRAINAGE PROJECT.

ACTION NEEDED: Motion to accept or reject Temporary Easement No. E-1011-19; and, if accepted, direct the filing thereof with the City Clerk.

ACTION TAKEN: _____

Attachments: E-1011-19
 Location Map Sooner Dialysis.pdf
 Exhibit A Sooner Dialysis.pdf
 Map of easements

- 24 FP-1011-2 CONSIDERATION OF A FINAL PLAT FOR MURDOCK VILLAGE ADDITION, A REPLAT OF A PORTION OF LOT 1 AND LOT 1A, BLOCK 3, NORMANDY ACRES FIRST ADDITION, GENERALLY LOCATED SOUTH AND WEST OF THE CORNER OF WEST MAIN STREET AND 24TH AVENUE S.W.

ACTION NEEDED: Motion to approve or reject the final plat for Murdock Village Addition, a replat of a portion of Lot 1 and Lot 1A, Block 3, Norman Acres First Addition; 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:** Agenda Item - Murdock Village Add.
 Location Map - Murdock Village
 Murdock Village Staff Report
 Final Plat Murdock Village
 Site Plan Murdock Village
 Preliminary Plat Murdock Village
 Minutes FP-1011-2

Legislative History

8/26/10	Planning Commission	Recommended for Adoption at a subsequent City Council Meeting to the City Clerk Department
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- 25 OK-DR-1917 CONSIDERATION OF ACCEPTANCE OF REIMBURSEMENT OF FUNDS IN THE AMOUNT OF \$37,665.81 FROM FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR TORNADO RELATED DAMAGE DURING MAY 2010.

ACTION NEEDED: Motion to accept or reject reimbursement of funds in the amount of \$37,665.81 from FEMA for tornado related damage during May 2010; and, if accepted, increase FEMA Reimbursements (010-0000-334.13-28) by \$37,665.81.

ACTION TAKEN: _____

- Attachments:** Check - FEMA OK-DR-1917 - #1 - streets, parks, fire, police
 Project Worksheets - FEMA OK-DR-1917 - #008, #011, #012 - May 2010

- 26 **SC-1011-4** SPECIAL CLAIM NO. SC-1011-4: A CLAIM SUBMITTED BY LEON WASHINGTON IN THE REDUCED AMOUNT OF \$3,000 FOR DAMAGES TO HIS VEHICLE AND MEDICAL EXPENSES DUE TO AN ACCIDENT WITH A POLICE VEHICLE.

ACTION NEEDED: Motion to approve or reject Special Claim No. SC-1011-4; and, if approved, direct payment in the reduced amount of \$3,000 contingent upon obtaining a Release and Covenant Not to Sue from Leon Washington.

ACTION TAKEN: _____

Attachments: Washington Claim
 Staff memorandum - Washington Claim

- 27 **K-1011-54** CONTRACT NO. K-1011-54: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND SOONER THEATRE, INC., IN THE AMOUNT OF \$65,274 FOR THE OPERATION OF SOONER THEATRE LOCATED AT 101 EAST MAIN STREET.

ACTION NEEDED: Motion to approve or reject Contract No. K-1011-54 with Sooner Theatre, Inc., in the amount of \$65,274; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Attachments: Fund Disbursement-Sooner Theatre

- 28 K-1011-58 CONTRACT NO. K-1011-58; A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CARRINGTON PLACE PROPERTY OWNERS ASSOCIATION TO PERMIT THE ASSOCIATION TO INSTALL LANDSCAPING ON TWO TRAFFIC CIRCLES ON CARRINGTON LANE AT ITS INTERSECTIONS WITH WARRINGTON WAY AND WHITMERE COURT.

ACTION NEEDED: Motion to approve or reject Contract No. K-1011-58 with Carrington Place Property Owners Association; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Attachments: Contract K-1011-58
 Location Map
 Certificate of Insurance

- 29 K-1011-68 CONTRACT NO. K-1011-68; A PIPELINE LICENSE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN AND BURLINGTON NORTHERN SANTA FE (BNSF) RAILWAY COMPANY IN THE AMOUNT OF \$5,844 IN ORDER TO INSTALL A FIBER OPTIC CONDUIT UNDER RAILROAD RIGHT-OF-WAY IN CONNECTION WITH THE LINDSEY STREET WIDENING PROJECT FROM CLASSEN BOULEVARD TO JENKINS AVENUE.

ACTION NEEDED: Motion to approve or reject Contract No. K-1011-68, a pipeline license agreement with BNSF Railway Company in the amount of \$5,844; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Attachments: K-1011-68 with BNSF.pdf
 Project Map (East Lindsey).pdf
 BNSF Req No 175803.pdf

- 30 K-1011-69 CONSIDERATION OF THE ACCEPTANCE OF AN URBAN AND COMMUNITY FORESTRY ASSISTANCE GRANT FROM THE OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY IN THE AMOUNT OF \$10,000 FOR THE PURPOSE OF HIRING CONTRACTUAL FORESTRY SERVICES FOR THE PARKS AND RECREATION DEPARTMENT, APPROVAL OF CONTRACT NO. K-1011-69, AND BUDGET APPROPRIATION.

ACTION NEEDED: Motion to accept or reject an Urban and Community Forestry Assistant Grant from the Oklahoma Department of Agriculture, Food, and Forestry in the amount of \$10,000 for the purpose of hiring contractual forestry services; and, if accepted, approve Contract No. K-1011-69; authorize execution of the contract; appropriate \$10,000 from Special Grant Fund Balance (022-0000-253.20-00) to Project No. PF0002, Urban Forestry Staff Grant, Professional Services (022-7074-452.40-99); and upon reimbursement, increase Forestry Grant Revenue (022-0000-331.13-59) by \$10,000.

ACTION TAKEN: _____

Attachments: K-1011-69

- 31 K-1011-70 CONTRACT NO. K-1011-70: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND TOM'S QUALITY CONSTRUCTION IN THE AMOUNT OF \$43,055 FOR THE MOORE-LINDSAY HOUSE EXTERIOR PAINTING PROJECT AND ADOPTION OF RESOLUTION NO. R-1011-28.

ACTION NEEDED: Motion to approve or reject Contract No. K-1011-70 with Tom's Quality Construction in the amount of \$43,055; and, if approved, authorized the execution thereof and adopt Resolution No. R-1011-28.

ACTION TAKEN: _____

Attachments: Tabulation for Moore-Lindsey House
K-1011-70
R-1011-28

- 32 K-1011-72 CONSIDERATION OF THE ACCEPTANCE OF AN ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) GRANT IN THE AMOUNT OF \$205,143 FOR COMPRESSED NATURAL GAS (CNG) VEHICLE REPLACEMENT AND ONE (1) LIQUID PROPANE ZERO TURN MOWER FOR THE FLEET MAINTENANCE DIVISION, APPROVAL OF CONTRACT NO. K-1011-72, AND BUDGET APPROPRIATION.

ACTION NEEDED: Motion to accept or reject a grant from ACOG in the amount of \$205,143 for CNG vehicle replacement and one (1) liquid propane zero turn mower for the Fleet Maintenance Division; and, if accepted, approve Contract No. K-1011-72; authorize execution of the contract; and appropriate 90,729 from the Capital Fund Balance (050-0000-253.20-00) and appropriate \$68,758 into Service Equipment/Trucks and Vans (022-5080-433.50-03), \$21,232 into Service Equipment/Heavy Duty (022-5080-433.50-08) and \$739 into Service Equipment/Trucks and Vans (010-5071-435.50-03).

ACTION TAKEN: _____

Attachments: Table - estimated costs and savings for 4.pdf
2010 PFCG CityofNorman 2010-R2-APR-Norman
City of Norman Round 2 PFCG Application 2010
City of Norman Change of Scope Request 2010-Round 2
Quotes for Vehicles (3)

33 2009-15620 R

CONSIDERATION OF THE CITY ATTORNEY'S RECOMMENDATION FOR APPROVAL OF A COURT ORDER TOTALING \$25,556.58 REGARDING MARK CASTELL VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC-2009-15620 R.

ACTION NEEDED: Motion to approve or reject the City Attorney's recommendation; and if approved, authorize compliance with the Workers' Compensation Court Order and direct payment of claims totaling \$25,556.58 which will constitute judgment against the City of Norman.

ACTION TAKEN: _____

Attachments: Castell-Award Table Attachment 1
 Castell Court Order Attachment 2
 Castell Reqs Attachment 3

34 2009-12760L CONSIDERATION OF THE CITY ATTORNEY'S RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE AMOUNT OF \$7,923.91 REGARDING ERNIE MARTIN JENKINS VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC-2009-12760 L.

ACTION NEEDED: Motion to approve or reject the City Attorney's recommendation; and, if approved, authorize compliance with the Workers' Compensation Court Order and direct payment of claims in the amount of \$7,923.91 which will constitute judgment against the City of Norman.

ACTION TAKEN: _____

Attachments: Jenkins Order Attachment 1
 Jenkins Reqs Attachment 2

- 35 2008-12578 X CONSIDERATION OF THE CITY ATTORNEY'S RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE AMOUNT OF \$5,582.60 REGARDING ALLEN SHELTON VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC-2008-12578 X.

ACTION NEEDED: Motion to approve or reject the City Attorney's recommendation; and, if approved, authorize compliance with the Workers' Compensation Court Order and direct payment of claims in the amount of \$5,582.60 which will constitute judgment against the City of Norman.

ACTION TAKEN: _____

Attachments: Shelton Court Order Attachment 1
 Shelton Reqs Attachment 2

- 36 2010-01029L CONSIDERATION OF THE CITY ATTORNEY'S RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE AMOUNT OF \$76,274.23 REGARDING JONATHAN C. STAMPER VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC-2010-01029 L.

ACTION NEEDED: Motion to approve or reject the City Attorney's recommendation; and, if approved, authorize compliance with the Workers' Compensation Court Order and direct payment of claims in the amount of \$76,274.23 which will constitute judgment against the City of Norman.

ACTION TAKEN: _____

Attachments: Attachment 1
 Court Order Stamper
 Order on Appeal Stamper
 Purchase Requisitions Stamper

- 37 R-1011-33 RESOLUTION NO. R-1011-33: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN APPROPRIATING \$75,600 FROM THE PUBLIC SAFETY SALES TAX FUND IN ORDER TO COMPLETE THE PURCHASE OF POLICE VEHICLES FOR FYE 2011.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1011-33.

ACTION TAKEN: _____

Attachments: R-1011-33

- 38 R-1011-35 RESOLUTION NO. R-1011-35: A RESOLUTION OF COUNCIL OF THE CITY OF NORMAN, OKLAHOMA APPROPRIATING \$790 FROM THE ROOM TAX FUND BALANCE; \$84,945 FROM THE GENERAL FUND BALANCE; \$59,787 FROM THE CAPITAL FUND BALANCE; \$759 FROM NEW DEVELOPMENT EXCISE FUND BALANCE; \$95 FROM THE HALL PARK DEBT SERVICE FUND BALANCE; AND \$160 FROM THE DEBT SERVICE FUND BALANCE TO CLEAR NEGATIVE FYE 2010 EXPENDITURE BALANCES.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1011-35.

ACTION TAKEN: _____

Attachments: R-1011-35

- 39 P-1011-2 PROCLAMATION NO. P-1011-2: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SUNDAY, OCTOBER 10, 2010, AS CROP HUNGER WALK DAY IN THE CITY OF NORMAN.

ACTION NEEDED: Motion to acknowledge receipt of Proclamation No. P-1011-2 proclaiming Sunday, October 10, 2010, as CROP Hunger Walk Day in the City of Norman and direct the filing thereof.

ACTION TAKEN: _____

Attachments: P-1011-2

- 40 P-1011-4 PROCLAMATION NO. P-1011-4: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SEPTEMBER 17 THROUGH 23, 2010, AS CONSTITUTION WEEK IN THE CITY OF NORMAN.

ACTION NEEDED: Motion to acknowledge receipt of Proclamation No. P-1011-4 proclaiming September 17 through 23, 2010, as Constitution Week in the City of Norman and direct the filing thereof.

ACTION TAKEN: _____

Attachments: P-1011-4

- 41 P-1011-5 PROCLAMATION NO. P-1011-5: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE SEPTEMBER 20 THROUGH 24, 2010, AS SENIOR ADULT DAY SERVICES WEEK IN THE CITY OF NORMAN.

ACTION NEEDED: Motion to acknowledge receipt of Proclamation No. P-1011-5 proclaiming September 20 through 24, 2010, as Senior Adult Day Services Week in the City of Norman and direct the filing thereof.

ACTION TAKEN: _____

Attachments: P-1011-5

Non-Consent Items

- 42 K-1011-75 CONTRACT NO. K-1011-75: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN TAX INCREMENT FINANCE AUTHORITY; UNIVERSITY NORTH PARK, LLC; UNIVERSITY TOWN CENTER, LLC; NORMAN ECONOMIC DEVELOPMENT COALITION; AND THE UNIVERSITY OF OKLAHOMA FOUNDATION, INC., FOR THE UNIVERSITY NORTH PARK ECONOMIC DEVELOPMENT AGREEMENT.

ACTION NEEDED: Acting as the City Council and the Norman Tax Increment Finance Authority, motion to approve or reject Contract No. K-1011-75 with University North Park, LLC, University Town Center, LLC; Norman Economic Development Coalition; and University of Oklahoma Foundation, Inc., the University North Park Economic Development Agreement; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Attachments: Agenda Memo - ED Dev Agrmt FINAL
 Executive Summary
 Development Agreement K-1011-75

43 R-1011-39 RESOLUTION NO. R-1011-39: A RESOLUTION OF THE NORMAN TAX INCREMENT FINANCE AUTHORITY APPROVING CONCURRENCE IN AGREEMENT OF THE NORMAN ECONOMIC DEVELOPMENT COALITION TO FINANCE THE ACQUISITION OF PROPERTY FOR ECONOMIC DEVELOPMENT PURPOSES, WITHIN THE UNIVERSITY NORTH PARK ECONOMIC DEVELOPMENT PROJECT.

ACTION NEEDED: Acting as the Norman Tax Increment Finance Authority, motion to adopt or reject Resolution No. R-1011-39.

ACTION TAKEN: _____

- Attachments:** Agenda Memo - ED Dev Agrmt FINAL
Res of NTIFA authorizing 9-2-10
Republic Bank-NEDC term sheet
Final Plat
Final Plat 2-PUD
Final Plat 3-Corp Ctr Addn Sec 1
Rev Prelim Plat Ex A

- 44 R-1011-40 RESOLUTION NO. R-1011-40: A RESOLUTION APPROVING THE INCURRENCE OF INDEBTEDNESS BY THE NORMAN TAX INCREMENT FINANCE AUTHORITY (THE "AUTHORITY") ISSUING ONE OR MORE SERIES OF ITS TAX INCREMENT REVENUE NOTES (COLLECTIVELY, THE "TIF NOTES"); APPROVING THE INCURRENCE OF INDEBTEDNESS BY THE AUTHORITY ISSUING ONE OR MORE SERIES OF ITS ECONOMIC DEVELOPMENT REVENUE NOTES (COLLECTIVELY, THE "DEVELOPMENT NOTES"); WAIVING COMPETITIVE BIDDING WITH RESPECT TO THE SALE OF SAID TIF NOTES AND SAID DEVELOPMENT NOTES AND APPROVING THE PROCEEDINGS OF THE AUTHORITY PERTAINING TO THE SALE OF SAID TIF NOTES AND SAID DEVELOPMENT NOTES; PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE INDENTURES AUTHORIZING THE ISSUANCE OF SAID TIF NOTES AND SAID DEVELOPMENT NOTES; APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT TO REMIT FUNDS AND SECURITY AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA (THE "CITY") AND THE AUTHORITY PERTAINING TO THE PLEDGE OF CERTAIN SALES TAX INCREMENT REVENUES AND AD VALOREM TAX INCREMENT REVENUES TO THE REPAYMENT OF THE TIF NOTES; APPROVING AND AUTHORIZING EXECUTION OF ONE OR MORE SECURITY AGREEMENTS PERTAINING TO THE REPAYMENT OF THE DEVELOPMENT NOTES; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1011-40.

ACTION TAKEN: _____

Attachments: Agenda Memo - ED Dev Agrmt FINAL
09 Resolution City R-1011-40 (2)

- 45 R-1011-41 RESOLUTION NO. R-1011-41: A RESOLUTION AUTHORIZING THE NORMAN TAX INCREMENT FINANCE AUTHORITY (THE "AUTHORITY") TO ISSUE ONE OR MORE SERIES OF TAX INCREMENT REVENUE NOTES (COLLECTIVELY, THE "TIF NOTES") IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$8,250,000; AUTHORIZING THE AUTHORITY TO ISSUE ONE OR MORE SERIES OF ECONOMIC DEVELOPMENT REVENUE NOTES (COLLECTIVELY, THE "DEVELOPMENT NOTES") IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$8,250,000; WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE TIF NOTES AND THE DEVELOPMENT NOTES TO BE SOLD ON A NEGOTIATED BASIS; APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT TO REMIT FUNDS AND SECURITY AGREEMENT BY AND BETWEEN THE CITY AND THE AUTHORITY PERTAINING TO A PLEDGE OF CERTAIN SALES TAX INCREMENT REVENUE AND AD VALOREM TAX INCREMENT REVENUE TO THE REPAYMENT OF THE TIF NOTES; APPROVING AND AUTHORIZING EXECUTION OF ONE OR MORE SECURITY AGREEMENTS PERTAINING TO THE REPAYMENT OF THE DEVELOPMENT NOTES; APPROVING AND AUTHORIZING EXECUTION OF GENERAL BOND INDENTURES AND SERIES SUPPLEMENTAL NOTE INDENTURES, AS APPROPRIATE (COLLECTIVELY, THE "INDENTURES") AUTHORIZING THE ISSUANCE AND SECURING THE PAYMENT OF THE TIF NOTES AND THE DEVELOPMENT NOTES; PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE INDENTURES; AUTHORIZING AND DIRECTING THE EXECUTION OF THE TIF NOTES AND THE DEVELOPMENT NOTES AND OTHER DOCUMENTS RELATING TO THE TRANSACTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

ACTION NEEDED: Acting as the Norman Tax Increment Finance Authority, motion to adopt or reject Resolution No. R-1011-41.

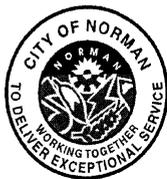
ACTION TAKEN: _____

Attachments: Agenda Memo - ED Dev Agrmt FINAL
08 Resolution Authority R-1011-41

46 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.

47 Adjournment



**CITY COUNCIL AGENDA
SEPTEMBER 14, 2010**

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

Item No. 6

Text File Number: ZO-1011-3

Introduced: 7/13/2010 by Doug Koscinski

Current Status: Consent Item

Version: 1

Matter Type: Zoning Ordinance

Title

CONSIDERATION OF ADOPTION OF ORDINANCE NO. ZO-1011-3 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A UTILITY EASEMENT LOCATED ALONG THE WEST BOUNDARY OF LOT 4, BLOCK 3, CARRINGTON PLACE ADDITION, SECTION 8, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA. (4537 BELLINGHAM LANE)

ACTION NEEDED: Motion to Introduce and adopt Zoning Ordinance No. ZO-1011-3 upon First Reading by title.

ACTION TAKEN: _____

BACKGROUND: While there is an administrative procedure that can be utilized to eliminate or move an existing lot line, that action has no effect on any platted easement, as such action requires the concurrence of all of the franchised utility companies who have rights to that easement. The agent for the lot owner has submitted a request to close, and ultimately vacate, a platted five-foot utility easement that lies between Lots 3 and 4 of Carrington Place Addition, Section 8. Once that easement is eliminated, the owner can proceed with an administrative Lot Line Adjustment.

DISCUSSION: OG&E is the only franchised utility with facilities in this easement, and has no objection to relocating their line as long as a new easement is granted that meets their needs.

RECOMMENDATION: At a special meeting held on August 26, 2010, the Planning Commission unanimously supported this request, and recommended approval of the ordinance which would close the easement. There are no City facilities within this five-foot easement. Staff recommends approval of this request, and submits this item for City Council consideration.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A UTILITY EASEMENT LOCATED ALONG THE WEST BOUNDARY OF LOT 4, BLOCK 3, CARRINGTON PLACE ADDITION, SECTION 8, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (4537 BELLINGHAM LANE)

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

- § 1. That, pursuant to Resolution No. R-8182-66, Carrington Place, L.L.C., owner of the subject property, has petitioned the City to have the utility easement along the western boundary of Lot 4, Block 3, Carrington Place Addition, Section 8, closed; and
- § 2. That, also pursuant to Resolution No. R-8182-66, the proper notice has been given and the maps, memoranda, and other items required by said resolution have been presented to this Council; and
- § 3. That, also pursuant to Resolution No. R-8182-66, a public hearing has been held regarding said closing; and
- § 4. That the utility easement along the western boundary of Lot 4, Block 3, Carrington Place Addition, Section, hereafter described, to wit:

The South 146.55 feet of the West 5 feet of Lot 4, Block 3, of Carrington Place Addition, Section 8, to the City of Norman, Cleveland County

is hereby closed.

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

ADOPTED this _____ day
of _____, 2010.

NOT ADOPTED this _____ day
of _____, 2010.

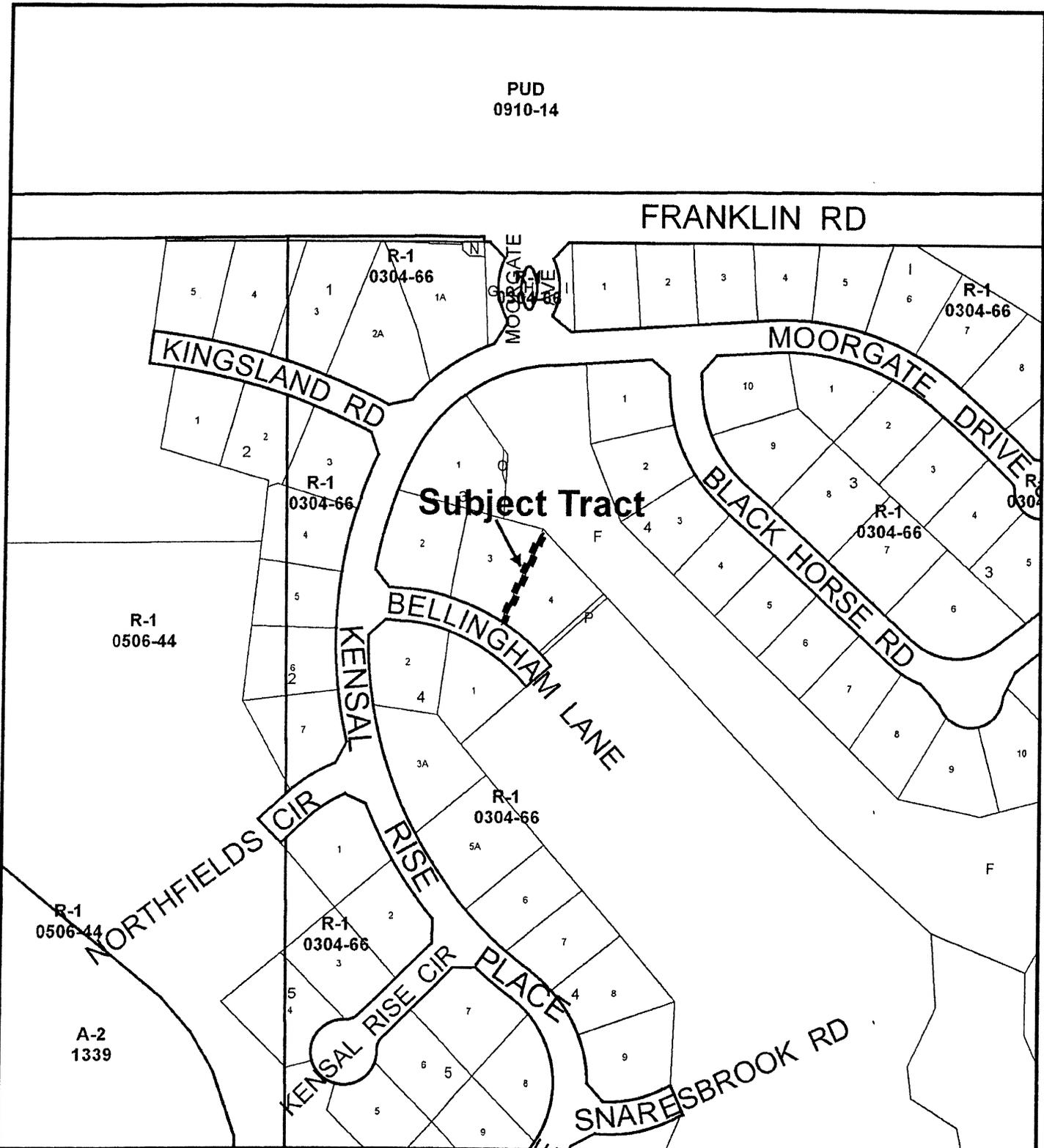
Mayor

Mayor

ATTEST:

City Clerk

PUD
0910-14



Location Map



Map Produced by the City of Norman
Geographic Information System.
(405) 366-5436

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



August 31, 2010

0 100 200 Ft.

 Subject Tract

 Zoning

ORDINANCE NO. ZO-1011-3

ITEM NO. 8

STAFF REPORT

GENERAL INFORMATION

APPLICANT

Bailey Law Offices, agent for the owner,
Carrington Place, L.L.C.

REQUESTED ACTION

Closure of the 5' utility easement located
along the west boundary of Lot 4, Block 3,
CARRINGTON PLACE ADDITION
SECTION 8

BACKGROUND. The developer of this subdivision is in the process of selling Lot 4 and a portion of Lot 3 to a homebuilder, who intends to build a larger home that will be centered within the new lot. A Lot Line Adjustment will be submitted to eliminate the lot line that separates the two lots. The west side of Lot 4 contains a five-foot utility easement, which is not eliminated when a Lot Line Adjustment is accomplished. The owner has submitted this request to eliminate that easement, which will be necessary before any new home could be constructed on the larger lot.

DISCUSSION. Notice has been provided to all franchised utility holders, who are asked if they object to the elimination of the easement. Other than OG&E, no objections have been received from any utility companies. The lot owner has been in contact with OG&E, who has agreed to relocate an existing underground line from the west side of Lot 4 to the east side of the lot, once a new five-foot utility easement has been granted. There is a city sewer line across the front of the lot, and closing the five-foot easement along the side of the lot will not affect that sewer line.

RECOMMENDATION. No city facilities will be affected if this easement is closed and vacated. No objections were received from any franchised utility companies. OG&E does not object provided they are provided with a new easement, and paid to relocate the line. Staff supports this request to close the easement, and recommends approval of the ordinance closing the easement with the condition that a new easement is granted for the relocated line.

BAILEY LAW OFFICES

301 EAST EUFAULA
P.O. BOX 1521
NORMAN, OKLAHOMA 73070-1521
PHONE: 405/329-6600
FAX: 405/329-6634

R. LINDSAY BAILEY
ATTORNEY AT LAW

OF COUNSEL
DAVID A. POARCH

June 14, 2010

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

RE: Proposed vacation of utility easement

Dear Ms. Hall:

Enclosed please find the following:

1. Petition executed by the owner of the front footage of the easement proposed for closing.

2. The easement proposed for closing is described as follows:

The South 146.55 feet of the West 5 feet of Lot 4, Block 3, of CARRINGTON PLACE ADDITION SECTION 8, to the City of Norman, Cleveland County, Oklahoma.

3. Three copies of the 300 foot ownership list.

4. Three copies of a map reflecting the ownership list and the easement to be closed.

5. \$400 filing fee.

Please review the enclosed and if it satisfies your requirements include this application upon the next planning commission agenda.

Thank you for your assistance.

Sincerely,



R. LINDSAY BAILEY

FILED IN THE OFFICE
OF THE CITY CLERK
ON 6-15-10

PETITION TO PARTIALLY VACATE EASEMENT

WE, the undersigned, being all of the owners of the total front footage of the public easement described below request the closing of a public easement, described as:

The South 146.55 feet of the West 5 feet of Lot 4, Block 3, of CARRINGTON PLACE ADDITION SECTION 8, to the City of Norman, Cleveland County, Oklahoma.

CARRINGTON PLACE, L.L.C.

By: 
RICHARD McKOWN, Manager

6-14-10
DATE

CARRINGTON PLACE ADDITION SECTION 8

PART OF THE N.W./4, SEC.10,T9N,R3W,I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA

From: Carrington Place LLC

To: The Public

TOTAL LOTS = 38

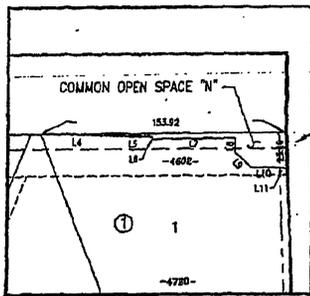
Doc#: P 2009 8

Blk&Pg: PL 22 47-48

Filed: 04-30-2009 BB

10:32:53 AM PL

Cleveland County, OK



COMMON OPEN SPACE 'N' DETAIL
SCALE: 1" = 50'

NUMBER	BEARING	DISTANCE
N1	S89°27'49" W	2646.12
N2	S89°27'49" W	31.32
N3	S89°27'49" W	11.20
N4	S89°27'49" W	21.70
N5	S89°27'49" W	2.88
N6	S89°27'49" W	11.91
N7	S89°27'49" W	1.22
N8	S89°27'49" W	2.88

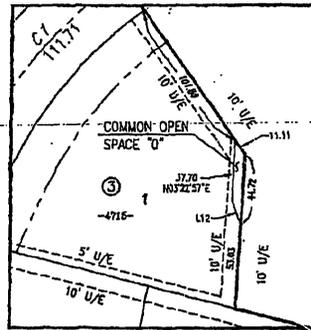
THE BASIS OF BEARING FOR THIS FINAL PLAT IS THE OKLAHOMA STATE PLANE COORDINATES (SOUTH ZONE)
SET 3/8" LP.'S W/ CA 5534 CAPS AT ALL PROPERTY CORNERS

LEGAL DESCRIPTION

A tract of land being a part of the Northwest Quarter (NW ¼), Section 10, Township 9 North (T9N), Range 3 West (R3W), of the Indian Meridian, Norman, Cleveland County, Oklahoma, being more particularly described as follows:

COMMENCING at the Northeast corner of the N.E. ¼ of said Section 10;
THENCE South 89°27'49" West along the North line of said Section 10 a distance of 2646.12 feet to the N.W. corner of said N.E. ¼; THENCE South 89°53'55" West along said North line of said Section 30 a distance of 1013.31 feet to the POINT OF BEGINNING;

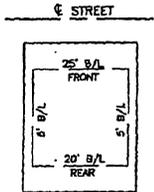
THENCE South 00°06'05" East a distance of 50.00 feet; THENCE South 02°36'16" East a distance of 160.62 feet to a point on a non-tangent curve; THENCE along a curve to the left having a radius of 300.00 feet (said curve subtended by a chord which bears South 61°10'41" West a distance of 71.66 feet) with an arc length of 71.84 feet; THENCE South 35°40'55" East a distance of 162.97 feet; THENCE South 03°22'57" West a distance of 97.75 feet; THENCE South 75°43'29" East a distance of 62.36 feet; THENCE South 42°33'52" East a distance of 143.03 feet; THENCE South 46°49'40" West a distance of 132.11 feet to a point on a non-tangent curve; THENCE along a curve to the right having a radius of 605.80 feet (said curve subtended by a chord which bears South 41°50'12" East a distance of 20.00 feet) with an arc length of 20.00 feet; THENCE South 48°37'03" West a distance of 184.00 feet; THENCE South 39°47'47" East a distance of 514.22 feet; THENCE South 02°36'20" West a distance of 129.62 feet; THENCE South 23°12'24" East a distance of 50.00 feet to a point on a non-tangent curve; THENCE along a curve to the right having a radius of 175.00 feet (said curve subtended by a chord which bears South 65°57'44" West a distance of 5.08 feet) with an arc length of 5.08 feet; THENCE South 23°13'48" West a distance of 148.52 feet; THENCE South 41°05'23" West a distance of 245.58 feet; THENCE North 44°07'59" West a distance of 126.07 feet; THENCE North 56°12'45" West a distance of 50.00 feet to a point on a non-tangent curve; THENCE along a curve to the right having a radius of 700.00 feet (said curve subtended by a chord which bears North 34°13'29" East a distance of 10.68 feet) with an arc length of 10.68 feet; THENCE North 44°07'59" West a distance of 279.68 feet; THENCE North 15°07'24" East a distance of 42.93 feet to a point on a non-tangent curve; THENCE along a curve to the right having a radius of 50.00 feet (said curve subtended by a chord which bears North 45°07'11" West a distance of 49.63 feet) with an arc length of 51.94 feet; THENCE South 74°38'14" West a distance of 41.12 feet; THENCE North 44°07'59" West a distance of 141.97 feet; THENCE North 49°33'44" East a distance of 224.62 feet; THENCE North 40°26'16" West a distance of 130.09 feet; THENCE North 43°09'21" West a distance of 50.00 feet; THENCE North 46°50'39" East a distance of 55.92 feet to a point of curvature; THENCE along a curve to the right having a radius of 250.00 feet (said curve subtended by a chord which bears North 48°01'11" East a distance of 10.26 feet) with an arc length of 10.26 feet; THENCE North 28°03'57" West a distance of 156.54 feet; THENCE North 05°59'54" East a distance of 339.39 feet; THENCE North 72°56'32" West a distance of 171.49 feet; THENCE North 09°24'43" East a distance of 126.60 feet to a point on a non-tangent curve; THENCE along a curve to the left having a radius of 1011.24 feet (said curve subtended by a chord which bears North 81°44'15" West a distance of 40.57 feet) with an arc length of 40.57 feet; THENCE North 07°06'48" East a distance of 189.36 feet; THENCE North 00°00'00" West a distance of 50.00 feet to a point on the North line of said Section 10; THENCE North 90°00'00" East along said North line a distance of 180.65 feet; THENCE North 89°53'55" East along said North line a distance of 308.91 feet to the POINT OF BEGINNING.
Said tract contains 748,105 square feet or 17.17 acres more or less.



COMMON OPEN SPACE 'O' DETAIL
SCALE: 1" = 50'

NUMBER	BEARING	DISTANCE
N1	S89°27'49" W	1214
N2	S89°27'49" W	1214

TYPICAL BUILDING SETBACKS



D/E = DRAINAGE EASEMENT
SW/E = SIDEWALK EASEMENT
PEB/E = PEDESTRIAN EASEMENT
LNA = LIMITS OF NO ACCESS
U/E = UTILITY EASEMENT
B/L = BUILDING LINE
-1000- = ADDRESS

NOTE: ALL IMPROVEMENTS WITHIN UTILITY EASEMENTS MAY BE DEMOLISHED BY THE CITY TO PERFORM MAINTENANCE, AND SUCH IMPROVEMENTS MUST BE REPLACED BY PROPERTY OWNER.

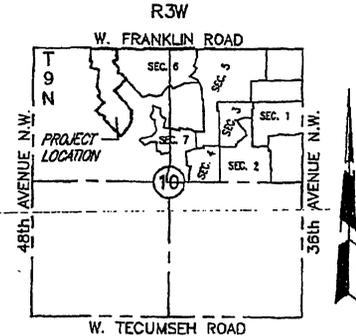
NOTE: COMMON OPEN SPACE AREAS WILL BE OWNED AND MAINTAINED BY MANDATORY PROPERTY OWNERS' ASSOCIATION.

CURVE TABLE

CURVE	BEG. BEARING	END BEARING	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	S89°27'49" W	S89°27'49" W	113.31	S0°00'00" E	113.31
C2	S35°40'55" E	S03°22'57" W	71.84	S61°10'41" W	71.66
C3	S03°22'57" W	S75°43'29" E	97.75	S41°50'12" E	20.00
C4	S75°43'29" E	S42°33'52" E	143.03	S46°49'40" W	132.11
C5	S42°33'52" E	S46°49'40" W	132.11	S41°50'12" E	20.00
C6	S46°49'40" W	S48°37'03" W	184.00	S39°47'47" E	514.22
C7	S48°37'03" W	S02°36'20" W	129.62	S23°12'24" E	50.00
C8	S02°36'20" W	S23°12'24" E	50.00	S65°57'44" W	5.08
C9	S23°12'24" E	S23°13'48" W	148.52	S41°05'23" W	245.58
C10	S23°13'48" W	N44°07'59" W	126.07	N56°12'45" W	50.00
C11	N44°07'59" W	N56°12'45" W	50.00	N34°13'29" E	10.68
C12	N56°12'45" W	N44°07'59" W	279.68	N15°07'24" E	42.93
C13	N44°07'59" W	N45°07'11" W	49.63	N74°38'14" W	41.12
C14	N45°07'11" W	N44°07'59" W	141.97	N49°33'44" E	224.62
C15	N44°07'59" W	N40°26'16" W	130.09	N43°09'21" W	50.00
C16	N40°26'16" W	N46°50'39" E	55.92	N48°01'11" E	10.26
C17	N46°50'39" E	N28°03'57" W	156.54	N05°59'54" E	339.39
C18	N28°03'57" W	N72°56'32" W	171.49	N09°24'43" E	126.60
C19	N72°56'32" W	N81°44'15" W	40.57	N07°06'48" E	189.36
C20	N81°44'15" W	N00°00'00" W	50.00	N90°00'00" E	180.65
C21	N00°00'00" W	N89°53'55" E	308.91	N00°00'00" E	308.91

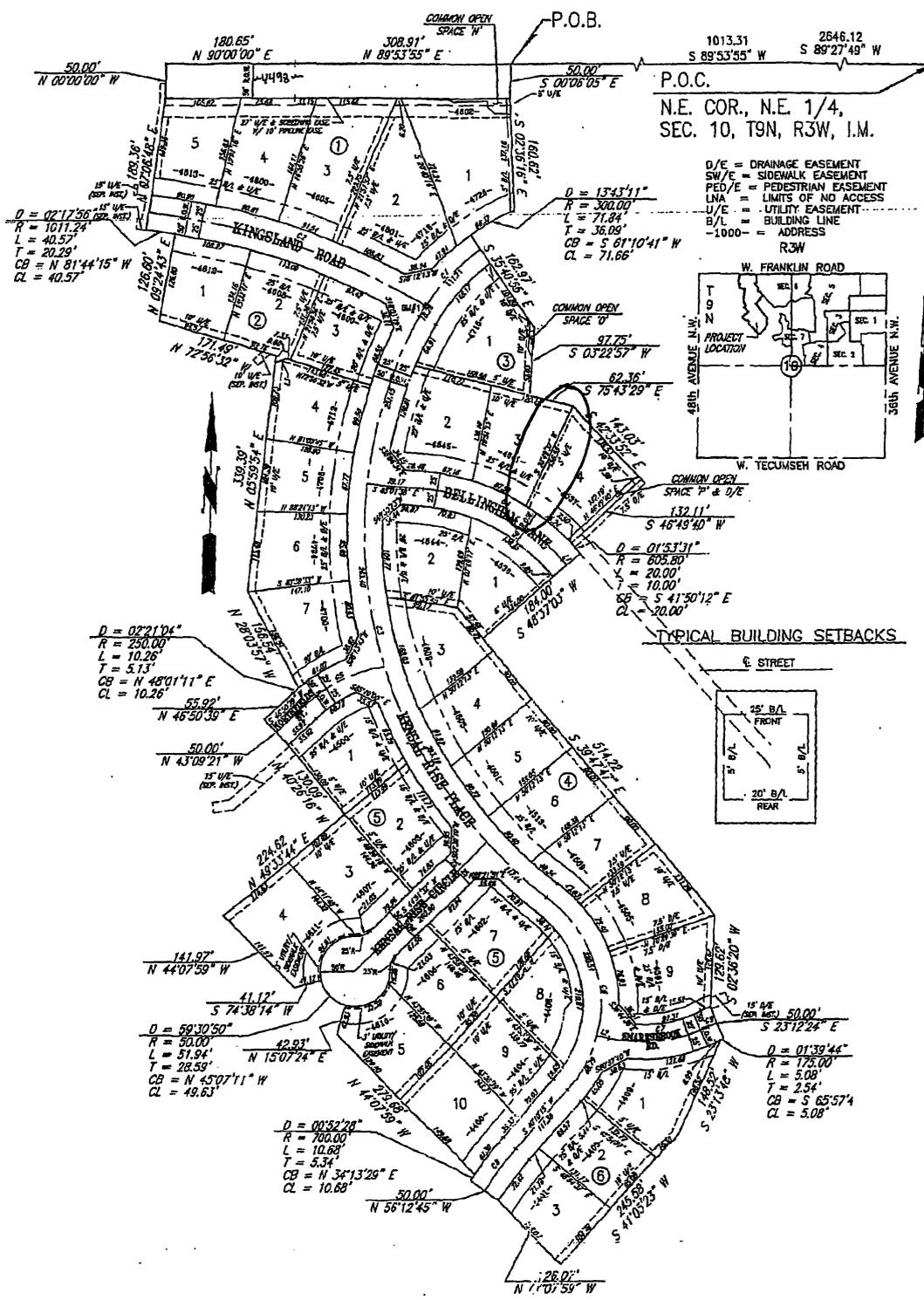
LINE TABLE

NUMBER	BEARING	DISTANCE
L1	S 41°05'23" E	2.88
L2	S 74°38'14" E	16.99
L3	S 89°27'49" W	15.43

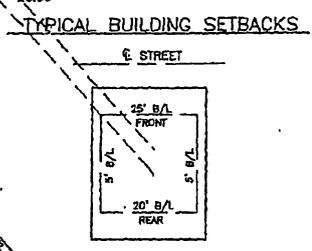
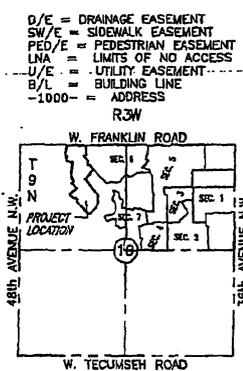


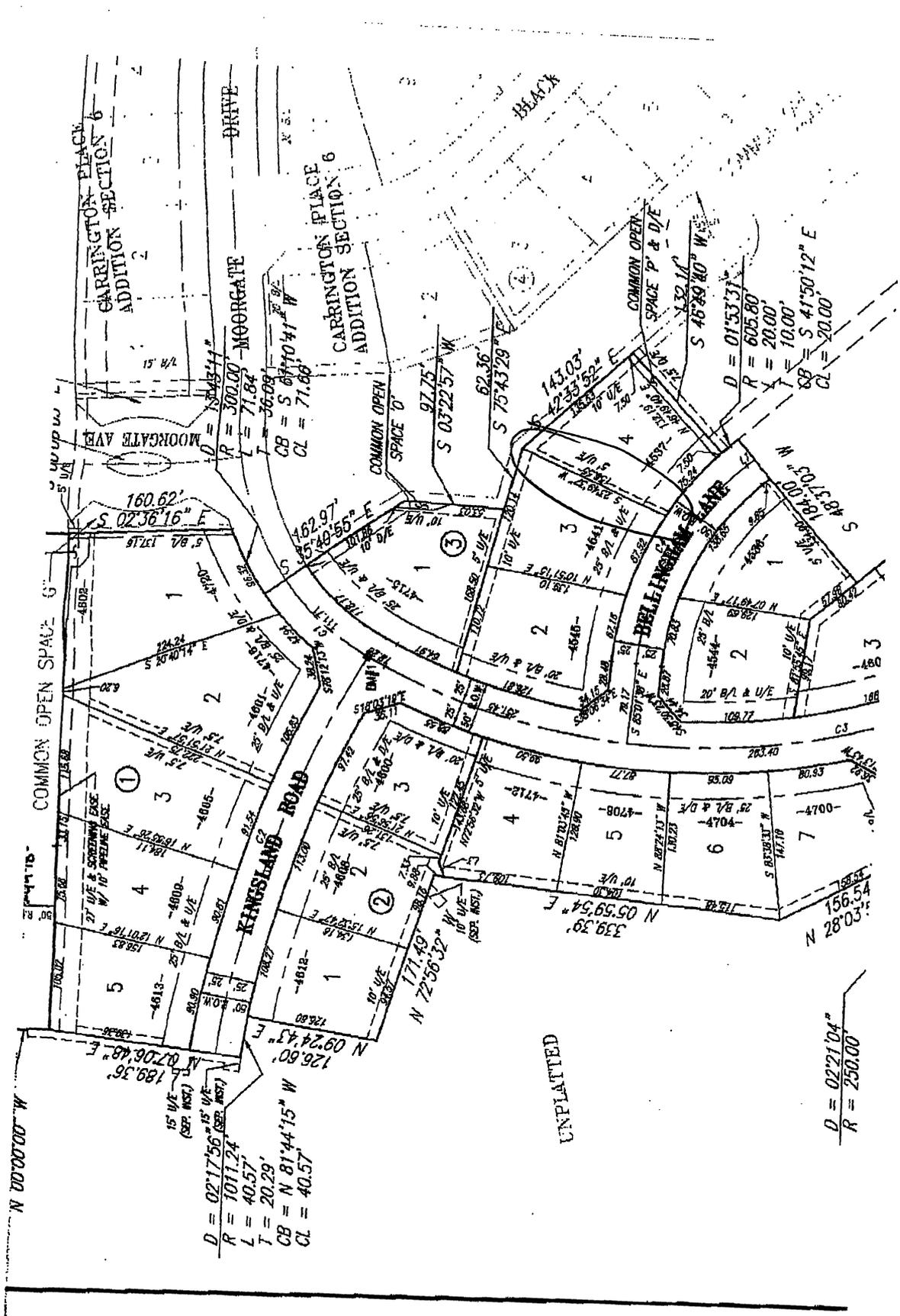
CARRINGTON PLACE ADD. SEC. 8

PART OF THE N.W./4, SEC. 10, T9N, R3W, I.M.



1013.31 S 89°53'55" W
2646.12 S 89°27'49" W
P.O.C.
N.E. COR., N.E. 1/4,
SEC. 10, T9N, R3W, I.M.





N 00°00'00" W

COMMON OPEN SPACE G

CARRINGTON PLACE ADDITION SECTION 6

MOORGATE DRIVE

KINGSLAND ROAD

CARRINGTON PLACE ADDITION SECTION 6

COMMON OPEN SPACE P & D/E

BELLINGER LANE

UNPLATTED

D = 02'17.56" 15' U/E (SEP. INST.)
 R = 1011.24'
 L = 40.57'
 T = 20.29'
 CB = N 81°44'15" W
 CL = 40.57'

D = 02'21.04"
 R = 250.00'

Legal Description

Lot 4-A

A tract of land lying in the Northwest Quarter (NW ¼), Section 10, Township 9 North (T9N), Range 3 West (R3W), of the Indian Meridian and being all of Lot 4 and a part of Lot 3, Block 3 of CARRINGTON PLACE ADDITION SECTION 8 of the City of Norman, Cleveland County, Oklahoma, being more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 4, Block 3 of said CARRINGTON PLACE ADDITION SECTION 8;

THENCE South 46°49'40" West a distance of 132.19 feet to the Southeast corner of said Lot 4 to a point of curvature;

THENCE Northwesterly along the south line of said Lots 3 and 4, having a radius of 325.00 feet (said curve being subtended by a chord bearing of North 54°31'20" West and a chord length of 113.18 feet) and an arc length of 113.76 feet to a point on the south line of Lot 3;

THENCE North 14°37'11" East a distance of 144.69 feet to a point on the north line of Lot 3;

THENCE South 75°43'29" East a distance of 62.36 feet;

THENCE South 42°33'52" East a distance of 135.53 feet along the North line of said Lot 4 to the POINT OF BEGINNING.

Said tract of land contains 22,027 square feet, or 0.5057 acres, more or less.

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



OG&E Electric Services
An OGE Energy Corp. Company

AUGUST 3, 2010

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

**RE: Closing of a platted utility easement
Lot 4, Block 3, CARRINGTON PLACE ADDITION SECTION 8
Applicant: Bailey Law Offices as Agent**

Mr. Danner:

Available records show that OG&E Electric Services has underground facilities in the existing utility easement, located along the westerly side of the above mentioned lot. We have been in discussion with the developer and they have agreed to pay to have our facilities removed, as well as file of record a 5' utility easement along the easterly side of Lot 4. To date nothing has been filed of record for the new easement.

OG&E does not object to the closing of the utility easement on the west side of the property, provided the developer files a utility easement along the east side. OG&E will remove our facilities after the new easement has been filed and OG&E has received payment for the relocation. If I can provide you with any other information, please contact me at (405) 553-5174.

Sincerely,

A handwritten signature in black ink that reads 'Timothy J. Bailey'.

Timothy J. Bailey
Right-Of-Way Agent

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

AUGUST 26, 2010

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 26th day of August, 2010. Notice and agenda of the meeting were posted at the Norman Municipal Building twenty-four hours prior to the beginning of the meeting.

Chairman Zev Trachtenberg called the meeting to order at 6:30 p.m.

Item No. 1, being:

ROLL CALL

MEMBERS PRESENT

Diana Hartley
Tom Knotts
Chris Lewis
Curtis McCarty
Roberta Pailes
Andy Sherrer
Jim Gasaway
Zev Trachtenberg

MEMBERS ABSENT

Cynthia Gordon

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
Rick Hoffstater, GIS Analyst

* * *

Item No. 9, being:

ZO-1011-3 – BAILEY LAW OFFICES REQUEST CLOSURE OF A 5' UTILITY EASEMENT LOCATED ALONG THE WEST BOUNDARY OF LOT 4, BLOCK 3, CARRINGTON PLACE ADDITION SECTION 8.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. Plat Maps
4. OG&E Non-Objection

Curtis McCarty asked to be recused from participation on this item.

Jim Gasaway moved to allow Curtis McCarty to be recused from participation on this item. Diana Hartley seconded the motion.

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

YEAS	Diana Hartley, Tom Knotts, Chris Lewis, Roberta Pailes, Andy Sherrer, Jim Gasaway, Zev Trachtenberg
NAYES	None
MEMBERS ABSENT	Cynthia Gordon

Recording Secretary Roné Tromble announced that the motion, to allow Mr. McCarty to be recused from participation on this item, passed by a vote of 7-0. Mr. McCarty vacated his seat and left the room.

PRESENTATION BY THE APPLICANT:

Greg Tontz, 301 E. Eufaula, is representing Carrington Place, L.L.C., the petitioner in this matter. They have petitioned to close a 5' utility easement located in Carrington Place Addition. This matter has been noticed properly. They have not received any opposition to this petition as far as he is aware. The purpose of the closure of the utility easement is the construction of a residence. It is his understanding the only utilities located in the easement are an OG&E utility and arrangements have been made to relocate those utilities at the applicant's cost. He asked that the Commission recommend this be approved.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Andy Sherrer moved to recommend adoption of Ordinance No. ZO-1011-3 to the City Council. Jim Gasaway seconded the motion.

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

YEAS	Diana Hartley, Tom Knotts, Chris Lewis, Roberta Pailes, Andy Sherrer, Jim Gasaway, Zev Trachtenberg
NAYES	None
MEMBERS ABSENT	Cynthia Gordon

Recording Secretary Roné Tromble announced that the motion, recommend adoption of Ordinance No. ZO-1011-3 to the City Council, passed by a vote of 7-0.

Mr. McCarty returned to the meeting.

* * *



CITY COUNCIL AGENDA SEPTEMBER 14, 2010

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

Item No. 7

Text File Number: O-1011-10

Introduced: 9/7/2010 by Leah Messner

Current Status: Consent Item

Version: 1

Matter Type: Ordinance

Title

CONSIDERATION OF ORDINANCE NO. O-1011-10 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING ARTICLE XXVII, SECTIONS 13-2705 AND 13-2712 OF CHAPTER 13 OF THE CODE OF THE CITY OF NORMAN BY AMENDING THE SUPPORTING DOCUMENTS REQUIRED AND ADDING A PROVISION REGARDING SAFETY REQUIREMENTS OF BANNERS FOR SPECIAL EVENTS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1011-10 upon First Reading by title.

ACTION TAKEN: _____

Body

BACKGROUND: Currently, Chapter 18 of the City of Norman Code of Ordinances, specifically Section 18-308, authorizes the City Council to grant a limited license for the purpose of installing public event banners in the public right-of-way. Typically, these banners are placed at intersections around Norman at locations that have been approved by the Public Works Department. It is the past practice of the City of Norman City Council to deny requests to secure banners above City streets because of safety concerns for vehicles traveling underneath the banners.

However, an organizer of a local special event would like permission to secure a banner above a City street while the street is closed for the special event. Because the banner would only be displayed while the street is closed to traffic, the Oversight Committee, at their September 1, 2010 meeting, suggested amending the City of Norman's Special Events Ordinance, Chapter 13, §§ 13-2701 - 13-2717, in order to permit banners only during Special Events while the street was closed to traffic. Those suggested amendments are attached.

DISCUSSION: The amended language, as recommended by the City Council Oversight Committee, addresses the safety concerns involved with securing a banner above a City street. Currently, Section 13-2705 requires that event operators provide a map of the special event location depicting the location of street closures, tents, stages, barricades, and other important elements of the event. The proposed amendment requires that banner locations also be shown on the map of the event area.

The amended language also includes an amendment to Section 13-2712: Safety Requirements. The new language states that banners are allowed to be secured above city streets only while the street is closed to traffic and only for the duration of the special event. Any banner meeting these two criteria is also subject to the following safety requirements: banners are only permitted to be secured above two lane streets; banners must be properly permitted by the Director of Public Works

or his designee and the building official or his designee; plans for the proposed banner must be sealed by a licensed engineer; no special event operator may secure more than two banners above closed streets; and the permit fee for a banner shall be \$50.00.

This amended language includes all the recommendations from the City Council Oversight Committee. The Committee requested that these amendments be forwarded for City Council's consideration in order to address the request from the local event organizer while still taking appropriate precautions to ensure citizen safety.

RECOMMENDATION: Based upon the above and foregoing discussion, it is the staff recommendation that Ordinance #O-1011-10 be adopted.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING ARTICLE XXVII, SECTIONS 13-2705 AND 13-2712 OF CHAPTER 13 OF THE CODE OF THE CITY OF NORMAN BY AMENDING THE SUPPORTING DOCUMENTS REQUIRED AND ADDING A PROVISION REGARDING SAFETY REQUIREMENTS OF BANNERS FOR THE EVENTS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Article XXVII, Section 13-2705 of Chapter 13 of the Code of the City of Norman shall be amended to read as follows:

Sec. 13-2705. Supporting documents required.

(a) An operator shall provide the following supporting documents for the application:

- (1) A map of the event area showing the location of all street closures, fire lanes, barricades, booths or vendors, stages or production areas, portable toilets, location of water supplies, points of illumination, tents, trash containers, first aid stations, EMS stations, parking areas, public entry points, banners, and other equipment or materials the operator intends to place in the event area;

* * *

§2. That Article XXVII, Section 13-2712 of Chapter 13 of the Code of the City of Norman shall be amended to read as follows:

Sec. 13-2712. Safety requirements.

* * *

(g) Banners are allowed to be secured above city streets only while the street is closed to traffic and only during the duration of the special event. However, these banners must comply with the following conditions:

- (1) Banners are only permitted to be secured above two lane streets.
- (2) Banners must be properly permitted by the Director of Public Works or his designee and the building official or his designee. To be permitted, the operator must show that the plans for the proposed banner have been sealed by a licensed engineer.
- (3) No special event operator may erect more than two banners across closed streets.
- (4) The permit fee to erect each banner is \$50.00

* * *

§ 3. 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 _____, 2010.

Cindy Rosenthal, Mayor

NOT ADOPTED this _____ day
of _____, 2010.

Cindy Rosenthal, Mayor

ATTEST:

Brenda Hall, City Clerk

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING ARTICLE XXVII, SECTIONS 13-2705 AND 13-2712 OF CHAPTER 13 OF THE CODE OF THE CITY OF NORMAN BY AMENDING THE SUPPORTING DOCUMENTS REQUIRED AND ADDING A PROVISION REGARDING SAFETY REQUIREMENTS OF BANNERS FOR THE EVENTS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Article XXVII, Section 13-2705 of Chapter 13 of the Code of the City of Norman shall be amended to read as follows:

Sec. 13-2705. Supporting documents required.

(a) An operator shall provide the following supporting documents for the application:

- (1) A map of the event area showing the location of all street closures, fire lanes, barricades, booths or vendors, states or production areas, portable toilets, location of water supplies, points of illumination, tents, trash containers, first aid stations, EMS stations, parking areas, public entry points, banners, and other equipment or materials the operator intends to place in the event area;

* * *

§2. That Article XXVII, Section 13-2712 of Chapter 13 of the Code of the City of Norman shall be amended to read as follows:

Sec. 13-2712. Safety requirements.

* * *

(g) Banners are allowed to be secured above city streets only while the street is closed to traffic and only during the duration of the special event. However, these banners must comply with the following conditions:

- (1) Banners are only permitted to be secured above two lane streets.
- (2) Banners must be properly permitted by the Director of Public Works or his designee and the building official or his designee. To be permitted, the operator must show that the plans for the proposed banner have been sealed by a licensed engineer.
- (3) No special event operator may erect more than two banners across closed streets.
- (4) The permit fee to erect each banner is \$50.00

* * *

§ 3. 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 _____, 2010.

NOT ADOPTED this _____ day
of _____, 2010.

Cindy Rosenthal, Mayor

Cindy Rosenthal, Mayor

ATTEST:

Brenda Hall, City Clerk

League of Women Voters could conduct a forum to get information out to candidates prior to filing for office. Ms. Brenda Hall, CityClerk, said the Chamber of Commerce does that now and she has participated in those events in the past. She said the events work well for those that attend and are a good tool for educational purposes. She said the Authority's overall goal is compliance for the committees and not necessarily penalizing. She said Dr. Hilbert is planning to write much of the educational material and start a program of education ahead of filing for office through press releases and placing information on Channel 20, especially for Committee groups as they are the ones that fall through the cracks. She said the Enforcement Authority Committee holds an orientation session for those that have filed so they are more aware of report filing requirements. Councilmember Kovach suggested putting information on the City website and Chairman Dillingham suggested creating a small informational handout that could be downloaded.

Chairman Dillingham asked that education also include regulations on political signs. Councilmember Kovach suggested political sign enforcement and signs placed in the rights-of-way (ROW) have proactive code enforcement. Chairman Dillingham said that is already being done by the Code Enforcement Division. Mr. Lewis said Code Enforcement particularly targets signs at major intersections and arterial roads.

Chairman Dillingham said language changes to the ordinance should go forward to Council and asked the Authority to present their ideas on education in the November 3rd Council Oversight Committee meeting. She suggested contacting newspapers and radio stations early in the election season and contacting the University of Oklahoma (OU) newspaper and radio station, whom she felt would be an excellent education tool.

Items submitted for the record

1. Final Report from the Enforcement Authority including Draft Ordinance No. O-1011-4 and Legislatively Notated Draft Ordinance No. O-1011-4
2. Enforcement Authority minutes of January 13, 2010; January 20, 2010; February 26, 2010; March 1, 2010; March 8, 2010; April 5, 2010; July 9, 2010; and July 14, 2010

DISCUSSION REGARDING REGULATIONS FOR SIGNS AND BANNERS PLACED IN CITY RIGHTS-OF-WAY.

Ms. Hall said Mr. Rainey Powell who owns property on Campus Corner is requesting a limited license to place a banner across Asp Street. She said the City allowed street banners many years ago on Main Street; however, there were problems with the banners falling and issues of traffic safety. Council chose to no longer allow banners across a street. Ms. Hall said Mr. Powell proposes to anchor the banner to the buildings with pulley system brackets to bear the wind load and be more secure. Mr. Powell's proposal includes leaving the banner up from the first of September through December without taking it down after every OU football home game as he has done in prior years. She said Staff is asking the Oversight Committee to review the regulations and recommend whether or not Council wants to consider permitting banners over a street and suggestions for regulating.

Ms. Messner said public streets in Norman are classified as public forums and speakers using city streets have the highest level of First Amendment protection; however, the City has the option to regulate "time, place, and manner" of banners over ROW. The limited license process fits those regulations because they regulate when the banner could be displayed, the manner of display, and the location of display so Council could deny the placement of banners over City streets without denying First Amendment Rights. Ms. Messner said a solution proposed by the Legal Department in 1996, was to allow all speakers to display properly permitted banners across a street or allow no speakers to display banners and recommended to Council that no banners be allowed across City streets.

Councilmember Kovach asked if there would be any repercussions if Council reestablished a new outdoor advertising forum when billboards are being banned and felt Council would be opening a door for other businesses or individuals to request banners over City ROW, which is not the intent. Councilmember Griffith agreed and said he could foresee a string of banners. Ms. Messner said billboards are commercial speech and come with a variety of different First Amendment protections.

Councilmember Kovach said the City has a sustained policy of cleaning up signs in Norman and if you open that door it will get wider and wider every year. Chairman Dillingham suggested tying a banner permit to the Special Event Ordinance allowing banners on the day of the event when there is a street closure, for the time of the street closure and the street is not a major arterial.

Councilmember Kovach said he wanted to charge a permit fee as limited licenses are no charge. Councilmember Atkins asked about liability insurance and Ms. Hall said that is required for a special event permit. Chairman Dillingham said she would like to limit the number of banners allowed and Councilmember Kovach said he would have no problem with a banner on each end of the street and the Committee agreed.

Councilmember Kovach asked if Council can require the advertising be at least in connection to the event and Mr. Bryant said when you get into content, there are First Amendment issues. Councilmember Kovach said, because Council cannot limit speech, anything could be written on the banners and felt there would be ramifications if Council allowed banners during Special Events. Chairman Dillingham said, for safety reasons, the banners should be limited exclusively to the two lane streets and Mr. Bryant said as long as the regulations are uniform that would be feasible.

Councilmember Atkins suggested anchoring requirements be included in the permit and Mr. O'Leary said inspections would be made for the banner in question. He said Mr. Powell is working on a pulley system for taking the banner down so it would not be a problem to remove the banner after each game. Mr. Hall said Public Works has told Mr. Powell that no tie downs can be used and Mr. O'Leary said tie downs change the wind loading. Councilmember Atkins was concerned that citizens could pull the banner down if a pulley system was used and Mr. O'Leary said the engineer is still designing the system and Staff did not have the specifics yet, but would keep that in mind.

Councilmember Kovach asked what a reasonable permit fee would be and Ms. Hall said a building permit is required for the brackets on the building so Mr. Powell is paying around \$50 for the building permit with inspections included. Councilmember Atkins suggested an annual inspection to make sure the brackets are in good condition and to guarantee the structure holds. Councilmember Kovach suggested \$50 per event permit and the Committee agreed.

Ms. Hall suggested placing language in the Special Event ordinance that would govern these types of banners and fees so it is not confused with the limited license, which requires Council approval and Chairman Dillingham agreed.

Chairman Dillingham said she would like the amended ordinance to be forwarded to Council in their September 14th meeting. Chairman Dillingham asked if the ordinance should be reviewed at a Study Session and Mr. Lewis said it could be presented at the September 14th Conference, then First Reading at that night's Council meeting with Second Reading on September 28th.

Items submitted for the record

1. Memorandum dated August 23, 2010, from Leah Messner, Assistant City Attorney, through Jeff Bryant, City Attorney, to City Council Oversight Committee, Councilmember Atkins, Councilmember Dillingham, Councilmember Griffith, Councilmember Kovach
2. Pertinent excerpts from City Council minutes of October 11, 1994
3. Memorandum dated October 23, 1996, from Anita K. Anthony, Assistant City Attorney, to Jeff F. Raley, City Attorney

MISCELLANEOUS DISCUSSION.

None

The meeting adjourned at 6:45 p.m.



CITY COUNCIL AGENDA SEPTEMBER 14, 2010

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

Item No. 8

Text File Number: AP-1011-11

Introduced: 9/2/2010

Current Status: Consent Item

Version: 1

Matter Type: Appointment

Title

CONSIDERATION OF THE MAYOR'S APPOINTMENTS OF DALE WARES AND JOLENE RING TO THE CHILDREN'S RIGHTS COORDINATING COMMISSION; MARY FRANCIS AND DORINDA HARVEY TO THE ENFORCEMENT AUTHORITY; DAVE BOECK TO THE ENVIRONMENTAL CONTROL ADVISORY BOARD; ZEV TRACHTENBERG AND ROBERTA PAILES TO THE PLANNING COMMISSION; JONATHAN FOWLER TO THE PUBLIC ARTS BOARD; AND PEGGY ELLIS TO THE SOCIAL AND VOLUNTARY SERVICES COMMISSION.

Body

INFORMATION

Jolene Ring will replace Basha Hartley, Dorinda Harvey will replace Louis Hemphill, and Dale Wares, Mary Francis, Dave Boeck, Zev Trachtenberg, Roberta Pailes, Jonathan Fowler; and Peggy Ellis are reappointments.

CHILDREN'S RIGHTS COORDINATING COMMISSION

TERM: 10-16-10 TO 10-16-13: DALES WARES, 229 E. DAWS STREET

TERM: 10-16-10 TO 10-16-13: JOLENE RING, 2505 HALIFAX WAY

ENFORCEMENT AUTHORITY

TERM: 09-01-10 TO 09-01-13: MARY FRANCIS, 850-C CARDINAL CREEK CONDOS

TERM: 09-14-10 TO 09-01-13: DORINDA HARVEY, 2800 STONEBRIDGE COURT

ENVIRONMENTAL CONTROL ADVISORY BOARD

TERM 10-27-10 TO 10-27-13: DAVE BOECK, 935 SCHULZE DRIVE

PLANNING COMMISSION

TERM: 11-01-10 TO 11-01-13: ZEV TRACHTENBERG, 916 SOUTH LAHOMA AVENUE

TERM: 11-01-10 TO 11-01-13: ROBERTA PAILES, 2319 LOUISE LANE

PUBLIC ARTS BOARD

TERM: 10-23-10 TO 10-23-13: JONATHAN FOWLER, 422 PARK DRIVE

SOCIAL AND VOLUNTARY SERVICES COMMISSION

TERM: 12-09-10 TO 12-09-13: PEGGY ELLIS, 2912 DEVONSHIRE DRIVE



**CITY COUNCIL AGENDA
SEPTEMBER 14, 2010**

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

Item No. 9

Text File Number: R-1011-37

Introduced: 9/3/2010

Current Status: Consent Item

Version: 1

Matter Type: Resolution

CONSIDERATION OF THE MAYOR'S APPOINTMENT AND ADOPTION OF RESOLUTION NO. R-1011-37 APPOINTING ROGER FRECH TO THE CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT.

ACTION NEEDED: Motion to confirm or reject the appointment; and, if confirmed, adopt Resolution No. R-1011-37 and direct the submission thereof to the Cleveland County District Court.

ACTION TAKEN: _____

Body

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT

TERM: 06-28-10 TO 06-28-14: ROGER FRECH, 2914 TRAILRIDGE DRIVE

INFORMATION: In accordance with the Mayor's request, the above-described item is submitted for City Council's consideration. Roger Frech 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.

Resolution

R-1011-37

A RESOLUTION OF THE COUNCIL OF THE CITY OF
NORMAN, OKLAHOMA, APPOINTING ROGER
FRECH 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 expired on June 28, 2010; and
- § 3. WHEREAS, Roger Frech is a citizen of Norman whose dedication, interest, and talent make him a valuable addition 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:

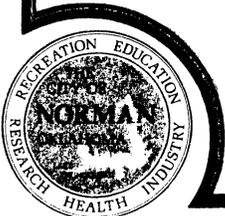
- § 4. That Roger Frech be appointed to serve on the Board of Directors of the Central Oklahoma Master Conservancy District, said term beginning June 23, 2010, and ending June 28, 2014, and that notice is given to the District Judge of the reappointment of Roger Frech as one of the Board of Directors of the Central Oklahoma Master Conservancy District.

PASSED AND ADOPTED this 14th day of September, 2010.

Mayor

ATTEST:

City Clerk





**CITY COUNCIL AGENDA
SEPTEMBER 14, 2010**

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

Item No. 10

Text File Number: R-1011-38

Introduced: 9/8/2010

Current Status: Consent Item

Version: 1

Matter Type: Resolution

Title

CONSIDERATION OF THE MAYOR'S APPOINTMENT AND ADOPTION OF RESOLUTION NO. R-1011-38 APPOINTING BAXTER VIEUX TO THE CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT.

ACTION NEEDED: Motion to confirm or reject the appointment; and, if confirmed, adopt Resolution No. R-1011-38 and direct the submission thereof to the Cleveland County District Court.

ACTION TAKEN: _____

Body

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT
TERM: 09-14-10 TO 06-28-14: BAXTER VIEUX, 2008 GRANDVIEW AVENUE

INFORMATION: In accordance with the Mayor's request, the above-described item is submitted for City Council's consideration. Baxter Vieux will replace Duane Winegardner. 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.

Resolution

R-1011-38

A RESOLUTION OF THE COUNCIL OF THE CITY OF
NORMAN, OKLAHOMA, APPOINTING BAXTER
VIEUX 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 expired June 28, 2010; and
- § 3. WHEREAS, Baxter Vieux is a citizen of Norman whose dedication, interest, and talent make him a valuable addition 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:

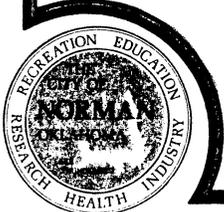
- § 4. That Baxter Vieux be appointed to serve on the Board of Directors of the Central Oklahoma Master Conservancy District, said terms beginning September 14, 2010, and ending June 28, 2014, and that notice is given to the District Judge of the appointment of Baxter Vieux to fill the position on the Board of Directors of the Central Oklahoma Master Conservancy District.

PASSED AND ADOPTED this 14th day of September, 2010.

Mayor

ATTEST:

City Clerk





CITY COUNCIL AGENDA SEPTEMBER 14, 2010

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

Item No. 11

Text File Number: BID-1011-14

Introduced: 8/31/2010 by Angelo Lombardo

Current Status: Consent Item

Version: 1

Matter Type: Bid

Title

CONSIDERATION AND AWARDED OF BID NO. 1011-14 FOR THREE (3) TRAFFIC SIGNAL CONTROLLER & CABINET ASSEMBLIES FOR THE TRAFFIC CONTROL DIVISION.

ACTION NEEDED: Motion to accept or reject the bid as meeting specifications; and, if accepted, award the bid in the amount of \$15,032.33 each for a total bid price of \$45,127 to Mid-American Signal, Inc., as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

Body

BACKGROUND: The Traffic Control Division maintains all of the signalized locations within the City of Norman. In Fiscal Year 1990, we began a traffic signal controller and cabinet assembly replacement program. This program has allowed us to remove from our system older controller and cabinet assemblies that present maintenance problems.

DISCUSSION: Bid No. 1011-14 was opened on August 5, 2010 and will provide replacement traffic signal controller and cabinet assemblies for the following intersections:

Gray Street and Flood Avenue
Main Street and Berry Road
Main Street and Flood Avenue

One (1) of the three (3) vendors that were sent bid packets responded with a bid. That vendor, Mid American Signal, Inc., is the area representative for Econolite Control Products, Inc. The City of Norman has adopted Econolite Control Products, Inc., as the sole source provider for Traffic Signal controller and cabinet assemblies. All three (3) vendors that were sent bid packages are authorized distributors for Econolite Control Products, Inc. The total of the bid received is identical to the bid received for the purchase of these items last fiscal year. Installation of the controllers will be done by the Traffic Control Division with the City of Norman.

RECOMMENDATION: It is recommended that Bid No. 1011-14 for three traffic signal controller and cabinet assemblies be awarded to Mid-American Signal, Inc., in the amount of \$45,127 (\$15,032.33 each). The budget amount for this bid is \$46,000 and funding is available in Account No.: 010-5023-429.51-05.

BID: 1011-14

TITLE: Three (3) Controller and Cabinet Assemblies

DATE: 8/5/10

BIDDER NAME	Total Delivered Price:								
1 Mid American Signal	\$45,127.00	\$	\$	\$	\$	\$	\$	\$	\$
2.	\$	\$	\$	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$	\$	\$	\$
4.	\$	\$	\$	\$	\$	\$	\$	\$	\$
5.	\$	\$	\$	\$	\$	\$	\$	\$	\$
6.	\$	\$	\$	\$	\$	\$	\$	\$	\$
7.	\$	\$	\$	\$	\$	\$	\$	\$	\$
8	\$	\$	\$	\$	\$	\$	\$	\$	\$
9.	\$	\$	\$	\$	\$	\$	\$	\$	\$
10.	\$	\$	\$	\$	\$	\$	\$	\$	\$
11.	\$	\$	\$	\$	\$	\$	\$	\$	\$
12.	\$	\$	\$	\$	\$	\$	\$	\$	\$
13.	\$	\$	\$	\$	\$	\$	\$	\$	\$

Received and Opened by: Fred Huh
 Date: 8-5-10



CITY COUNCIL AGENDA SEPTEMBER 14, 2010

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

Item No. 12

Text File Number: BID - 1011-16

Introduced: 8/25/2010 by James Fullingim

Current Status: Consent Item

Version: 1

Matter Type: Bid

title

CONSIDERATION AND AWARDED OF BID NO. 1011-16 FOR THE PURCHASE OF A FIRE TRUCK FOR THE FIRE DEPARTMENT.

ACTION NEEDED: Motion to accept or reject all bids meeting specifications; and, if accepted, award the bid in the amount of \$402,984 to Pierce Manufacturing as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

body

BACKGROUND: This fire engine replacement is for Engine #23, a 1993 model E-One apparatus that is no longer able to meet minimum performance standards due to age, wear and tear, and/or obsolescence of key components. This unit has fulfilled the criteria established by the Fleet Management Division for replacement. Through the budget process, this item was ranked as a high priority item for replacement and therefore \$420,000 has been included in the FYE 11 budget for this purpose. This purchase will provide a new engine to be placed in service at Fire Station #2 and remove the current Engine #23 from the fleet, making it available for sale in the City of Norman surplus auction or trade-in at an estimated value of \$3,000. This is the only fire apparatus budgeted for replacement in FYE 11.

DISCUSSION: In July 2010, invitations to bid were sent to five vendors. On August 12, 2010, bid proposals for this apparatus were opened. Three proposals representing three different manufacturers were received with base bid prices ranging from \$414,918 to \$476,067. Two of the vendors offered various prepayment discounts. After considering these options, acceptance of the 80% prepayment discount is determined to be in the best interest of the City.

The bid submitted by Chief Fire and Safety provided a 100% prepayment discount or an option based on 3% simple interest with an example allowing the savings to be calculated for an 80% prepayment for a 225-day delivery requirement. Their base bid of \$414,918 less the \$6,139 discount produces a final cost of \$408,779. On August 19, 2010, the E-One vendor, Chief Fire and Safety, submitted a letter offering a greater discount for the 80% prepayment reducing the final price to \$401,833. After legal review, this letter was removed from consideration because it was submitted after the bid opening.

The bid submitted by Pierce Manufacturing Company for \$402,984 with an 80% prepayment discount of \$13,371 included is the lowest and best bid meeting the minimum requirements of the specifications. The contract requires an initial payment of \$333,084 with the remaining \$69,900 to be paid after the apparatus has been received and accepted by the City.

RECOMMENDATION: It is recommended that the purchase of the fire engine be made from Pierce Manufacturing at a total price of \$402,984. Funds for this purchase have been budgeted in the General Fund, Fire Trucks account (010-6443-422.50-05) for Fiscal Year 2010-2011.

Fire Engine Bid Comparisons August 12, 2010

Pierce Manufacturing

Base Bid \$416,355

With 80% prepay discount \$402,984

Chief Fire & Safety - E-One

Base Bid \$414,918

With 80% prepay discount \$409,939

With 100% prepay discount \$402,471

KME

Base Bid \$476,067.00

*No additional discounts offered



CITY COUNCIL AGENDA SEPTEMBER 14, 2010

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

Item No. 13

Text File Number: BID-1011-19

Introduced: 8/31/2010 by Angelo Lombardo

Current Status: Consent Item

Version: 1

Matter Type: Bid

Title

CONSIDERATION AND AWARDING OF BID NO. 1011-19 FOR TRAFFIC SIGN FACES FOR THE TRAFFIC CONTROL DIVISION.

ACTION NEEDED: Motion to accept or reject all bids meeting specifications on Section 1; and, if accepted, award the bid to Hall Signs, Inc., in the amount of \$1.32 per square foot as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

ACTION NEEDED: Motion to accept or reject all bids meeting specifications on Sections 2, 3, 4, 5, and 6; and, if accepted, award the bid to Vulcan Signs as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

ACTION NEEDED: Motion to accept or reject all bids meeting specifications on Sections 7, 8, 9, and 10; and, if accepted, award the bid to Custom Products Corporation as the lowest and best bidders meeting specifications.

ACTION TAKEN: _____

Body

BACKGROUND: The City of Norman's Traffic Control Division utilizes galvanized steel posts, sign faces, and aluminum materials for manufacturing street signs; glass beads for reflective traffic markings, and fluorescent traffic cones for the pavement striping program.

DISCUSSION: Every year, the City of Norman enters into several supply agreements for the materials needed in our striping and signing operations. Under these agreements we purchase operating equipment and supplies as they are needed. Bids No. 1011-19 through 1011-23 were opened on August 12, 2010, and will provide the various material sources needed for our striping and signing programs.

The budget amount for Bid Numbers 1011-19, 1011-20 and 1011-23 (All Sections) is \$50,000.00. Account Number for Traffic Sign Materials: 010-5023-429.32-13.

The budget amount for Bid Numbers 1011-21 and 1011-22 (All Sections) is \$15,000.00. Account Number for Pavement Marking Materials: 010-5023-429.32-14.

RECOMMENDATION: That Section 1 of Bid No. 1011-19 be awarded to Hall Signs, Inc.; Sections 2, 3, 4, 5, and 6 be awarded to Vulcan Signs; and Sections 7, 8, 9, and 10 be awarded to Custom Products Corporation as the lowest and best bidders meeting specifications.

BID NO. 1011-19

TRAFFIC SIGN FACES - PER SQUARE FOOT

ITEM	CUSTOM PRODUCTS CORP	HALL SIGNS, INC	VULCAN SIGNS	INTERSTATE HIGHWAY SIGN CORP	ROCAL, INC	SAFEWAY SIGN COMPANY
	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
I. SEG SHEETING - ONE COLOR INK	\$1.56	\$1.32	\$1.35	\$1.67	\$2.24	\$1.75
II. SEG SHEETING - TWO COLORS INK	\$1.67	\$1.47	\$1.37	\$1.67	\$2.47	\$1.95
III. SEG SHEETING - THREE COLORS INK	\$2.00	\$1.55	\$1.40	\$1.67	\$3.95	\$2.15
IV. HIGH INTENSITY SHEETING - ONE COLOR INK	\$1.82	\$1.77	\$1.64	\$2.32	\$1.87	\$2.35
V. HIGH INTENSITY SHEETING - TWO COLORS INK	\$1.92	\$1.97	\$1.66	\$2.32	\$2.10	\$2.55
VI. HIGH INTENSITY SHEETING - THREE COLORS INK	\$2.67	\$2.08	\$1.69	\$2.32	\$3.58	\$2.75
VII. DIAMOND GRADE SHEETING - ONE COLOR INK	\$3.94	\$4.96	\$4.89	\$4.50	\$4.78	\$5.30
VIII. DIAMOND GRADE SHEETING - TWO COLORS INK	\$4.03	\$5.51	\$4.91	\$4.50	\$5.01	\$5.50
IX. DIAMOND GRADE SHEETING - FLUORESCENT YELLOW-GREEN	\$4.31	\$5.19	\$4.95	\$5.02	\$4.78	\$5.51
X. DIAMOND GRADE SHEETING - FLUORESCENT YELLOW-GREEN TWO COLORS INK	\$4.40	\$5.77	\$9.50	\$5.02	\$5.01	\$5.71

It is recommended that Bid No. 1011-19 be awarded as follows: HALL SIGNS, INC - Section I, VULCAN SIGNS: Sections II, III, IV, V, and VI, and CUSTOM PRODUCTS CORP: Sections VII, VIII, IX, and X

BID NO. 1011-20

GALVANIZED STEEL SIGN POSTS

ITEM	CENTERLINE SUPPLY, LTD	CUSTOM PRODUCTS CORP	XCESSORIES SQUARED DEV. & MFG. INC
	PRICE	PRICE	PRICE
I. 11 FOOT THIN WALL - PER POST	\$16.93	\$16.17	\$17.63
II. 12 FOOT THIN WALL - PER POST	\$17.65	\$17.67	\$19.28
III. 13 FOOT THIN WALL - PER POST	\$19.05	\$19.11	\$22.28
IV. 14 FOOT THIN WALL - PER POST	\$20.98	\$20.58	\$22.47

It is recommended that Bid No. 1011-20 be awarded as follows: CUSTOM PRODUCTS CORP: Sections I and IV, and CENTERLINE SUPPLY LTD: Sections II and III.

Forwarded by Gary Jennings, Traffic Control Supervisor



CITY COUNCIL AGENDA SEPTEMBER 14, 2010

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

Item No. 14

Text File Number: BID-1011-20

Introduced: 8/31/2010 by Angelo Lombardo

Current Status: Consent Items

Version: 1

Matter Type: Bid

Title

CONSIDERATION AND AWARDED OF BID NO. 1011-20 FOR GALVANIZED STEEL SIGN POSTS FOR THE TRAFFIC CONTROL DIVISION.

ACTION NEEDED: Motion to accept or reject all bids meeting specifications on Sections 1 and 4; and, if accepted, award the bid to Custom Products Corporation as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

ACTION NEEDED: Motion to accept or reject all bids meeting specifications on Sections 2 and 3; and, if accepted, award the bid to Centerline Supply, LTD., as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

Body

BACKGROUND: The City of Norman's Traffic Control Division utilizes galvanized steel posts, sign faces, and aluminum materials for manufacturing street signs; glass beads for reflective traffic markings, and fluorescent traffic cones for the pavement striping program.

DISCUSSION: Every year, the City of Norman enters into several supply agreements for the materials needed in our striping and signing operations. Under these agreements we purchase operating equipment and supplies as they are needed. Bids No. 1011-19 through 1011-23 were opened on August 12, 2010, and will provide the various material sources needed for our striping and signing programs.

The budget amount for Bid Numbers 1011-19, 1011-20, and 1011-23 (All Sections) is \$50,000.00. Account Number for Traffic Sign Materials: 010-5023-429.32-13.

The budget amount for Bid Numbers 1011-21 and 1011-22 (All Sections) is \$15,000.00. Account Number for Pavement Marking Materials: 010-5023-429.32-14.

RECOMMENDATION: That the bid for Sections 1 and 4 be awarded to Custom Products Corporation and for Sections 2 and 3 be awarded to Centerline Supply, Ltd., as the lowest and best bidders meeting specifications.

BID NO. 1011-19

TRAFFIC SIGN FACES - PER SQUARE FOOT

ITEM	CUSTOM PRODUCTS CORP	HALL SIGNS, INC	VULCAN SIGNS	INTERSTATE HIGHWAY SIGN CORP	ROCAL, INC	SAFeway SIGN COMPANY
	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
I. SEG SHEETING - ONE COLOR INK	\$1.56	\$1.32	\$1.35	\$1.67	\$2.24	\$1.75
II. SEG SHEETING - TWO COLORS INK	\$1.67	\$1.47	\$1.37	\$1.67	\$2.47	\$1.95
III. SEG SHEETING - THREE COLORS INK	\$2.00	\$1.55	\$1.40	\$1.67	\$3.95	\$2.15
IV. HIGH INTENSITY SHEETING - ONE COLOR INK	\$1.82	\$1.77	\$1.64	\$2.32	\$1.87	\$2.35
V. HIGH INTENSITY SHEETING - TWO COLORS INK	\$1.92	\$1.97	\$1.66	\$2.32	\$2.10	\$2.55
VI. HIGH INTENSITY SHEETING - THREE COLORS INK	\$2.67	\$2.08	\$1.69	\$2.32	\$3.58	\$2.75
VII. DIAMOND GRADE SHEETING - ONE COLOR INK	\$3.94	\$4.96	\$4.89	\$4.50	\$4.78	\$5.30
VIII. DIAMOND GRADE SHEETING - TWO COLORS INK	\$4.03	\$5.51	\$4.91	\$4.50	\$5.01	\$5.50
IX. DIAMOND GRADE SHEETING - FLUORESCENT YELLOW-GREEN	\$4.31	\$5.19	\$4.95	\$5.02	\$4.78	\$5.51
X. DIAMOND GRADE SHEETING - FLUORESCENT YELLOW-GREEN TWO COLORS INK	\$4.40	\$5.77	\$9.50	\$5.02	\$5.01	\$5.71

It is recommended that Bid No. 1011-19 be awarded as follows: HALL SIGNS, INC: Section I, VULCAN SIGNS: Sections II, III, IV, V, and VI, and CUSTOM PRODUCTS CORP: Sections VII, VIII, IX, and X.

BID NO. 1011-20

GALVANIZED STEEL SIGN POSTS

ITEM	CENTERLINE SUPPLY, LTD	CUSTOM PRODUCTS CORP	XCESSORIES SQUARED DEV. & MFG, INC
	PRICE	PRICE	PRICE
I. 11 FOOT THIN WALL - PER POST	\$16.93	\$16.17	\$17.63
II. 12 FOOT THIN WALL - PER POST	\$17.65	\$17.67	\$19.28
III. 13 FOOT THIN WALL - PER POST	\$19.05	\$19.11	\$22.28
IV. 14 FOOT THIN WALL - PER POST	\$20.98	\$20.58	\$22.47

It is recommended that Bid No. 1011-20 be awarded as follows: CUSTOM PRODUCTS CORP: Sections I and IV, and CENTERLINE SUPPLY LTD: Sections II and III.

Forwarded by Gary Jennings, Traffic Control Supervisor



**CITY COUNCIL AGENDA
SEPTEMBER 14, 2010**

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

Item No. 15

Text File Number: BID-1011-21

Introduced: 8/31/2010 by Angelo Lombardo

Current Status: Consent Item

Version: 1

Matter Type: Bid

Title

CONSIDERATION AND AWARDING OF BID NO. 1011-21 FOR TRAFFIC PAINT GLASS BEADS FOR THE TRAFFIC CONTROL DIVISION.

ACTION NEEDED: Motion to accept or reject all bids meeting specifications; and, if accepted, awarded the bid to Paving Maintenance Supply, Inc., in the amount of \$0.347 per pound as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

Body

BACKGROUND: The City of Normans Traffic Control Division utilizes galvanized steel posts, sign faces, and aluminum materials for manufacturing street signs; glass beads for reflective traffic markings, and fluorescent traffic cones for the pavement striping program.

DISCUSSION: Every year, the City of Norman enters into several supply agreements for the materials needed in our striping and signing operations. Under these agreements we purchase operating equipment and supplies as they are needed. Bids No. 1011-19 through 1011-23 were opened on August 12, 2010, and will provide the various material sources needed for our striping and signing programs.

The budget amount for Bid Numbers 1011-19, 1011-20 and 1011-23 (All Sections) is \$50,000.00. Account Number for Traffic Sign Materials: 010-5023-429.32-13.

The budget amount for Bid Numbers 1011-21 and 1011-22 (All Sections) is \$15,000.00. Account Number for Pavement Marking Materials: 010-5023-429.32-14.

RECOMMENDATION: That Bid No. B-1011-21 be awarded to Paving Maintenance Supply, Inc., in the amount of \$0.347 per pound.

BID NO. 1011-21

TRAFFIC PAINT GLASS BEADS

ITEM	PAVING MAINTENANCE SUPPLY, INC	CENTERLINE SUPPLY LTD	SWARCO REFLEX, INC	POTTERS INDUSTRIES, INC	ROADSAFE TRAFFIC SYSTEMS
	PRICE	PRICE	PRICE	PRICE	PRICE
TRAFFIC PAINT GLASS BEADS - PER POUND	\$0.347	\$0.35	\$0.355	\$0.54	\$0.56

It is recommended that Bid No. 1011-21 be awarded to PAVING MAINTENANCE SUPPLY, INC (PMSI).

BID NO. 1011-22

FLUORESCENT TRAFFIC CONES

ITEM	BARCO MUNICIPAL PRODUCTS, INC	CENTERLINE SUPPLY LTD	HALSEN PRODUCTS
	PRICE	PRICE	PRICE
28" FLUORESCENT TRAFFIC CONES - PER CONE	\$8.00	\$8.29	\$9.85

It is recommended that Bid No. 1011-22 be awarded to BARCO MUNICIPAL PRODUCTS, INC.

BID NO. 1011-23

TRAFFIC SIGNS AND ACCESSORIES

ITEM	CENTERLINE SUPPLY LTD	CUSTOM PRODUCTS CORP	HALL SIGNS INC	VULCAN SIGNS	AMERICAN SIGN BRACKETS	ROCAL INC	MD SOLUTIONS	US STANDARD SIGN
	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
I. SHEET ALUMINUM - 0.080 INCH PER SQUARE FOOT	NO BID	\$2.05	\$2.35	\$1.93	NO BID	\$2.55	NO BID	\$2.46
II. SHEET ALUMINUM - 0.125 INCH PER SQUARE FOOT	NO BID	\$4.32	\$4.49	\$3.10	NO BID	\$4.19	NO BID	\$3.97
III A. STREET NAME BRACKET SETS WITH 6 INCH BLADE HOLDER	\$8.80	\$13.40	\$8.02	\$10.44	\$9.80	NO BID	\$8.50	NO BID
III B. STREET NAME BRACKET SETS WITH 12 INCH BLADE HOLDER	\$19.30	\$29.38	\$20.92	\$28.15	\$24.70	NO BID	\$22.00	NO BID
III C. ADDITIONAL VANDAL PROOF BOLTS	\$0.30	\$0.30	\$0.19	\$0.26	\$0.20	NO BID	\$0.20	NO BID
III D. ADDITIONAL VANDAL PROOF SCREWS	\$0.31	\$0.24	\$0.19	\$0.23	\$0.20	NO BID	\$0.20	NO BID
III E. INSTALLATION TOOLS FOR VANDAL PROOF BOLTS	\$2.40	\$1.53	\$1.53	\$5.50	\$2.80	NO BID	\$3.00	NO BID
III F. INSTALLATION TOOLS FOR VANDAL PROOF SCREWS	\$2.40	\$1.53	\$3.80	\$5.50	\$2.30	NO BID	\$3.00	NO BID

It is recommended that Bid No. 1011-23 be awarded as follows: VULCAN SIGNS; Sections I and II, HALL SIGNS, INC; Section III A, C, D and E, CENTERLINE SUPPLY LTD, Section III B, and CUSTOM PRODUCTS CORP; Section III E and F

There is a tie on Section III E between HALL SIGNS, INC and CUSTOM PRODUCTS CORP, orders for these items will alternate on an as needed basis.

Forwarded by: Gary Jennings, Traffic Control Supervisor



CITY COUNCIL AGENDA SEPTEMBER 14, 2010

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

Item No. 16

Text File Number: BID-1011-22

Introduced: 8/31/2010 by Angelo Lombardo

Current Status: Consent Item

Version: 1

Matter Type: Bid

Title

CONSIDERATION AND AWARDING OF BID NO. 1011-22 FOR FLUORESCENT TRAFFIC CONES FOR THE TRAFFIC CONTROL DIVISION.

ACTION NEEDED: Motion to accept or reject all bids meeting specifications; and, if accepted, award the bid to Barco Municipal Products, Inc., in the amount of \$8.00 per cone as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

Body

BACKGROUND: The City of Norman's Traffic Control Division utilizes galvanized steel posts, sign faces, and aluminum materials for manufacturing street signs; glass beads for reflective traffic markings, and fluorescent traffic cones for the pavement striping program.

DISCUSSION: Every year, the City of Norman enters into several supply agreements for the materials needed in our striping and signing operations. Under these agreements we purchase operating equipment and supplies as they are needed. Bids No. 1011-19 through 1011-23 were opened on August 12, 2010, and will provide the various material sources needed for our striping and signing programs.

The budget amount for Bid Numbers 1011-19, 1011-20 and 1011-23 (All Sections) is \$50,000.00. Account Number for Traffic Sign Materials: 010-5023-429.32-13.

The budget amount for Bid Numbers 1011-21 and 1011-22 (All Sections) is \$15,000.00. Account Number for Pavement Marking Materials: 010-5023-429.32-14.

RECOMMENDATION: That the Bid No. 1011-22 be awarded to Barco Municipal Products in the amount of \$8.00 per cone.

BID NO. 1011-21

TRAFFIC PAINT GLASS BEADS

ITEM	PAVING MAINTENANCE SUPPLY, INC	CENTERLINE SUPPLY LTD	SWARCO REFLEX, INC	POTTERS INDUSTRIES, INC	ROADSAFE TRAFFIC SYSTEMS
	PRICE	PRICE	PRICE	PRICE	PRICE
TRAFFIC PAINT GLASS BEADS - PER POUND	\$0.347	\$0.35	\$0.355	\$0.54	\$0.56

It is recommended that Bid No. 1011-21 be awarded to PAVING MAINTENANCE SUPPLY, INC. (PMISH).

BID NO. 1011-22

FLUORESCENT TRAFFIC CONES

ITEM	BARCO MUNICIPAL PRODUCTS, INC	CENTERLINE SUPPLY LTD	HALSEN PRODUCTS
	PRICE	PRICE	PRICE
28" FLUORESCENT TRAFFIC CONES - PER CONE	\$8.00	\$8.29	\$9.85

It is recommended that Bid No. 1011-22 be awarded to BARCO MUNICIPAL PRODUCTS, INC.

BID NO. 1011-23

TRAFFIC SIGNS AND ACCESSORIES

ITEM	CENTERLINE SUPPLY LTD	CUSTOM PRODUCTS CORP	HALL SIGNS INC	VULCAN SIGNS	AMERICAN SIGN BRACKETS	ROCAL INC	MD SOLUTIONS	US STANDARD SIGN
	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
I. SHEET ALUMINUM - 0.060 INCH PER SQUARE FOOT	NO BID	\$2.05	\$2.35	\$1.93	NO BID	\$2.55	NO BID	\$2.46
II. SHEET ALUMINUM - 0.125 INCH PER SQUARE FOOT	NO BID	\$4.32	\$4.49	\$3.10	NO BID	\$4.19	NO BID	\$3.97
III A. STREET NAME BACKET SETS WITH 6 INCH BLADE HOLDER	\$8.80	\$13.40	\$8.02	\$10.44	\$9.80	NO BID	\$8.50	NO BID
III B. STREET NAME BRACKET SETS WITH 12 INCH BLADE HOLDER	\$19.30	\$29.38	\$20.92	\$28.15	\$24.70	NO BID	\$22.00	NO BID
III C. ADDITIONAL VANDAL PROOF BOLTS	\$0.30	\$0.30	\$0.19	\$0.26	\$0.20	NO BID	\$0.20	NO BID
III D. ADDITIONAL VANDAL PROOF SCREWS	\$0.31	\$0.24	\$0.19	\$0.23	\$0.20	NO BID	\$0.20	NO BID
III E. INSTALLATION TOOLS FOR VANDAL PROOF BOLTS	\$2.40	\$1.53	\$1.53	\$5.50	\$2.80	NO BID	\$3.00	NO BID
III F. INSTALLATION TOOLS FOR VANDAL PROOF SCREWS	\$2.40	\$1.53	\$3.80	\$5.50	\$2.30	NO BID	\$3.00	NO BID

It is recommended that Bid No. 1011-23 be awarded as follows: VULCAN SIGNS: Sections I and II, HALL SIGNS, INC: Section III A, C, D and E, CENTERLINE SUPPLY LTD: Section III B, and CUSTOM PRODUCTS CORP: Section III E and F

There is a tie on Section III E between HALL SIGNS, INC and CUSTOM PRODUCTS CORP, orders for these items will alternate on an as needed basis.

Forwarded by: Gary Jennings, Traffic Control Supervisor



CITY COUNCIL AGENDA SEPTEMBER 14, 2010

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

Item No. 17

File Number: BID-1011-23

Introduced: 8/31/2010 by Angelo Lombardo

Current Status: Consent Item

Version: 1

Matter Type: Bid

Title

CONSIDERATION AND AWARDED OF BID NO. 1011-23 FOR TRAFFIC SIGNS AND ACCESSORIES FOR THE TRAFFIC CONTROL DIVISION.

ACTION NEEDED: Motion to accept or reject all bids meeting specifications on Sections 1 and 2; and, if accepted, award the bid to Vulcan Signs as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

ACTION NEEDED: Motion to accept or reject all bids meeting specifications on Sections 3A, 3C, and 3D; and, if accepted, award the bid to Hall Signs, Inc., as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

ACTION NEEDED: Motion to accept or reject all bids meeting specifications on Section 3B; and, if accepted, award the bid to Centerline Supply, LTD., in the amount of \$19.30 each as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

ACTION NEEDED: Motion to accept or reject all bids meeting specifications on Section 3E; and, if accepted, award the bid to Hall Signs, Inc., and Custom Products Corporation as the lowest and best bidders meeting specifications.

ACTION TAKEN: _____

ACTION NEEDED: Motion to accept or reject all bids meeting specifications on Section 3F; and, if accepted, award the bid to Custom Products Corporation in the amount of \$1.53 each as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

Body

BACKGROUND: The City of Norman's Traffic Control Division utilizes galvanized steel posts, sign faces, and aluminum materials for manufacturing street signs; glass beads for reflective traffic markings, and fluorescent traffic cones for the pavement striping program.

DISCUSSION: Every year, the City of Norman enters into several supply agreements for the materials needed in our striping and signing operations. Under these agreements we purchase operating equipment and supplies as they are needed. Bids No. 1011-19 through 1011-23 were opened on August 12, 2010, and will provide the various material sources needed for our striping and signing programs.

The budget amount for Bid Numbers 1011-19, 1011-20 and 1011-23 (All Sections) is \$50,000.00. Account Number for Traffic Sign Materials: 010-5023-429.32-13.

The budget amount for Bid Numbers 1011-21 and 1011-22 (All Sections) is \$15,000.00. Account Number for Pavement Marking Materials: 010-5023-429.32-14.

RECOMMENDATION: It is recommended that the bids for Sections 1 and 2 be awarded to Vulcan Signs; Hall Signs, Inc., be awarded the bid for Sections 3A, 3C, and 3D; and Section 3F be awarded Custom Products Corporation. There was a tie bid on Section 3E and it is recommended that the bid be awarded to Hall Signs, Inc., and Custom Products Corporation. The items on Section 3E will be alternated on an as needed basis.

BID NO. 1011-21

TRAFFIC PAINT GLASS BEADS

ITEM	PAVING MAINTENANCE SUPPLY, INC	CENTERLINE SUPPLY LTD	SWARCO REFLEX, INC	POTTERS INDUSTRIES, INC	ROADSAFE TRAFFIC SYSTEMS
	PRICE	PRICE	PRICE	PRICE	PRICE
TRAFFIC PAINT GLASS BEADS - PER POUND	\$0.347	\$0.35	\$0.355	\$0.54	\$0.56

It is recommended that Bid No. 1011-21 be awarded to PAVING MAINTENANCE SUPPLY, INC (PMSI).

BID NO. 1011-22

FLUORESCENT TRAFFIC CONES

ITEM	BARCO MUNICIPAL PRODUCTS, INC	CENTERLINE SUPPLY LTD	HALSEN PRODUCTS
	PRICE	PRICE	PRICE
28" FLUORESCENT TRAFFIC CONES - PER CONE	\$8.00	\$8.29	\$9.85

It is recommended that Bid No. 1011-22 be awarded to BARCO MUNICIPAL PRODUCTS, INC.

BID NO. 1011-23

TRAFFIC SIGNS AND ACCESSORIES

ITEM	CENTERLINE SUPPLY LTD	CUSTOM PRODUCTS CORP	HALL SIGNS INC	VULCAN SIGNS	AMERICAN SIGN BRACKETS	ROCAL INC	MD SOLUTIONS	US STANDARD SIGN
	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
I. SHEET ALUMINUM - 0.080 INCH PER SQUARE FOOT	NO BID	\$2.05	\$2.35	\$1.93	NO BID	\$2.55	NO BID	\$2.46
II. SHEET ALUMINUM - 0.125 INCH PER SQUARE FOOT	NO BID	\$4.32	\$4.49	\$3.10	NO BID	\$4.19	NO BID	\$3.97
III A. STREET NAME BRACKET SETS WITH 6 INCH BLADE HOLDER	\$8.80	\$13.40	\$8.02	\$10.44	\$9.80	NO BID	\$8.50	NO BID
III B. STREET NAME BRACKET SETS WITH 12 INCH BLADE HOLDER	\$19.30	\$29.38	\$20.92	\$28.15	\$24.70	NO BID	\$22.00	NO BID
III C. ADDITIONAL VANDAL PROOF BOLTS	\$0.30	\$0.30	\$0.19	\$0.26	\$0.20	NO BID	\$0.20	NO BID
III D. ADDITIONAL VANDAL PROOF SCREWS	\$0.31	\$0.24	\$0.19	\$0.23	\$0.20	NO BID	\$0.20	NO BID
III E. INSTALLATION TOOLS FOR VANDAL PROOF BOLTS	\$2.40	\$1.53	\$1.53	\$5.50	\$2.80	NO BID	\$3.00	NO BID
III F. INSTALLATION TOOLS FOR VANDAL PROOF SCREWS	\$2.40	\$1.53	\$3.80	\$5.50	\$2.30	NO BID	\$3.00	NO BID

It is recommended that Bid No. 1011-23 be awarded as follows: VULCAN SIGNS: Sections I and II; HALL SIGNS, INC: Section III A, C, D and E; CENTERLINE SUPPLY LTD Section III B, and CUSTOM PRODUCTS CORP: Section III E and F

There is a tie on Section III E between HALL SIGNS, INC and CUSTOM PRODUCTS CORP, orders for these items will alternate on an as needed basis

Forwarded by: Gary Jennings: Traffic Control Supervisor



**CITY COUNCIL AGENDA
SEPTEMBER 14, 2010**

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

Item No. 18

Text File Number: TMP-81

Introduced: 8/13/2010 by Ralph Arnett

Current Status: Consent Item

Version: 2

Matter Type: Authorization for Purchase

Title

CONSIDERATION OF AUTHORIZATION FOR THE PURCHASE OF A DEWATERED SLUDGE STORAGE BASIN ROOF IN THE AMOUNT OF \$31,800 FROM NUNEZ BROTHERS FOR THE WASTEWATER TREATMENT PLANT.

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to approve or reject authorization for the purchase of a dewatered sludge storage basin roof from Nunez Brothers in the amount of \$31,800.

ACTION TAKEN: _____

Body

BACKGROUND: As a result of the recent Sludge Improvements Capital project, the Waste Water Treatment Plant (WWTP) is now capable of processing dewatered biosolids. During inclement weather conditions, the dewatered biosolids need to be stored in the newly constructed dewatered sludge storage basin until agricultural application sites dry enough for the application of the dewatered biosolids. The storage basin requires a roof to protect the dewatered biosolids from rainfall.

DISCUSSION: Funds were approved in Fiscal Year Ended (FYE) 11 for the construction of a dewatered storage basin roof. The WWTP solicited proposals from area vendors capable of providing the necessary service. As a result only two written proposals were received and staff was unable to find a third vendor willing or capable of providing a quote for the project.

Funding for the dewatered sludge storage basin roof is budgeted in the Treatment Plant Improvements Project, Construction (account 032-9939-432.61-01). The impact to this account for project number WW0057 is as follows:

Current Balance \$35,000
Quote Amount \$31,800
Remaining Balance \$ 3,200

RECOMMENDATION: Staff recommends approval to purchase the dewatered sludge storage basin roof from Nunez Brothers as the lowest and best bidder in the amount of \$31,800.



**CITY COUNCIL AGENDA
SEPTEMBER 14, 2010**

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

Item No. 19

Text File Number: TMP-83

Introduced: 8/29/2010 by Gary Lowe

Current Status: Consent Item

Version: 2

Matter Type: Authorization for Purchase

Title

CONSIDERATION OF AUTHORIZATION FOR THE PURCHASE OF NAVILINE ENHANCED USER INTERFACE SOFTWARE FROM SUNGARD PUBLIC SECTOR IN THE AMOUNT OF \$83,626.70 FOR THE FINANCE DEPARTMENT.

ACTION NEEDED: Motion to approve or reject authorization for the purchase of NaviLine Enhanced User Interface Software in the amount of \$83,626.70 from SunGuard Public Sector for the Finance Department.

ACTION TAKEN: _____

Body

BACKGROUND: In fiscal year 1994-1995 (FYE 1995) the City Council approved contract number K-9495-99 with IBM Corporation and HTE, Inc. for the purchase of an IBM AS400 mid-range computer system and HTE municipal government software suite. This contract included all hardware and software installation services, all necessary training, and conversion services to convert data from the then-existing Burroughs and DEC computer systems. This contract also included a five-year maintenance agreement on the IBM hardware and system software. At that time Council also approved contract number K-9495-98 with HTE, Inc. for ongoing maintenance and support services on their software suite with an annual renewal option. In FYE 1998 the City Council approved contract number K-9798-114 with HTE, Inc. for the purchase and implementation of their Click-2-gov software which made it possible for the City's utility customers to access their City utility account information and make payments online via the Internet. In 2003 HTE, Inc. was purchased by SunGuard Data Systems, Inc. and became SunGuard HTE. In 2008 SunGuard HTE was merged with two other SunGuard government software divisions to become SunGuard Public Sector.

DESCRIPTION: The SunGuard Public Sector suite of software we are currently using is hosted on our IBM i-Series (formerly know as the AS400) mid-range computer system. This current software suite uses what has become known in the industry as a green screen user interface. This type of user interface provides menu options that allow the user to determine which data entry or inquiry screens he/she wishes to see displayed. Each screen displays labeled fields that either display data or provides a space for data entry. The NaviLine enhanced user interface software suite provides an optional point-and-click user interface for our i-Series based SunGuard Public Sector software suite users that is similar

to the type of user interface they are familiar with seeing on their Windows-based software. Our SunGuard software users can continue to use the green screen interface if they choose to do so but most will find that the NaviLine point-and-click option will provide them with improved screen design that will streamline their data entry and inquiry tasks and improve their overall efficiency. The purchase and implementation of the NaviLine enhanced user interface software will result in an annual savings of \$11,256 in software maintenance and support costs.

RECOMMENDATION: Staff recommends Council authorization of the purchase of the NaviLine enhanced user interface software suite from SunGuard Public Sector at a cost of \$83,626.70. Funds are available in Telecommunication/Computer Software account 010-3021-419.53-04 and 010-3022-415.53-04. SunGuard Public Sector is the sole source for this NaviLine enhanced user interface software suite, to interact with existing SunGuard software hosted on the City's mid-range computer system.

SUNGARD® PUBLIC SECTOR

NaviLine

City of Norman, OK (NORM)
Investment Summary - NaviLine
January 16th, 2009 (Updated 08/06/10)

Applications	License Fees	Training Fees (1,3)	NaviLine Implementation Fees	New NaviLine Annual Maintenance Fees (2)
NaviLine Migration			\$7,000.00	
Accounts Receivable Module (Included in PT) - MR	Included			Included
Asset Management I (Fixed Assets) - FA	\$3,660.00			\$2,880.00
Building Permits Module - BP	\$6,045.00			\$4,030.00
Business Licenses Module - OL	\$2,304.00			\$1,535.00
Case Management Module - CS	\$13,915.00			\$9,275.00
Cash Receipts Module - CR	Included			\$3,040.00
Customer Information Systems - CX	\$20,235.00			\$13,490.00
Document Management Services - DX	Included			\$1,015.00
General Ledger (GMB) with Extended Reporting - GM	\$17,948.00			\$11,965.00
Land/Parcel Management - LX	Included			\$3,160.00
Parking Tickets (Citations Mgmt) - PT	Included			Included
Payroll/Personnel Module - PR	\$10,530.00			\$7,020.00
Purchasing/Inventory Module - PI	\$9,865.00			\$6,575.00
QRep Catalogs (x 9) - GM with GF, MR, CR, PI, PR, LX, BP, CX, Courts	Included			\$2,790.00
Help Card		\$4,800.00		
Totals	\$84,502.00	\$4,800.00	\$7,000.00	\$66,775.00
License Fees:	\$84,502.00			
License Fee Discount (approved through 09/30/10):	(\$12,675.30)			
Training - Help Card	\$4,800.00			
NaviLine Implementation Fees:	\$7,000.00			
Hardware Appliance:	TBD (See 2nd Tab)			
Total:	\$83,626.70			

Payment Terms:

1. License fees, Help Card, Hardware, and Implementation Fees are due at contract execution, signed quote, or receipt of purchase order.
2. New NaviLine Annual Support Fees listed herein reflect the new support fees on the NaviLine Licensed Programs and Customer's current support fees will be adjusted pro-rata accordingly. The above annual support fees are effective upon SunGard Public Sector's receipt of Purchase Order and this Quote executed below. Support fees for subsequent terms of support will be due prior to the start of that term at the then prevailing rate. Support Services do not include maintenance on modifications made to the Licensed Program at Customer's request.
3. The HELP Card is an annual subscription renewal and will be invoiced annually.
- 4 Travel, out of pocket, and living expenses are not included in above pricing and will be invoiced as incurred.

Notes:

1. This quote constitutes a Supplement to the existing Software License and Services Agreement signed by SunGard Public Sector Inc. and Customer. Except as provided herein, all terms of the Agreement remain in full force and effect.
2. There is no testing and acceptance period. The SunGard Public Sector application warranty period is 120 days after the delivery date. "Delivery Date" means for each Component System, the date on which SunGard Public Sector first ships the Component System to the Delivery Address F.O.B. SunGard Public Sector's place of shipment.
3. Licensed Programs may be used in machine-readable object code form only. Source Code is not provided.
4. Unless otherwise provided for herein, warranty, modification retrofit and maintenance offerings by SunGard Public Sector for its Licensed Program(s) do not apply to any third party hardware or third party software supplied under this Supplement. SunGard Public Sector does not make any warranties nor provide any source code for any non-SunGard Public Sector products unless otherwise provided herein. The return and refund policy of each individual third party hardware or third party software supplier shall prevail unless otherwise provided herein.
5. Scheduled Resource Changes: For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.
6. Pricing is for the application as-is. Any modifications or conversions will incur additional cost.
7. SCR and/or Conversions, if required, are payable 50% upon execution or receipt of purchase order and 50% upon completion.
8. Additional hardware and/or third-party software may be required. For hardware specifications and information, please contact Tom Lewis at SPS VAR - tom.lewis@verticalvar.com or by calling (772) 871-9125.
9. Applicable taxes are not included in the above fees and if applicable, will be added to the amount in the payment invoices.
10. Please indicate that your purchase order is per the terms and conditions of this proposal dated 01-16-09 (and Updated 08/06/10).

The pricing, terms and conditions in this quote will be honored provided this quote is fully executed by Sept. 30th, 2010.		
City of Norman, OK (NORM) 201 W. Gray Street Norman, OK 73070 Prepared for: Vanessa Fryar & Gary Lowe		
Authorized Signature	Date	Printed Name

Source PB 09/25/08 (Scott Christensen) - Approval to use this pricing received 08/06/10.

PURCHASE REQUISITION NBR: 0000175698

REQUISITION BY: GARY LOWE
STATUS: DIVISION APPROVAL
REASON: BUDGETED NAVILINE SOFTWARE;
DATE: 8/29/10
SHIP TO LOCATION: FIN-INFO SERVICES
SUGGESTED VENDOR: 5180 SUNGARD PUBLIC SECTOR INC
DELIVER BY DATE: 1/31/11

LINE NBR DESCRIPTION QUANTITY UOM UNIT COST EXTEND COST VENDOR PART NUMBER

1 CUSTOMER INFORMATION SYSTEMS (CX) NAVILINE 20235.00 DOL 1.0000 20235.00
ENHANCED USER INTERFACE
COMMODITY: COMPUTER SOFTWARE FOR MIC
SUBCOMMOD: INTEGRATED SOFTWARE

2 NAVILINE ENHANCED USER INTERFACE FOR ALL OTHER 63391.70 DOL 1.0000 63391.70
SUNGARD APPLICATIONS

* CONFIRMING PO
COMMODITY: COMPUTER SOFTWARE FOR MIC
SUBCOMMOD: INTEGRATED SOFTWARE

REQUISITION TOTAL: 83626.70

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	01030224155304	Telecommunication Equip.	100.00	20235.00
2	01030214195304	Computer Software Telecommunication Equip. Computer Software	100.00	63391.70
				83626.70

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SOLE SOURCE
BUDGETED SUNGARD GUI SOFTWARE. PURCHASE PENDING
COUNCIL APPROVAL.



CITY COUNCIL AGENDA SEPTEMBER 14, 2010

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

Item No. 20

Text File Number: TMP-93

Introduced: 9/2/2010 by Jim Spearman

Current Status: Consent Item

Version: 1

Matter Type: Donation

Title

CONSIDERATION OF THE ACCEPTANCE OF A DONATION OF ONE (1) BOMB SUIT AND ONE (1) BOMB SUIT HELMET VALUED AT \$18,994.51 FROM THE OKLAHOMA OFFICE OF HOMELAND SECURITY TO BE USED BY THE POLICE DEPARTMENT HAZARDOUS DEVICES UNIT.

ACTION NEEDED: Motion to accept or reject a donation fo one (1) bomb suit and one (1) bomb helmet valued at \$18,994.51 from the Oklahoma Office of Homeland Security to be used by the Police Department Hazardous Devices Unit.

ACTION TAKEN: _____

Body

BACKGROUND: On August 9, 2010, the Norman Police Department received confirmation that the Oklahoma Office of Homeland Security (OKOHS) had purchased the following items through a grant and assigned those to the Norman Police Department for use by the Police Hazardous Devices Unit:

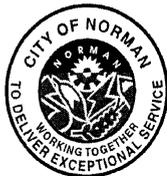
One (1) Bomb Suit, model 4000-0091-3, SN: F400407
One (1) Matching Helmet, model MA005118-01, SN F401905

The items were purchased by funds from the Urban Area Security Initiative (UASI) Grant. The grant administration will be handled by the OKOHS and the equipment is provided to the Norman Police Department at no cost. Section 8-111 of Chapter 8 of the Code of the City of Norman requires acceptance of all items with a value of more than \$250 be approved by the City Council prior to use.

DISCUSSION: The Office of Homeland Security was born from the terrorist incidents of September 11, 2001. During the aftermath of that disaster, it became apparent that most urban law enforcement agencies are vulnerable to terrorist activity, but not properly equipped to handle it. As a result, the UASI grants were established to provide the needed equipment to these urban agencies.

The items will be utilized only by trained Hazardous Devices Unit (HDU) members. In the event suspected devices are located in another community, the Norman Police HDU may be expected to respond and provide assistance as necessary under the guidelines of the National Incident Management System (NIMS). Under certain circumstance, the City of Norman may be eligible for reimbursement of actual expenses.

RECOMMENDATION: It is recommended the Council accept one (1) Bomb Suit, Model 4000-0091-3, SN: F400407, and one (1) Bomb Suit Helmet valued at \$18,994.51 from the Oklahoma Office of Homeland Security.



CITY COUNCIL AGENDA SEPTEMBER 14, 2010

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

Item No. 21

Text File Number: TMP-92

Introduced: 9/1/2010 by Major Kent Ritchie

Current Status: Consent Item

Version: 3

Matter Type: Donation

Title

CONSIDERATION OF THE ACCEPTANCE OF A DONATION OF TWO (2) MOUNTAIN BIKES VALUED AT \$1400 FROM THE NORMAN TARGET STORE TO BE USED BY THE NORMAN POLICE DEPARTMENT.

ACTION NEEDED: Motion to accept or reject two (2) Mountain Bikes valued at \$1400 from the Norman Target Store to be used by the Norman Police Department.

ACTION TAKEN: _____

Body

BACKGROUND: The local Target store has presented two mountain bikes for donation to the Norman Police Department to be used for the Patrol Bureau's Bicycle Team.

DISCUSSION: The local Target store purchased two Trek brand law enforcement model mountain bikes intended for use by its Asset Protection Division. The business has since decided that bike patrol of its facility is not practical and has offered to donate the like new bikes to the Norman Police Department. The bicycles are the same make and model as those currently used by the Patrol Bureau's Bike Team and are worth an estimated \$700 each in their current condition. This donation will make the needed replacement of two police bicycles, which otherwise would not be possible as no budget is available for this equipment this year.

RECOMMENDATION: It is recommended that the two Trek brand mountain bikes valued at an estimated \$1400 be accepted and put in service by the Norman Police Department.



CITY COUNCIL AGENDA SEPTEMBER 14, 2010

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

Item No. 22

Text File Number: E-1011-16

Introduced: 9/1/2010 by Bob Hanger

Current Status: Consent Item

Version: 1

Matter Type: Easement

Title

PERMANENT EASEMENT NO. E-1011-16: CONSIDERATION OF ACCEPTANCE OF A PERMANENT DRAINAGE EASEMENT DONATED BY NORMAN PROPERTY DEVELOPMENT, L.L.C., IN CONNECTION WITH THE 2010 DRAINAGE PROJECTS.

ACTION NEEDED: Motion to accept or reject Permanent Easement No. E-1011-16; and, if accepted, direct the filing thereof with the Cleveland County Clerk.

ACTION TAKEN: _____

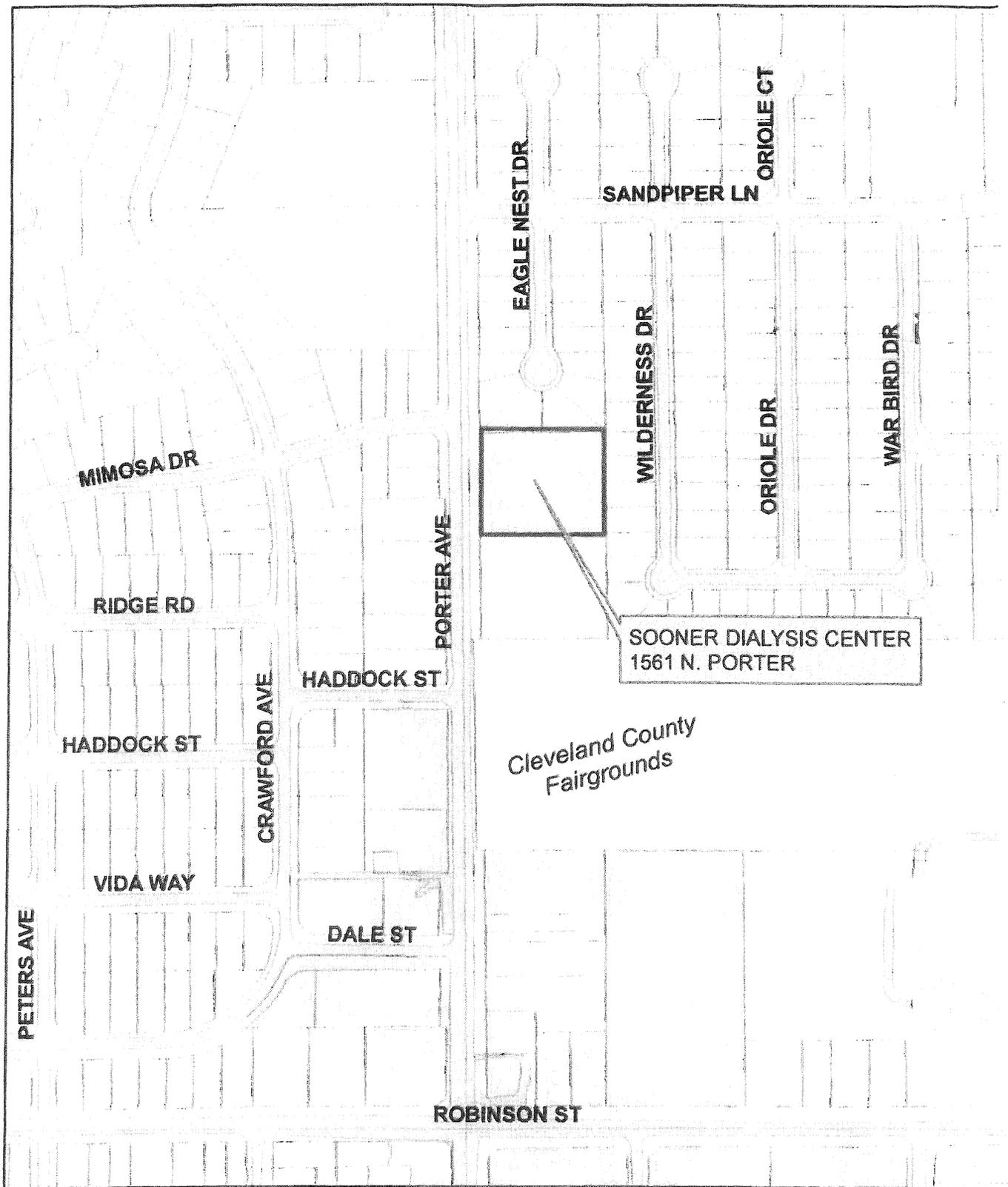
Body

BACKGROUND: The FYE 2010 Drainage Program consists of two projects, one for drainage improvements in the Sutton Place Addition. Approximately 3.29 acres from Sutton Place Addition, Section 4 drains to a concrete drainage flume between two houses and onto Wilderness Drive. During heavy storms, Wilderness Drive and Sandpiper Lane experience street flooding. This drainage condition has existed since 1986 when the Sutton Place Addition was developed. The developer met all of the City's subdivision regulations at that time. The solution to the drainage problem involves the installation of a new underground storm pipeline in an easement located at the Sooner Dialysis Center, 1561 N. Porter Avenue which is Lot 1, Block 1 of the Sutton Place Addition, Section 4 (see enclosed drawing and location map).

The FYE 2010 Drainage Project will correct this problem by moving the storm water discharge point to a storm sewer pipe on the east side of Porter Avenue. This storm sewer pipe did not exist when this addition was originally platted. By redirecting this storm water runoff, Wilderness Drive and Sandpiper Lane will experience less flooding during heavy rainfall events.

DISCUSSION: A drainage easement is required along the north property line of Sutton Place Addition, Section 4, Lot 1, Block 1, to construct a storm sewer pipe. A 20-foot-wide permanent drainage easement has been donated to the City of Norman by Norman Property Development, L.L.C., an Oklahoma Limited Liability Company which owns Sooner Dialysis Center. In addition, a 20-foot-wide temporary easement for construction purposes has been donated south of the permanent easement.

STAFF RECOMMENDATION: Staff recommends the above described easement be accepted, and the filing be directed thereof.



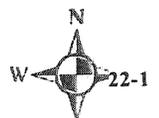
1 inch = 300 feet

LOCATION MAP

FYE 2010 Drainage Project

SOONER DIALYSIS CENTER

1561 N. PORTER



E-1011-16
GRANT OF DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Norman Property Development, L.L.C. an Oklahoma Limited Liability Company in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public drainage easement and right-of-way over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

A 20 foot (20') wide permanent drainage easement being a part of the Southwest Quarter of Section 20, Township 9 North, Range 2 West of Indian Meridian, Norman, Cleveland County, Oklahoma, also being a part of Sutton Place Addition, Section 4, Lot 1, Block 1, a plat recorded in Book 17, Page 62 of the Plat Record Volumes, Cleveland County, Oklahoma or particularly described as follows

The North 20 feet of Lot 1, Block 1 of said plat containing 5,800.0 ft² or 0.133 of an acre of land, more or less.

with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a public drainage structure.

The City of Norman is responsible for restoring this tract of land to its original condition or better. Pre-work pictures will be taken by the City of Norman to establish the pre-work condition.

To have and to hold the same unto the said City, its successors, and assigns forever

SIGNED and delivered this 27 day of April, 2010.

NORMAN PROPERTY DEVELOPMENT, L.L.C.,
an Oklahoma Limited Liability Company
BY: [Signature]
Dr. Osvaldo Llan deRosos, Co-Manager

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day 27 of April, 2010, personally appeared OSVALDO LLAN DE ROSOS MD, to me known to be the identical person(s) who executed the foregoing grant of easement 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.



[Signature]
Notary Public

My Commission Expires: 5-23-2010

Approved as to form and legality this 2nd day of September, 2010.

[Signature]
City Attorney

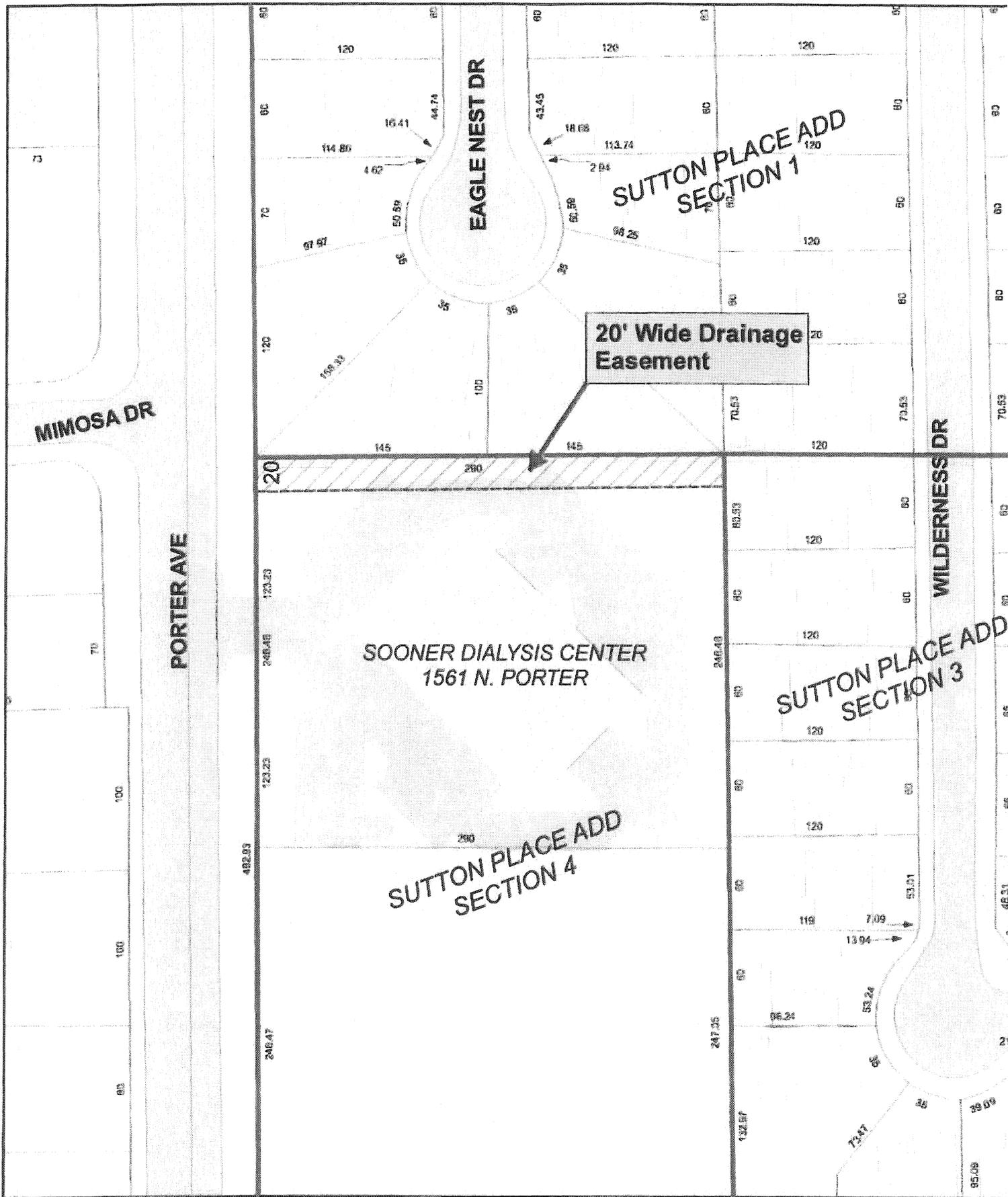
Approved and accepted by the Council of the City of Norman, this, 20____.

Mayor

ATTEST:

City Clerk

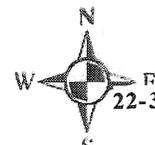
SEAL:



1 inch = 80 feet

EXHIBIT A

FYE 2010 Drainage Project
 SOONER DIALYSIS CENTER
 1561 N. PORTER





**CITY COUNCIL AGENDA
SEPTEMBER 14, 2010**

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

Item No. 23

Text File Number: E-1011-19

Introduced: 9/1/2010 by Bob Hanger

Current Status: Consent Item

Version: 1

Matter Type: Easement

Title

TEMPORARY EASEMENT NO. E-1011-19: CONSIDERATION OF ACCEPTANCE OF A TEMPORARY CONSTRUCTION EASEMENT DONATED BY NORMAN PROPERTY DEVELOPMENT, L.L.C., IN CONNECTION WITH THE FYE 2010 DRAINAGE PROJECT.

ACTION NEEDED: Motion to accept or reject Temporary Easement No. E-1011-19; and, if accepted, direct the filing thereof with the City Clerk.

ACTION TAKEN: _____

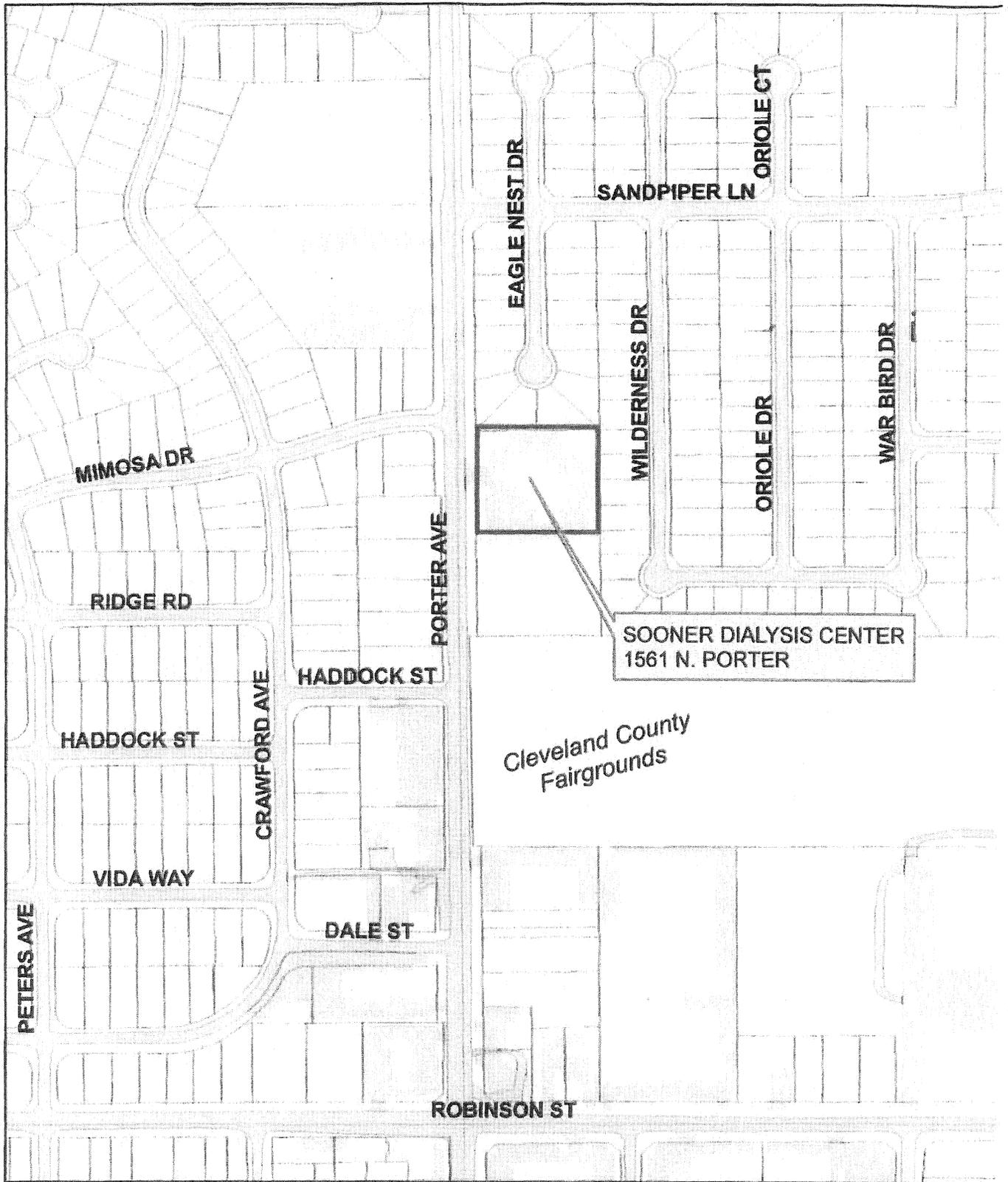
Body

BACKGROUND: The FYE 2010 Drainage Program consists of two projects, one for drainage improvements in the Sutton Place Addition. Approximately 3.29 acres from Sutton Place Addition, Section 4 drains to a concrete drainage flume between two houses and onto Wilderness Drive. During heavy storms, Wilderness Drive and Sandpiper Lane experience street flooding. This drainage condition has existed since 1986 when the Sutton Place Addition was developed. The developer met all of the City's subdivision regulations at that time. The solution to the drainage problem involves the installation of a new underground storm pipeline in an easement located at the Sooner Dialysis Center, 1561 N. Porter Avenue which is Lot 1, Block 1 of the Sutton Place Addition, Section 4 (see enclosed drawing and location map).

The FYE 2010 Drainage Project will correct this problem by moving the storm water discharge point to a storm sewer pipe on the east side of Porter Avenue. This storm sewer pipe did not exist when this addition was originally platted. By redirecting this storm water runoff, Wilderness Drive and Sandpiper Lane will experience less flooding during heavy rainfall events.

DISCUSSION: A drainage easement is required along the north property line of Sutton Place Addition, Section 4, Lot 1, Block 1, to construct a storm sewer pipe. A 20-foot-wide permanent drainage easement has been donated to the City of Norman by Norman Property Development, L.L.C., an Oklahoma Limited Liability Company which owns Sooner Dialysis Center. In addition, a 20-foot-wide temporary easement for construction purposes has been donated south of the permanent easement.

STAFF RECOMMENDATION: Staff recommends the above described easement be accepted, and the filing be directed thereof.



1 inch = 300 feet

LOCATION MAP

FYE 2010 Drainage Project
SOONER DIALYSIS CENTER
1561 N. PORTER



GRANT OF TEMPORARY DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Norman Property Development, L.L.C. an Oklahoma Limited Liability Company in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public drainage easement and right-of-way over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

A 20 foot (20') wide temporary drainage easement being a part of the Southwest Quarter of Section 20, Township 9 North, Range 2 West of Indian Meridian, Norman, Cleveland County, Oklahoma, also being a part of Sutton Place Addition, Section 4, Lot 1, Block 1, a plat recorded in Book 17, Page 62 of the Plat Record Volumes, Cleveland County, Oklahoma or particularly described as follows

The South 20 feet of the north 40 feet of Lot 1, Block 1 of said plat containing 5,800.0 ft² or 0.133 of an acre of land, more or less.

with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a public drainage structure.

The City of Norman is responsible for restoring this tract of land to its original condition or better. Pre-work pictures will be taken by the City of Norman to establish the prework condition.

This Temporary Drainage Easement will expire at the end of construction or December 31, 2010, which ever occurs first.

To have and to hold the same unto the said City, its successors, and assigns forever.

SIGNED and delivered this 27 day of April, 2010.

NORMAN PROPERTY DEVELOPMENT, L.L.C., an Oklahoma Limited Liability Company BY: Dr. Oswaldo Llan deRosos, Co-Manager

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 27 day of April of 2010, personally appeared Oswaldo Llan deRosos, MD, to me known to be the identical person(s) who executed the foregoing grant of easement 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.



5-23-2010

Edyth L. Leighty Notary Public

Approved as to form and legality this day of 2010.

City Attorney

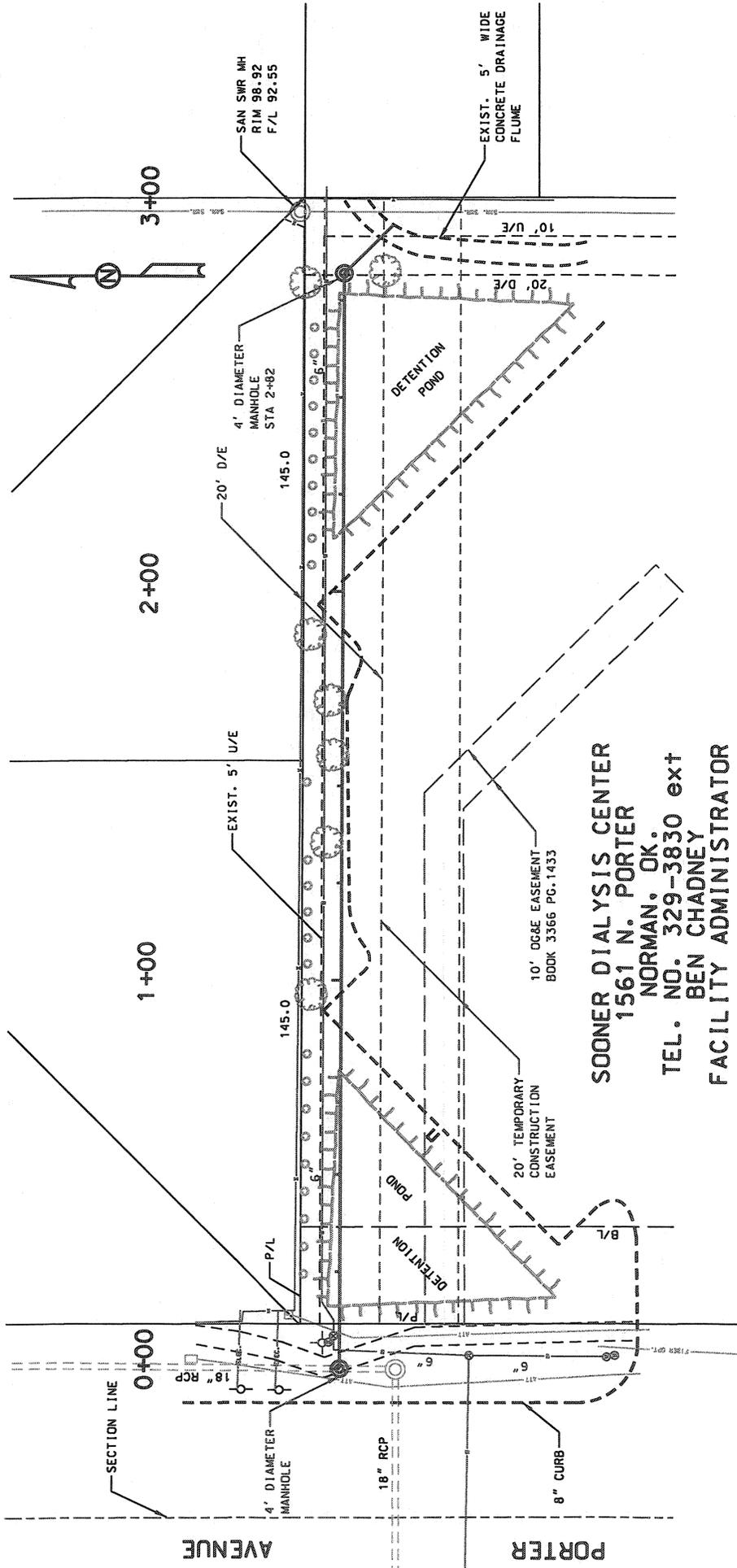
Approved and accepted by the Council of the City of Norman, this 20.

Mayor

ATTEST:

City Clerk

SEAL:



SOONER DIALYSIS CENTER
1561 N. PORTER
NORMAN, OK.
TEL. NO. 329-3830 ext
BEN CHADNEY
FACILITY ADMINISTRATOR



CITY COUNCIL AGENDA SEPTEMBER 14, 2010

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

Item No. 24

Text File Number: FP-1011-2

Introduced: 7/13/2010 by Ken Danner

Current Status: Consent Agenda

Version: 1

Matter Type: Final Plat

Title

CONSIDERATION OF A FINAL PLAT FOR MURDOCK VILLAGE ADDITION, A REPLAT OF A PORTION OF LOT 1 AND LOT 1A, BLOCK 3, NORMANDY ACRES FIRST ADDITION, GENERALLY LOCATED SOUTH AND WEST OF THE CORNER OF WEST MAIN STREET AND 24TH AVENUE S.W.

ACTION NEEDED: Motion to approve or reject the final plat for Murdock Village Addition, a replat of a portion of Lot 1 and Lot 1A, Block 3, Norman Acres First Addition; 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: _____

BACKGROUND: This item is a final plat for Murdock Village Addition, a replat of part of Lot 1 and 1A, Block 3, Normandy Acres First Addition and is generally located south of West Main Street and west of 24th Avenue NW. This property consists of 2.876 acres. The proposal is three commercial lots including two (2) restaurants and one (1) retail building.

This first phase will have access to West Main Street and 24th Avenue NW by an access agreement and an existing alley to the south that will provide access to 24th Avenue NW.

City Council, at its meeting of July 21, 1959, adopted Ordinance No. 1154 placing this property in C-2, General Commercial zoning classification. This property was previously used as the Heitz Chevrolet auto dealership.

City Council, at its meeting of April 27, 2010, approved the preliminary plat for Murdock Village Addition with alley waiver. Planning Commission, at its meeting of August 26, 2010 (special meeting), approved the final plat for Murdock Village Addition, a replat of part of Lot 1 and 1A, Block 3, Normandy Acres First Addition.

DISCUSSION: The public improvements consist of water mains and fire hydrants. A sanitary sewer main will be installed to serve Lot 1 and Lot 2.

The public improvements are under construction.

RECOMMENDATION: The final plat is consistent with the approved preliminary plat. Based upon the above information, Staff recommends acceptance of the public dedications, approval of the final plat and filing of the final plat subject to completion of public improvements and the City Development Committee's acceptance of all required public improvements and authorize the Mayor to sign the final plat and bond.

City Council Agenda

ITEM: CONSIDERATION OF A FINAL PLAT FOR MURDOCK VILLAGE ADDITION, A REPLAT OF LOT 1 AND 1A, BLOCK 3, NORMANDY ACRES FIRST ADDITION AND THE ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN.

LOCATION: Generally located south of West Main Street and west of 24th Avenue SW.

INFORMATION:

1. Owner. Cliff Murdock.
2. Developer. Cliff Murdock.
3. Engineer. Cardinal Engineering

HISTORY:

1. Refer to the Planning Commission Staff Report, August 12, 2010.
2. April 27, 2010. City Council approved the preliminary plat for Murdock Village Addition, a Replat of a part of Lot 1 and Lot 1A, block 3, Normandy Acres First Addition.
3. August 26, 2010 (Special Meeting). Planning Commission, on a vote of 8-0, approved the final plat for Murdock Village Addition, a Replat of a part of Lot 1 and Lot 1A, block 3, Normandy Acres First Addition.

IMPROVEMENT PROGRAM:

1. Refer to the Planning Commission Staff Report, August 12, 2010.
2. Subdivision Bond. A subdivision bond has not been submitted since the developer has requested approval of the final plat with the filing thereof to be directed subject to the completion and acceptance of all required public improvements. Sidewalks are existing.

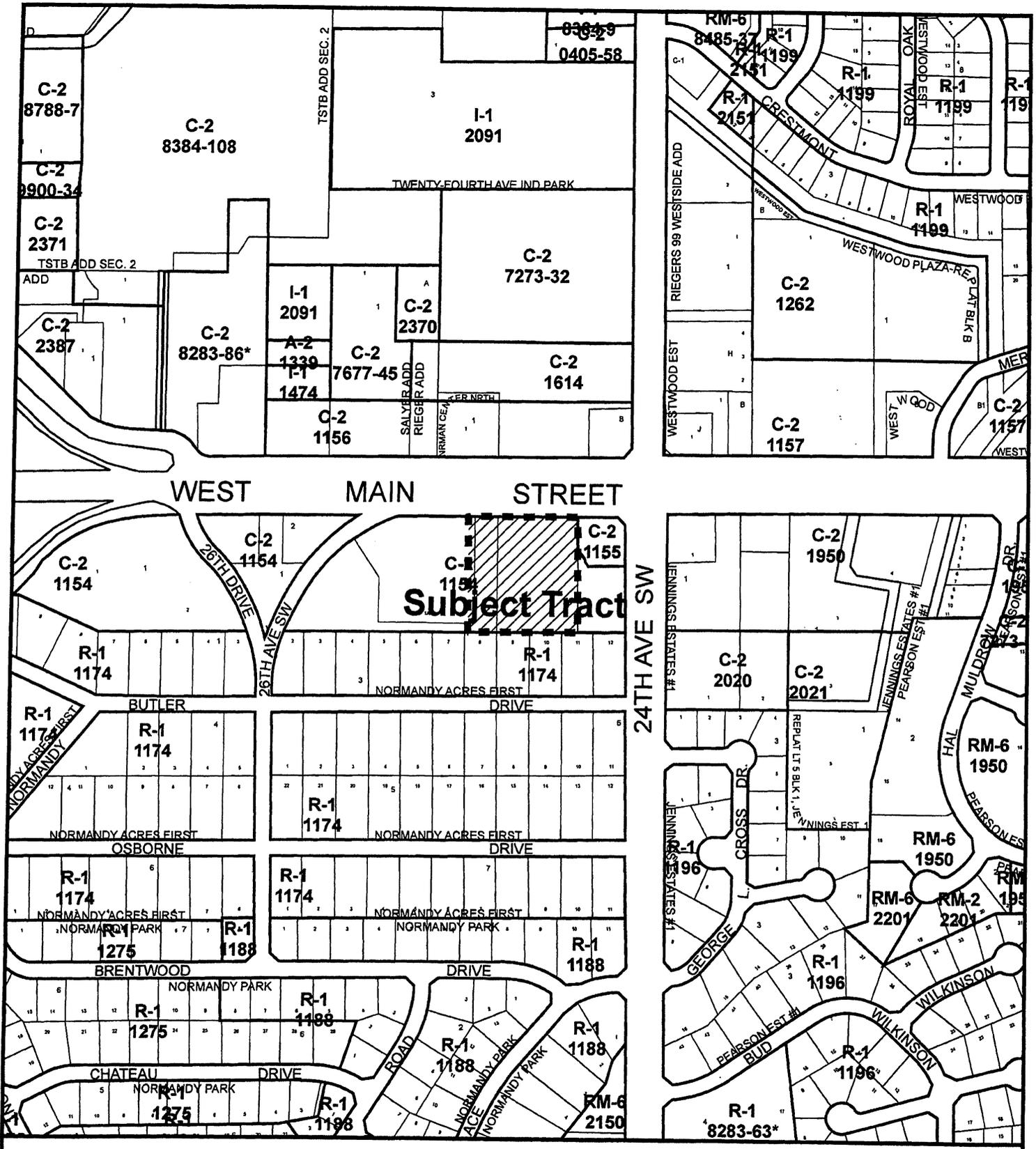
PUBLIC DEDICATIONS:

1. Refer to the Planning Commission Staff Report, August 12, 2010.

SUPPLEMENTAL MATERIAL: Copies of an advisory memorandum, location map, preliminary plat, site plan, final plat, Staff Report recommending approval and pertinent excerpts from the Planning Commission minutes are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject the final plat; and, if approved, accept the public dedications contained within the final plat; authorize the Mayor to sign the final plat and maintenance bonds subject to the City Development Committee's acceptance of the required public improvements and direct the filing of the final plat.

ACTION TAKEN: _____



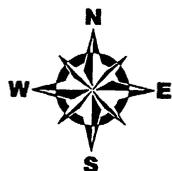
Location Map

FP-1011-2
 Final Plat
MURDOCK VILLAGE ADDITION

Owner/Developer: Cliff Murdock
 Engineer/Surveyor: Cardinal Engineering



Map Produced by the City of Norman
 Geographic Information System.
 (405) 366-5436
 The City of Norman assumes no
 responsibility for errors or omissions
 in the information presented.



FINAL PLAT

ITEM NO. 8

STAFF REPORT

ITEM: Consideration of a Final Plat for MURDOCK VILLAGE ADDITION, A REPLAT OF PART OF LOT 1 AND 1A, BLOCK 3, NORMANDY ACRES FIRST ADDITION.

LOCATION: Generally south of West Main and west of 24th Avenue SW.

INFORMATION:

1. Owner. Cliff Murdock.
2. Developer. Cliff Murdock.
3. Engineer. Cardinal Engineering.

HISTORY:

1. April 4, 1956. The final plat for Normandy Acres First Addition was filed of record with the Cleveland County Clerk.
2. July 21, 1959. City Council adopted Ordinance No. 1154 annexing this property and placing it in the C-2, General Commercial zoning district.
3. October 11, 1973. Planning Commission approved a preliminary plat of Normandy Acres Addition, a Replat of Part of Lot 1, Block 3.
4. November 8, 1973. Planning Commission, on vote of 7-0, recommended to City Council that the final plat of Normandy Acres Second Addition be approved.
5. November 8, 1974. Approval of the final plat for Normandy Acres Second Addition became null and void.
6. March 11, 2010. Planning Commission, on a vote of 9-0, approved the preliminary plat for Murdock Village Addition, a Replat of Part of Lot 1 and Lot 1A, Block 3, Normandy Acres First Addition.
7. April 27, 2010. City Council approved the preliminary plat for Murdock Village Addition, a Replat of Part of Lot 1 and Lot 1A, Block 3, Normandy Acres First Addition.

IMPROVEMENT PROGRAM:

1. Alleys. There is an existing alley serving Lots 2 and 3. City Council, at its meeting of April 27, 2010, approved a request to waive alley requirements for Lot 1.
2. Fire Hydrants. Fire hydrants will be installed in accordance with approved plans. Their locations have been approved by the Fire Department.
3. Permanent Markers. Permanent markers will be installed prior to filing of the final plat.
4. Sanitary Sewers. Existing sewer mains with manholes are located on the south boundary of the property. A sanitary sewer main will be installed to serve Lot 1.
5. Sidewalks. Sidewalks are existing adjacent to West Main Street.
6. Drainage. Storm water will be conveyed to an existing drainage system on the southern boundary of the property.
7. Streets. West Main Street is existing.
8. Water Mains. Water mains will be installed to serve fire hydrants in accordance with approved plans and City and Department of Environmental Quality standards. In addition, an eight-inch (8") water line will be installed on the south side of West Main Street to connect to an existing eight-inch (8") water main to the east and a six-inch (6") water main to the west. This will provide a looped system.

PUBLIC DEDICATIONS:

1. Easements. All required easements are dedicated to the City on the final plat.
2. Rights-of-Way. All required rights-of-way are dedicated to the City on the final plat.

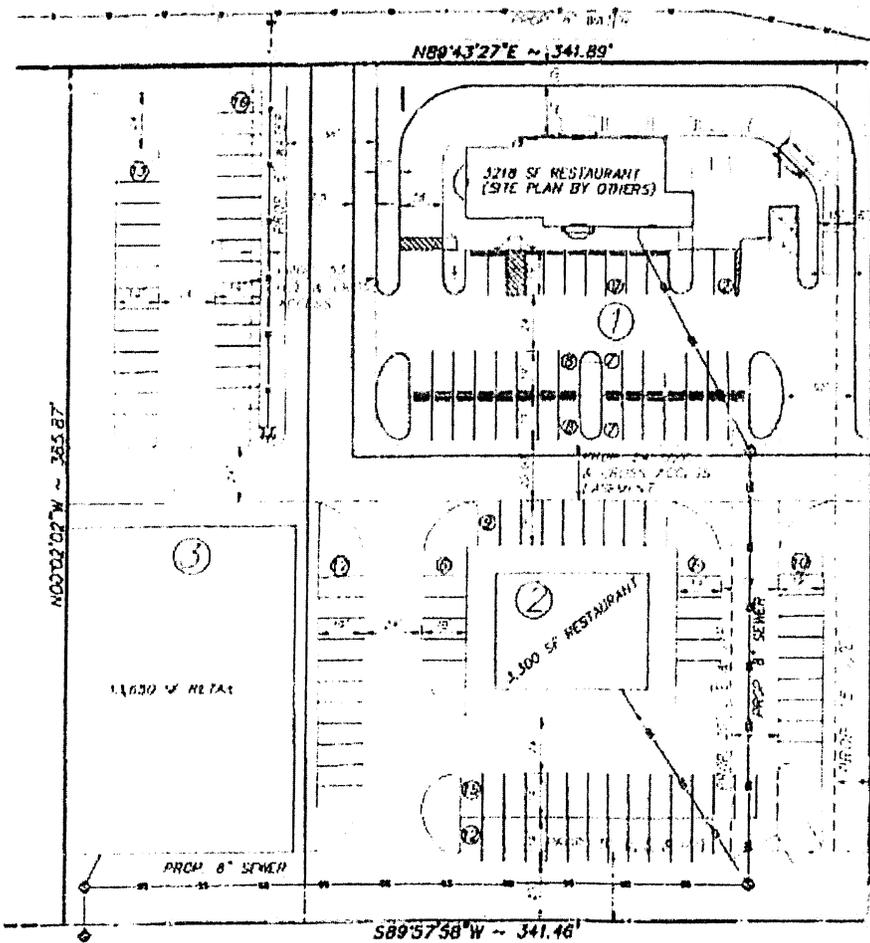
SUPPLEMENTAL MATERIAL: Copies of a location map, preliminary plat, site plan and final plat are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: This project consists of a retail business on Lots 2 and 3 and a restaurant on Lot 1. Staff recommends approval of the final plat for Murdock Village Addition.

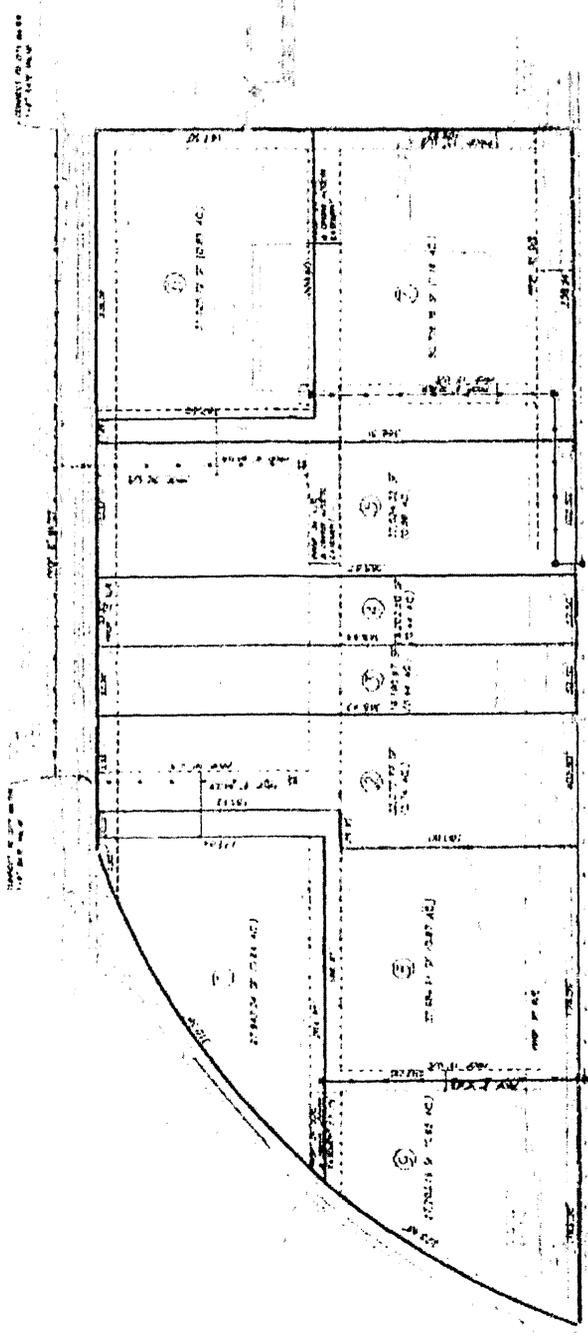
ACTION NEEDED: Approve or disapprove the final plat for Murdock Village Addition, a Replat of Part of Lot 1 and 1A, Block 3, Normandy Acres First Addition.

ACTION TAKEN: _____

SITE PLAN OF
MURDOCK VILLAGE ADDITION
2424 W MAIN, NORMAN, OK

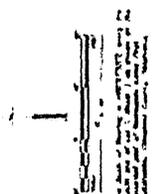
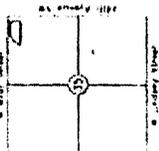


PRELIMINARY PLAT OF
MURDOCK VILLAGE ADDITION
 2424 W MAIN, NORMAN, OK
 BEING A REPLAT OF BLOCK 3, NORMAN CITY ACRES FIRST SUBDIVISION
 TO THE CITY OF NORMAN, CLEVELAND COUNTY, OK



TOPOGRAPHIC LEGEND

- 1. LOT AREA
- 2. TOTAL AREA
- 3. PERCENTAGE
- 4. AREA
- 5. PERCENTAGE
- 6. AREA
- 7. PERCENTAGE
- 8. AREA
- 9. PERCENTAGE
- 10. AREA



1. The area of the lots shown on this plat is based on the original survey of Block 3, Norman City Acres First Subdivision, Cleveland County, Oklahoma, recorded in Book 10, Page 100 of the Public Records of Cleveland County, Oklahoma.

2. The area of the lots shown on this plat is based on the original survey of Block 3, Norman City Acres First Subdivision, Cleveland County, Oklahoma, recorded in Book 10, Page 100 of the Public Records of Cleveland County, Oklahoma.

MURDOCK VILLAGE ADDITION

PRELIMINARY

CARDINAL

10000
 1000
 100
 10
 1

10000
 1000
 100
 10
 1

10000
 1000
 100
 10
 1

10000
 1000
 100
 10
 1

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

AUGUST 26, 2010

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 26th day of August, 2010. Notice and agenda of the meeting were posted at the Norman Municipal Building twenty-four hours prior to the beginning of the meeting.

Chairman Zev Trachtenberg called the meeting to order at 6:30 p.m.

Item No. 1, being:

ROLL CALL

MEMBERS PRESENT

Diana Hartley
Tom Knotts
Chris Lewis
Curtis McCarty
Roberta Pailes
Andy Sherrer
Jim Gasaway
Zev Trachtenberg

MEMBERS ABSENT

Cynthia Gordon

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
Rick Hoffstater, GIS Analyst

* * *

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 JULY 8, 2010 REGULAR SESSION MINUTES AND JULY 22, 2010 STUDY SESSION MINUTES

Item No. 4, being:

COS-1011-2 -- CONSIDERATION OF A RURAL CERTIFICATE OF SURVEY SUBMITTED BY RICK MAYNARD (CENTERLINE SERVICES, L.L.C.) FOR MAYNARD ACRES, GENERALLY LOCATED AT THE SOUTHWEST CORNER OF 72ND AVENUE S.E. AND CEDAR LANE ROAD.

Item No. 5, being:

COS-1011-3 -- CONSIDERATION OF A RURAL CERTIFICATE OF SURVEY SUBMITTED BY THE MCGUIRE FAMILY TRUST (HALE & BUCKLEY SURVEY COMPANY, INC.) FOR HANSMEYER ACRES, GENERALLY LOCATED AT THE NORTHWEST CORNER OF 36TH AVENUE N.E. AND ROCK CREEK ROAD.

Item No. 6, being:

SFP-1011-2 -- CONSIDERATION OF A SHORT FORM PLAT, A SUBDIVISION OF LOT 2, BLOCK 2 OF A REPLAT OF LOT 1, BLOCK 2, UNIVERSITY NORTH PARK SECTION I, A PLANNED UNIT DEVELOPMENT, SUBMITTED BY UNIVERSITY TOWN CENTER, L.L.C. (SMC CONSULTING ENGINEERS, P.C.), GENERALLY LOCATED WEST OF 24TH AVENUE N.W. APPROXIMATELY ¼ MILE NORTH OF ROBINSON STREET.

Item No. 7, being:

PP-1011-4 -- CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY ADBAR, L.L.C. (CLOUR PLANNING & ENGINEERING SERVICES) FOR ADBAR ADDITION NO. 4, GENERALLY LOCATED EAST OF UNIVERSITY BOULEVARD AND IMMEDIATELY NORTH OF 1043 N. UNIVERSITY BOULEVARD.

Item No. 8, being:

FP-1011-2 -- CONSIDERATION OF A FINAL PLAT SUBMITTED BY CLIFF MURDOCK (CARDINAL ENGINEERING) FOR MURDOCK VILLAGE ADDITION, A REPLAT OF A PORTION OF LOT 1 AND LOT 1A, BLOCK 3, NORMANDY ACRES FIRST ADDITION, GENERALLY LOCATED SOUTH AND WEST OF THE CORNER OF WEST MAIN STREET AND 24TH AVENUE S.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 8 on the Consent Docket and approve by one unanimous vote. Curtis McCarty seconded the motion.

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

YEAS	Diana Hartley, Tom Knotts, Chris Lewis, Curtis McCarty, Roberta Pailes, Andy Sherrer, Jim Gasaway, Zev Trachtenberg
NAYES	None
MEMBERS ABSENT	Cynthia Gordon

Recording Secretary Roné Tromble announced that the motion, to place approval of Item Nos. 3 through 8 on the Consent Docket and approve by one unanimous vote, passed by a vote of 8-0.

* * *

Item No. 5, being:

COS-1011-3 -- CONSIDERATION OF A RURAL CERTIFICATE OF SURVEY SUBMITTED BY THE MCGUIRE FAMILY TRUST (HALE & BUCKLEY SURVEY COMPANY, INC.) FOR HANSMEYER ACRES, GENERALLY LOCATED AT THE NORTHWEST CORNER OF 36TH AVENUE N.E. AND ROCK CREEK ROAD.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Certificate of Survey
3. Staff Report

This item was approved on the Consent Docket by a vote of 8-0.

* * *



CITY COUNCIL AGENDA SEPTEMBER 14, 2010

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

Item No. 25

Text File Number: OK-DR-1917

Introduced: 8/17/2010 by James Fullingim

Current Status: Consent Item

Version: 1

Matter Type: Request for Payment

title

CONSIDERATION OF ACCEPTANCE OF REIMBURSEMENT OF FUNDS IN THE AMOUNT OF \$37,665.81 FROM FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR TORNADO RELATED DAMAGE DURING MAY 2010.

ACTION NEEDED: Motion to accept or reject reimbursement of funds in the amount of \$37,665.81 from FEMA for tornado related damage during May 2010; and, if accepted, increase FEMA Reimbursements (010-0000-334.13-28) by \$37,665.81.

ACTION TAKEN: _____

body

BACKGROUND: During the tornado outbreak event May 10-13, 2010, Norman experienced strong winds that caused a debris buildup which caused roads to become impassable. During this time, there was an immediate threat to lives, property and public health and safety and FEMA Declaration OK-DR-1917 was approved.

DISCUSSION: During the stated period, the City of Norman responded to tornado related situations that caused a debris buildup which caused roads to become impassable. Due to the nature of the response, the claim for FEMA reimbursement was divided into several project worksheets. The Street Division in the Public Works Department began implementing emergency protective measures by clearing roads of debris. The Parks Department assisted in this effort. The Fire Department mobilized for the purpose of search and rescue, responding to weather related motor vehicle accidents; traumatic injuries; power lines down; fuel spills and gas leaks; smoke investigations; and medical emergencies. The Police Department was activated to provide sufficient response to tornado related emergencies, including: search and rescue; motor vehicle accidents; downed power lines; security around damaged sub-divisions and commercial buildings; staging for road closures; impoundment of lost pets; and other essential security operations.

Under FEMA Declaration Number FEMA-OK-DR-1917, the City of Norman was determined as an eligible applicant for reimbursement under Category B, Protective Measures. After completing Project Worksheets #008 for the Public Works Street Division and Parks Department, #011 for the Fire Department, and #012 for the Police Department, determination was made that \$8,945.89, \$6,051.52 and \$35,223.66, respectively, were the amounts eligible for the applications. FEMA processed the applications based on a cost share basis of 75%-25%. The seventy-five percent reimbursable amounts were \$6,709.42, \$4,538.64 and \$26,417.75, respectively, for a total reimbursement of \$37,665.81.

RECOMMENDATION: It is recommended that City Council approve the acceptance of this reimbursement in the amount of \$37,665.81, and receipt funds into 010-0000-334.13-28 FEMA Reimbursements.



**CITY COUNCIL AGENDA
SEPTEMBER 14, 2010**

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

Item No. 26

Text File Number: SC-1011-4

Introduced: 9/1/2010 by Jeanne Snider

Current Status: Consent Item

Version: 1

Matter Type: Special Claim

Title

SPECIAL CLAIM NO. SC-1011-4: A CLAIM SUBMITTED BY LEON WASHINGTON IN THE REDUCED AMOUNT OF \$3,000 FOR DAMAGES TO HIS VEHICLE AND MEDICAL EXPENSES DUE TO AN ACCIDENT WITH A POLICE VEHICLE.

ACTION NEEDED: Motion to approve or reject Special Claim No. SC-1011-4; and, if approved, direct payment in the reduced amount of \$3,000 contingent upon obtaining a Release and Covenant Not to Sue from Leon Washington.

ACTION TAKEN: _____

Body

BACKGROUND: On March 29, 2010, a claim was been filed by Leon Washington through his attorney, James J. Taylor, for \$22,500.00 due to his claim that while at the intersection of N.E. 23rd and Glen Ellyn in Oklahoma City, he was hit from behind by a City of Norman police officer. Mr. Washington is claiming \$1,373.80 for damages to his vehicle, medical bills in the amount of \$2,485.00, future medical bills in the amount of \$9,320.60 and pain and suffering in the amount of \$9,320.60.

DISCUSSION: Captain Leonard Judy reports that on November 2, 2009, the police officer was on duty and in a City vehicle because he was testifying in a case. The officer was accompanied by two other occupants in the vehicle; a representative from Cleveland County Sheriff's office and a forensic representative from the Mary Abbott House. The police officer turned his attention from his driving for a moment and was unable to stop completely before striking Mr. Washington's stopped vehicle. Captain Judy reports that the impact occurred at approximately five miles per hour and the two witnesses agreed with his assessment. There is a dispute of fact regarding Mr. Washington's injuries and the amount of damage sustained to his vehicle.

Because of the anticipated witnesses' testimony and upon review of the medical records, it was felt that Mr. Washington's claims were unreasonable. The City continued negotiations with his attorney and was able to settle this claim, in full, for \$515 above actual medical costs. The claim also included \$1,373.80 in vehicle damage. The salvaged value of the vehicle was \$700 and would require Mr. Washington to surrender the vehicle to the City of Norman. Mr. Washington has now dropped this claim.

It is undisputed that the police officer's actions were a contributing factor to the accident by not devoting full attention to his driving resulting in the accident. Upon continued negotiations with Mr. Washington's attorney, James J. Taylor, he has agreed to accept

\$3,000 to settle this claim in full, reducing the original claim by \$19,500. It appears that there is possible negligence on the part of the City in this matter, and, consequently, potential liability on the City.

RECOMMENDATION: Based upon the above and foregoing, it is the recommendation of the City Attorney's office that the claim of Leon Washington in the reduced amount of \$3,000, as above set forth, be approved.

FILED IN THE OFFICE
OF THE CITY CLERK
ON 3-29-10

CITY OF NORMAN
POST OFFICE BOX 370
NORMAN, OKLAHOMA 73070

NOTICE OF TORT CLAIM

CLAIMANT: Leon Washington DATE: 3/2/10
ADDRESS: 1025 NW 80th St Apt 1508 CITY: Oklahoma City
STATE: OK ZIP: 73110 PHONE: (H) 848-2903 (W) 370-5294
DATE OF INCIDENT: 11/2/09
LOCATION OF INCIDENT: NE 23rd & Glenellyn

STATEMENT OF CIRCUMSTANCES / REASONS YOU BELIEVE CITY IS LIABLE:

I was going fast on NE 23rd in 4 lane car
in front stopped to turn L into Tinker Fed. Credit
Union. I stopped and Mr. Freudiger did not
stop. Mr. Freudiger rear ended me.

(use additional pages if necessary)

MONETARY STATEMENT: List of expenses claimed for payment:

<u>Dr. Nelson</u>	<u>\$ 2,485.00</u>	<u>Future Medical</u>	<u>\$ 9,320.60</u>
<u>Property Damage</u>	<u>\$ 1,373.80</u>		
<u>Pain & Suffering</u>	<u>\$ 9,320.60</u>		

TOTAL AMOUNT CLAIMED: \$ _____

NAME AND ADDRESS OF INSURANCE COMPANY: _____

AGENT: _____

THIS FORM MUST BE SIGNED AND RETURNED WITH ALL REQUESTED INFORMATION IN ORDER TO BE PROCESSED.

I SWEAR AND/OR AFFIRM THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT.

Leon Washington Jr.
CLAIMANT'S SIGNATURE

PARTNERS
JAMES J. TAYLOR, P.C.
JOE B. LUCAS

Taylor, Lucas, Locke & Corbin

ATTORNEYS AT LAW

ASSOCIATES
KEVIN S. LOCKE
THOMAS B. CORBIN

JERI L. HOWARD
Director of Practice
and Business Operations

1132 N. BROADWAY

OKLAHOMA CITY, OK 73103

405/232-8585

FAX 405/232-8588

March 26, 2010

Brenda Hall
City Clerk
P.O. Box 370
Norman, OK 73070

FILED IN THE OFFICE
OF THE CITY CLERK
ON 3/29/10

RE: Automobile Accident
D/A: 11-2-09
Insured: City of Norman
Injured: Leon Washington

Dear Sir/Madame:

My client has completed active medical treatment and has authorized me to begin settlement negotiations.

As you are aware, the incident giving rise to this claim occurred on November 2, 2009, at the intersection of N.E 23rd and Glen Ellyn. My client, Leon Washington, was sitting at a stop waiting for the vehicle in front of him to turn when your insured failed to devote full time and attention to driving and collided with the rear of my client's vehicle. The impact was with enough force to cause over \$1,300.00 worth of damage to Mr. Washington's vehicle.

Immediately following the incident, Mr. Washington was in severe pain in his back, neck left arm and left shoulder. He elected to go home and treat himself with over the counter medication and rest to help alleviate the discomfort.

The following morning, Mr. Washington's pain was more severe so he sought treatment with Dr. Nelson at Com Care. Dr. Nelson is fairly new to Oklahoma, having moved from Colorado. He is fellowship and residency trained at the Mayo Clinic. He is board certified in Anesthesiology, Internal Medicine and Pain Management. He has received an advanced certification from the World Institute of Pain. Prior to establishing his own clinic he headed the Department of Pain Management for St. Anthony Hospital. His qualifications make him uniquely qualified to address the severity of the pain caused from this injury.

Mr. Washington advised Dr. Nelson he was in severe pain in his neck, back and left

FILED IN THE OFFICE
OF THE CITY CLERK
ON 3/29/10

arm. Mr. Washington advised Dr. Nelson that when the vehicle was struck, his head extended back and hit the back window of his pickup truck then his left jaw and chin hit the steering wheel. Upon examination, Dr. Nelson noted tenderness to palpation in the thoracic, lumbar and cervical spine. He also noted decreased range of motion in the left shoulder and left arm. Dr. Nelson took x-rays to rule out any fractures or dislocations. After review of the x-rays, Dr. Nelson advised Mr. Washington to begin a regimen of physical therapy with Dr. Schubert and prescribed him medication. Dr. Nelson also gave Mr. Washington restricted work duties. Dr. Nelson advised Mr. Washington to return in one week for re-examination.

On November 12, 2009 Mr. Washington returned to Com Care for re-examination. He advised Dr. Nelson he was still experiencing a severe amount of pain in the left shoulder area and in the neck. Dr. Nelson advised Mr. Washington to continue with the medication and physical therapy as previously prescribed and to follow up in four weeks for re-examination.

Over the next several weeks Mr. Washington attended his physical therapy faithfully. Throughout the physical therapy sessions, Mr. Washington advised Dr. Schubert he was feeling more and more relief as the weeks went on. He also advised Dr. Schubert he had been faithfully doing the home exercises as well.

Mr. Washington returned to Dr. Nelson on December 28, 2009 for re-examination. He advised Dr. Nelson he was feeling some relief and able to perform his activities of daily living with no real restriction. Upon examination Dr. Nelson noted there was improvement in tenderness to palpation and in range of motion. He advised Mr. Washington that he would be released at maximum medical improvement. Dr. Nelson advised Mr. Washington to continue with the home exercises along with heat, ice, rest and over the counter medication to relieve any symptoms of discomfort as they occur.

To assist you in your evaluation of this claim, I have provided the narrative reports, daily treatment notes and medical bills from the following medical provider:

1. Dr. Nelson	\$2,485.00
---------------	------------

At this time we are also making a claim for mileage. Mr. Washington attended doctor's appointment and physical therapy a total of seven times combined which was a total of 154 miles at \$.51 a mile which equals \$78.54.

As I stated before, both parties involved elected to exchange information instead of waiting for police to arrive to investigate the incident. However, there was a phone call made to the police regarding the incident.

Mr. Washington is a hardworking man. He worked for DHL until the store he worked

for went out of business. His father taught him how to work on cars when he was very young. After DHL closed Mr. Washington started his own business as a rolling mechanic. If a vehicle isn't running he goes to the house and fixes it there. He enjoys this work very much and when Dr. Nelson had to restrict his work duties it caused Mr. Washington to suffer a great hardship.

He invested a lot of time and money into his business and when he was unable to provide the type of service that he requires himself to provide, he decided to take time away from doing any mechanical work.

Mr. Washington also enjoys spending time with his grandchildren. He frequently takes them to the movies, fishing and just spends quality one on one time with them. There was a short time that he was in such pain that he was unable to spend the time that he very much enjoys with them.

My client continues to suffer from pain and stiffness in his neck and left shoulder. He constantly has to continue with home exercises and over the counter medication to help alleviate that discomfort when it occurs. Your insured failed to devote full time and attention to his driving and by not slowing for the traffic caused the collision in question. I have also enclosed with this letter the Notice of Tort Claim that your office requires.

Mr. Washington is aware that he would benefit from additional physical therapy but has instead advised my office to proceed forward with settlement negotiations at this time. He has advised that if we are unable to come to an amicable conclusion that he would at that time consider the additional therapy.

Based upon the damages sustained by Mr. Washington as a result of your insured's negligence including but not limited to reasonable and necessary medical expenses, Mr. Washington has authorized me to place your insured on demand for an out of court settlement in the amount of \$22,500.00. After you have had an opportunity to review this letter and the enclosures please contact my office so that we can discuss the potential for resolution of this claim.

Sincerely,

TAYLOR, LUCAS, LOCKE & CORBIN



James J. Taylor

For the Firm

JJT:kbc

Enclosures



CLAIM LOG-IN

INCIDENT 11-2-09
RECEIVED 3-29-10
DENIED 6-27-10
BARRED 12-24-10
NUMBER 53 FYID
NOTES _____

DATE: March 29, 2010
TO: Jeff Bryant, City Attorney
Phil Cotten, Police Chief
FROM: Brenda Hall, City Clerk *BH*
SUBJECT: Notice of Tort Claim from James J. Taylor for
Leon Washington

office memorandum

I am in receipt of a Notice of Tort Claim from James J. Taylor, Attorney, on behalf of his client, Leon Washington, in the total amount of \$22,500.00 due to his claim that on November 2, 2009, while at the intersection of N.E. 23rd and Glen Ellyn, in Oklahoma City, Norman Police Officer, David Freudiger, did not stop his City vehicle and collided with the rear of Mr. Washington's vehicle. Police Captain Leonard Judy verified Officer Freudiger was on duty and in a City vehicle because he was testifying in a case. Mr. Taylor claims the impact caused \$1,373.80 damage to Mr. Washington's vehicle.

Mr. Washington claimed although he was in severe pain elected to go home and treat himself with over the counter medication but sought treatment the following morning with Dr. Nelson at Com Care because he continued to have severe pain in his neck, back, and left arm. Dr. Nelson took x-rays of Mr. Washington to rule out any fractures or dislocations, prescribed him medication, and advised him to begin physical therapy with Dr. Shubert. Dr. Nelson also gave Mr. Washington restricted work duties, which Mr. Washington claims made him suffer a great hardship because he is self employed as a rolling mechanic.

Attached are medial bills, daily treatment notes, and narrative reports for Dr. Nelson in the amount of \$2,485.00 and Mr. Washington would like to claim mileage to and from his doctor's appointments and physical therapy in the amount of \$78.54. Mr. Taylor also claims Mr. Washington, for a short time, was in such pain he was unable to spend time with his grandchildren, time he enjoys very much and would like to claim \$9,320.60 for pain and suffering and \$9,320.60 for any future medical bills.

Mr. Taylor said his client continues to suffer pain and stiffness in his neck and left shoulder but has advised his office to proceed forward with settlement negotiations and has authorized him to offer an out of court settlement in the amount of \$22,500.00.

Phil, 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, if it is determined the City has liability in this matter, please signify by writing a report of your recommendations in order that we may schedule this claim as an agenda item.

BH:kjc
attachments



City of Norman, OK
CITY COUNCIL AGENDA

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

Item No. 27

Text File Number: K-1011-54

Introduced: 8/31/2010 by Leah Messner

Current Status: Consent Item

Version: 1

Matter Type: Contract

Title

CONTRACT NO. K-1011-54: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND SOONER THEATRE, INC., IN THE AMOUNT OF \$65,274 FOR THE OPERATION OF SOONER THEATRE LOCATED AT 101 EAST MAIN STREET.

ACTION NEEDED: Motion to approve or reject Contract No. K-1011-54 with Sooner Theatre, Inc., in the amount of \$65,274; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Body

BACKGROUND: During the budgeting process for FYE 2011, a number of requests were specifically reviewed, discussed, and approved by Council. Pursuant to those discussions, funding agreements were prepared and submitted to the various agencies for their execution. One of those agencies is the Sooner Theatre. Their funding agreement is now returned to Council for its approval. Because of the economic climate of the City of Norman, the agreement with the Sooner Theatre includes a 10% reduction in funding as requested by Council.

DISCUSSION: The agreement which comes before Council at this time is the same basic form agreement for all agencies. The agreement provides that the Sooner Theatre will use the City funds of \$65,274 to operate the Theatre. The agreement includes a reporting procedure by the agency to the Council of expenditures of the funds in an amount not to exceed \$65,274. The agreement also provides for cancellation by either party and specifically provides for cancellation and return of any unexpended funds should the agency fail to use the funds for the purpose for which they are intended or should the agency be dissolved or cease to exist any time during the contract period.

The previous agreement with the Sooner Theatre included a clause allowing the agreement to renew automatically subject to Council's appropriation of funding when adopting the budget. That clause has been included in the new agreement.

RECOMMENDATION: Based upon the above and foregoing background and discussion, it is staff's recommendation that the funding agreement submitted herewith be approved. Funds in the amount of \$65,274 should be disbursed from Account No. 010-7083-451.47-41 (Parks & Recreation-Contributions/Organizations). to accomplish this.

FUND DISBURSEMENT AGREEMENT

This agreement is made and entered into on the ____ day of August, 2010, by and between the City of Norman, Oklahoma, a municipal corporation, party of the first part and hereinafter referred to as "City" and

Sooner Theater, Inc.

(Name of Organization)

party of the second part, and hereinafter referred to as "the Organization", witnesseth:

A. That in consideration for the performance by the organization of the covenants and agreements as specified herein, the City, covenants and agrees:

1. To disperse to the Organization the sum of \$65,274 for the purpose of providing a grant to assist with the operation of the Sooner Theatre.
2. Disbursement of funds shall be made annually to the Organization at the beginning of the City's fiscal year subject to, and contingent upon, the City Council appropriating funds annually to fund this agreement.

B. That in consideration for the performance of the covenants and agreements of the City as stated herein, the Organization covenants and agrees:

1. To expend funds granted by the City for the purpose as listed above.
2. Allow a representative of the City to hold an ex-officio position on the Organization's Board of Directors.
3. Provide at least one oral presentation per year on the activities of the Organization to the Norman Board of Parks Commissioners and to provide a written annual report on the activities of the Organization to the City, said report to be sent to the attention of the Director of Parks and Recreation. The annual report shall include a summary of all activity along with the revenue and expenditure summaries for all activity for the preceding year. All detailed records associated with Sooner Theatre, Inc. shall be made available for review within ten days by the Sooner Theatre, Inc. upon request by the City of Norman.

C. It is further understood and agreed by both parties:

1. In the event the Organization is dissolved all such funds not yet expended for the purposes provided herein shall immediately revert back to the City and the Organization shall immediately deliver such unexpended funds to the City.
2. Organization agrees to keep accurate records of all receipts and collections of its income in a manner approved by the City. Organization shall make such records

available for inspection by the City at any time upon demand and shall submit such records to whomever the City may designate hereafter for the purpose of auditing such records.

3. In the event the Organization should mishandle the expenditure of funds as provided herein, such action will be considered a breach of this agreement, and any unexpected funds as provided by this agreement, from the date of notice by the City, shall immediately revert back to the City and the Organization shall immediately deliver such unexpended funds to the City.
 4. This agreement shall automatically renew annually upon City Council approval of the annual budget subject to and contingent upon the appropriation of funds to fund this agreement.
 5. This agreement may be canceled by either party upon the giving of thirty (30) days written notice of cancellation to the other. Upon cancellation any unexpended funds as provided by this agreement, from the date of notice of cancellation, shall immediately revert back to the City, and the Organization shall immediately deliver such unexpended funds to the City.
- D. It is further understood and agreed by both parties that the Organization and any employee of the Organization is a separate entity from the City and the Organization and its employees are responsible for its actions and that the Organization agrees to indemnify and save harmless the City from all fines, suits, proceedings, claims, demands, action, loss, and expense from liability of any kind whatsoever (including but not limited to attorney fees for costs incurred in litigation) and from any person whomsoever asserting the same arising or growing out of or in any way connected with the Organization's management, operation and services.
- E. There are no other terms, either express or implied, than those expressly stated herein.
- F. This contract will supersede any previous contract, agreement or resolution.
- G. In witness hereof, the parties hereto have executed this agreement on the day first above written.

SOONER THEATER, INC.

Vicki Webster

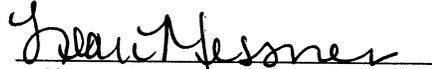
President

ATTEST:

[Signature]

SECRETARY

Approved as to form and legality by the office of the City Attorney this 31st day of August, 2010.


Office of the City Attorney

Approved by the Norman City Council this _____ day of August, 2010.

MAYOR

ATTEST:

CITY CLERK



**CITY COUNCIL AGENDA
SEPTEMBER 14, 2010**

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

Item No. 28

Text File Number: K-1011-58

Introduced: 8/31/2010 by Michael Rayburn

Current Status: Consent Item

Version: 1

Matter Type: Contract

Title

CONTRACT NO. K-1011-58; A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CARRINGTON PLACE PROPERTY OWNERS ASSOCIATION TO PERMIT THE ASSOCIATION TO INSTALL LANDSCAPING ON TWO TRAFFIC CIRCLES ON CARRINGTON LANE AT ITS INTERSECTIONS WITH WARRINGTON WAY AND WHITMERE COURT.

ACTION NEEDED: Motion to approve or reject Contract No. K-1011-58 with Carrington Place Property Owners Association; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Body

BACKGROUND: The City of Norman is in the process of installing two (2) traffic circles on the street right-of-way in the Carrington Place Subdivision. These traffic circles were approved by City Council on July 27, 2010 as part of the City's FYE 2010 Traffic Calming Project. The locations of the traffic circles are (1) at the intersection of Carrington Lane and Warrington Way, and (2) at the intersection of Carrington Lane and Whitmere Court. Both are being installed as part of traffic calming projects intended to slow down traffic along the main Carrington Lane corridor.

Although such areas encourage opportunities for landscaping, the City does not want to create devices that would increase maintenance obligations by City forces.' To this end, staff has solicited help from neighborhood organizations which agree to landscape and maintain landscaping in the areas once they are constructed.

DISCUSSION: To formalize the neighborhood's obligations and commitment to maintain the vegetation in the Carrington Place traffic circles, staff has proposed a written landscaping agreement with the Carrington Place Property Owners Association. The signed agreement relieves the City from having to provide any labor or monetary resources needed to purchase, install, water, or otherwise maintain landscaping in these areas. Attached as part of the agreement is a copy of the Property Owners Association's certificate of liability insurance coverage. The Agreement for Landscaping has been reviewed by staff and approved by the City Attorney.

RECOMMENDATION: Staff recommends approval of Contract Number K-1011-58 for the Landscaping Agreement of the aforementioned Carrington Place traffic circles.

AGREEMENT FOR LANDSCAPING

This agreement is entered into this _____, 2018 between the City of Norman, hereinafter known as the CITY, and the Carrington Place Property Owners Association, of Norman, Oklahoma hereinafter known as the ASSOCIATION.

WITNESSETH:

Whereas, the ASSOCIATION requests permission to construct landscaping on the street right-of-way as described below:

- *Traffic Circle at intersection of Carrington Lane / Warrington Way*
- *Traffic Circle at intersection of Carrington Lane / Whitmere Court*

and whereas, the CITY is willing to allow such landscaping. Now, therefore, the parties do mutually agree as follows; to wit:

The CITY agrees to permit the ASSOCIATION to construct said landscaping on the sites as described above, in accordance to the guidelines described herein.

THE ASSOCIATION HEREBY AGREES:

1. That the terms and conditions of this agreement are binding upon the ASSOCIATION, its successors and assigns.
2. That all expenses associated with the construction of landscaping (including installation of sprinkling systems if desired), save tapping water lines to bring water to traffic circles, and maintenance of the landscaping on the street right-of-way shall be borne by the ASSOCIATION.
3. That traffic signing shall not be moved or covered up by said landscaping and that landscaping shall not extend beyond the boundaries of the described areas.
4. That landscaping shall not exceed 2'0" in height from ground surface inside traffic circle or curb bulb-out.
5. That adequate vegetation will be provided to prevent erosion. In the event that seasonal limitations delay the planting of said vegetation, appropriate temporary erosion control will be provided.
6. That should it become necessary for the CITY to make improvements to the described areas or to maintain signage therein, the CITY shall not be held responsible for any damage to the vegetation or other landscaping thereon and reserves the right to require the ASSOCIATION to alter the design of the landscaping or remove it completely, if necessary.
7. That metering of water usage, and possible electricity usage, shall be paid and accomplished by the ASSOCIATION in compliance with the CITY regulations and permits.
8. To assume all liability for damage of any kind to any persons or property resulting from said landscaping and to defend and save the CITY harmless from any and all claims of any kind or nature for injury or damage or damage resulting therefrom. In the event of damage to street property or facilities resulting from the construction or use of said landscaping, the ASSOCIATION agrees to repair such damage or reimburse the CITY for such damage at the election of the CITY.

- 9. The ASSOCIATION shall provide a minimum \$150,000 liability insurance policy. A certificate of insurance indicating such coverage will be sent to the CITY by the ASSOCIATION upon receipt of the Agreement.

CITY OF NORMAN:

Public Works Director

City Traffic Engineer

Approved as to form and legality
this 2nd day of September, 2010

R Blausnie
City Attorney

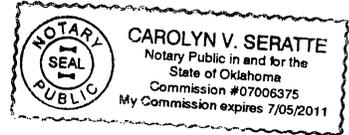
Cindy S. Orr
Authorized Representative for
Carrington Place Property Owners Association

Managing Agent
Title

429 E. Robinson
Address
Norman OK 73071

Carolyn V. Seratte
Attested by: Notary Public

July 5, 2011
Commission Expires



Approved by the City Council of the City of Norman, Oklahoma, this ___ day of _____, 2010.

ATTEST:

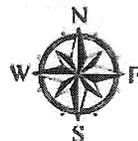
City Clerk

Mayor



⊙ Location of Traffic Circle

Carrington Lane



1" equals 300'

August 23, 2010



CITY COUNCIL AGENDA SEPTEMBER 14, 2010

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

Item No. 29

Text File Number: K-1011-68

Introduced: 9/1/2010 by Lonnie Ferguson

Current Status: Consent Item

Version: 1

Matter Type: Contract

..Title

CONTRACT NO. K-1011-68; A PIPELINE LICENSE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN AND BURLINGTON NORTHERN SANTA FE (BNSF) RAILWAY COMPANY IN THE AMOUNT OF \$5,844 IN ORDER TO INSTALL A FIBER OPTIC CONDUIT UNDER RAILROAD RIGHT-OF-WAY IN CONNECTION WITH THE LINDSEY STREET WIDENING PROJECT FROM CLASSEN BOULEVARD TO JENKINS AVENUE.

ACTION NEEDED: Motion to approve or reject Contract No. K-1011-68, a pipeline license agreement with BNSF Railway Company in the amount of \$5,844; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

..Body

BACKGROUND: The Lindsey Street Widening Project is a General Obligation Bond Project that was approved by the voters in March, 2005. The project boundaries are approximately between Lincoln Boulevard east to the Burlington Northern Santa Fe (BNSF) Railroad tracks.

On April 12, 2005 Council approved Contract No. K-0405-131 with Poe and Associates, Inc. for the design of the roadway construction. On July 24, 2007 Council approved Amendment No. 1 for design services to change the scope of work to build a median and accommodate landscaping in coordination with the University of Oklahoma for the project. On September 23, 2008 Council approved Amendment No. 2 to complete a drainage study and evaluate alternatives to the drainage problems at Lindsey Street and Elm Avenue via this project. On November 24, 2009 Council approved Amendment No. 3 to complete the City water and sewer line relocations associated with this project to achieve federal funding.

DISCUSSION: Poe and Associates, Inc. has agreed under the original contract to include in the design a signal interconnect system to interconnect the new signal at George Avenue with the existing signal at Classen Boulevard and Lindsey Street. This interconnect system crosses the railroad and requires a conduit under the railroad and a new pipeline license from the BNSF Railroad. The Engineering Division has coordinated with the Information Systems Division of the Finance Department so this conduit and license will accommodate their long range plans to connect communication fiber to all the City owned facilities. The

attached pipeline license sets forth terms and conditions for the use of the railroad right-of-way at this location. The license agreement requires the City of Norman to participate in the BNSF Railway Company's protective liability insurance program at a fee of \$800 as well as \$5,044 for the contract fees.

The license agreement cost is \$5,844.00. Funds are available for the permit in the Capital Bond Fund, Lindsey Widening, Construction, Account No. 50-9552-431.61-01, Project No. BP0235.

Construction of the Lindsey Street Widening Project is anticipated to begin June, 2011. The proposed fiber conduit will be installed during that construction. The Lindsey Street Widening Project has an estimated total cost of \$5,200,000 of which the City's share is \$2,340,000.

STAFF RECOMMENDATION: Staff recommends that Contract No. K-1011-68 with the BNSF Railway in the amount of \$5,844.00 (Account No. 050-9552-431.61-01, Project No. BP0235) be project.

LICENSE FOR FIBER OPTIC LINE

THIS LICENSE ("License"), made as of the ____ day of _____, 2010 ("Effective Date") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("Licensor"), and **CITY OF NORMAN**, an Oklahoma corporation ("Licensee").

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct, maintain, and use in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "Drawings and Specifications"), a fiber optic line containing a maximum of two (2) conductors, ("Fiber Optic Line") across or along the rail corridor of Licensor at or near the station of Norman, County of Cleveland, State of Oklahoma, Line Segment 7400, Mile Post 403.10, as shown on the attached Drawing No. 1-49687, dated July 21, 2010, attached hereto as Exhibit "A" and made a part hereof ("Premises").
2. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, Licensees, easement beneficiaries or lien holders, if any, or interfere with the use of such improvements.

Licensee acknowledges that one or more other parties, including, but not limited to, various American nations, may have, or may have claim to have, ownership rights in certain segments of certain of Licensor's rail corridors, and may claim that Licensee also must obtain rights from it (or them) in order to occupy, or access, the Premises, and that, in some cases such claims may be valid. Licensee acknowledges that Licensor's ownership interest in many of its rail corridors is a determinable fee, a railroad right of way or a rail service easement, which shall terminate when Licensor either: (i) ceases to use those rail corridors for railroad purposes; or (ii) uses such rail corridors for purposes found to be inconsistent with use of the corridors for railroad purposes, and that in such circumstances, Licensor's right to license any such rail corridor, or rights under any license of any such rail corridor, may be subject to termination as of the date the circumstances set forth in either (i) or (ii) above, first arise (unless Licensee improves the quality of title to the Premises by obtaining a patent or deed from the federal government, if appropriate, or acquiring additional property interests from third parties). Licensee also acknowledges that Licensor's ownership rights may terminate for other reasons, such as termination of franchise rights, and that certain segments of Licensor's rail corridors consist only of a trackage rights license to Licensor and enable Licensor to provide rail service, or shared ownership with other railroads, and that Licensor may not have rights to include those segments in any License to Licensee. Licensee further acknowledges that Licensee's rights to enter into a License on any Licensor rail corridor, and its rights under any License of any Licensor rail corridor, are subject and subordinate to all outstanding and/or future rights and encumbrances on Licensor's rail corridor (including liens, security interests, and mortgages), and any and all easements, other leases, licenses, permits or agreements which now or in the future relate to Licensor's rail corridor, except Licensor in the future shall not place any encumbrance

upon any Licensor rail corridor then subject to a License to Licensee or enter into any easement, lease, license, permit or agreement, which would materially disrupt Licensee's ability to exercise rights under this License or to utilize the Fiber Optic Facilities covered by a License and Licensee acknowledges that its ability to exercise rights under this License or to utilize such Fiber Optic Facilities would not be materially disrupted if either: (a) Licensee is relocated to another location within the applicable Licensor rail corridor in accordance with the terms of the License, or could be located elsewhere in the rail corridor; or (b) Licensor preserves fiber optic rights and makes those rights available to Licensee at no charge payable by Licensee to the holder of the land interest where such rights are located and changes following any conveyance by Licensor of its ownership interest in such a parcel have not caused a significant physical limitation on constructing Fiber Optic Facilities through such parcel (and Licensee agrees that any cost of enforcing such rights shall be the responsibility of Licensee). Licensor therefore conveys to Licensee no more right, title and interest in any rail corridor than Licensor holds in such rail corridor at the time of conveyance, and Licensee hereby releases Licensor from any and all liability, cost, loss, damage or expense in connection with any claims that Licensor lacked sufficient legal title to convey the rights described herein.

3. Licensee shall use the Premises solely for construction and maintenance and use of a Fiber Optic Line. Licensee shall not use the Premises for any other purpose. Licensee shall not use or store hazardous substances, as defined by the Comprehensive Environmental Response, Compensation, and Liability Act, as amended ("CERCLA") or petroleum or oil as defined by applicable Environmental Laws on the Premises.
4. In case of the eviction of Licensee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or for any damage Licensee sustains in connection therewith.
5. Any contractors or subcontractors performing work on the Fiber Optic Line or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.

TERM

6. This License shall commence on the Effective Date and shall continue for a period of twenty (20) years, subject to prior termination as hereinafter described.

COMPENSATION

7. (a) Licensee shall pay Licensor, prior to the Effective Date, the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) as compensation for the use of the Premises.
- (b) Licensee agrees to reimburse Licensor (within thirty (30) days after receipt of bills therefor) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction, maintenance, and use of the Fiber Optic Line, including but not limited to the furnishing of Licensor's Flagman and any vehicle rental costs incurred. The cost of flagger

services provided by the Railway, when deemed necessary by the Railway's representative, will be borne by the Licensee. The estimated cost for one (1) flagger is \$800.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, transportation, meals, lodging and supervision. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. The flagging rate in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of flagging pursuant to this paragraph.

- (c) All invoices are due thirty (30) days after the date of invoice. In the event that Licensee shall fail to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from thirty (30) days after its invoice date to the date of payment by Licensee at an annual rate equal to (i) the greater of (a) for the period January 1 through June 30, the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2 1/2%), and for the period July 1 through December 31, the prime rate last published in *The Wall Street Journal* in the preceding June plus two and one-half percent (2 1/2%), or (b) twelve percent (12%), or (ii) the maximum rate permitted by law, whichever is less.

COMPLIANCE WITH LAWS

8. (a) Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("Legal Requirements") relating to the construction, maintenance, and use of the Fiber Optic Line and the use of the Premises.
- (b) Prior to entering the Premises, Licensee shall and shall cause its contractor to comply with all Licensor's applicable safety rules and regulations. Prior to commencing any work on the Premises, Licensee shall complete and shall require its contractor to complete the safety-training program at the following Internet Website "<http://www.contractororientation.com>". This training must be completed no more than one year in advance of Licensee's entry on the Premises.

DEFINITION OF COST AND EXPENSE

9. For the purpose of this License, "cost" or "costs" "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.

RIGHT OF LICENSOR TO USE

10. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:

- (a) to maintain, renew, use, operate, change, modify and relocate any existing pipe, power, communication lines and appurtenances and other facilities or structures of like character upon, over, under or across the Premises;
- (b) to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; or
- (c) to use the Premises in any manner as the Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in Section 3 above.

LICENSEE'S OPERATIONS

- 11. (a) Licensee shall notify Licensor's Roadmaster, Michael Knight, at 7233 South Air Depot Blvd, Oklahoma City, Oklahoma 73135, telephone (405) 670-7688 or cell (405) 627-6042, at least ten (10) business days prior to installation of the Fiber Optic Line and prior to entering the Premises for any subsequent maintenance thereon.
- (b) In performing the work described in Section 3, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
- 12. Licensee shall, at its sole cost and expense, construct and at all times maintain the Fiber Optic Line in accordance with the National Electric Code. The use of a rail mounted cable plow to install Licensee's Fiber Optic Line is strictly prohibited unless advance written approval is granted by Licensor. Unless otherwise specified, all underground line shall be installed at least 48 inches below grade level.
- 13. (a) Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time to be a source of danger to or interference with the existence or use of present or future tracks, roadbed or property of Licensor, or the safe operation and activities of Licensor. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- (b) Licensee shall, at its sole cost and expense and subject to the supervision of Licensor's Roadmaster, locate, construct and maintain Fiber Optic Line in such a manner and of such material that it will not at any time be a source of danger to

or interference with the present or future tracks, roadbed and property of Licensor, or the safe operation of its railroad. Further, the Fiber Optic Line shall be constructed, installed and maintained in conformity with the plans and specifications shown on the print attached hereto as Exhibit A and made a part hereof (which, if present, are to be deemed part of the Drawings and Specifications). Licensor may direct one of its field engineers to observe or inspect the construction and/or maintenance of the Fiber Optic Line at any time for compliance with the Drawings and Specifications. If ordered at any time to halt construction or maintenance of the Fiber Optic Line by Licensor's personnel due to non-compliance with the same or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Fiber Optic Line, it being solely Licensee's responsibility to ensure that the Fiber Optic Line is constructed in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise nor the failure by Licensor to exercise any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the judgment of Licensor, fail to perform properly its obligations under this paragraph, Licensor may, at its option, itself perform such work as it deems necessary for the safe operation of its railroad, and in such event Licensee agrees to pay, within fifteen (15) days after bill shall have been rendered therefor, the cost so incurred by Licensor, but failure on the part of Licensor to perform the obligations of Licensee shall not release Licensee from liability hereunder for loss or damage occasioned thereby.

14. Licensee shall, at its sole cost and expense, remove all combustible material from around wooden poles and will at all times keep the space around such poles free of such material, and if removal of such combustible material shall not be attended to with fifteen (15) days after having been requested by Licensor to do so, Licensor shall have the right itself to perform the work and Licensee hereby agrees to reimburse Licensor for the expense so incurred.
15. During the construction and any subsequent maintenance performed on the Fiber Optic Line, Licensee shall perform such work in a manner to preclude damage to the property of Licensor, and preclude interference with the operation of its railroad. The construction of the Fiber Optic Line shall be completed within one (1) year of the Effective Date. Upon completion of the construction of the Fiber Optic Line and after performing any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore Licensor's premises to their former state as of the Effective Date of this License.
16. If at any time during the term of this License, Licensor shall desire the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Fiber Optic Line, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Fiber Optic Line as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the existing or the construction of a new Fiber Optic Line.
17. (a) Prior to Licensee conducting any boring work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand

tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, the Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Upon Licensee's written request, which shall be made thirty (30) business days in advance of Licensee's requested construction of the Fiber Optic Line, Licensor will provide Licensee any information that Licensor has in the possession of its Engineering Department concerning the existence and approximate location of Licensor's underground utilities and pipelines at or near the vicinity of the proposed Fiber Optic Line. Prior to conducting any such boring work, the Licensee will review all such material. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions and Licensee's operations will be subject at all times to the liability provisions herein.

- (b) For all bores greater than 26-inch diameter, and at a depth of less than 10.0 feet below base of rail, a soil investigation will need to be performed by the Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in its sole discretion a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at its sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
18. Any open hole, boring or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- (a) filled in to surrounding ground level with compacted bentonite grout; or
- (b) otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.
19. Upon termination of this License, Licensee shall, at its sole cost and expense:
- (a) remove the Fiber Optic Line and all appurtenances thereto at the Licensor's sole discretion;
- (b) report and restore any damage to the Premises arising from, growing out of, or connected with Licensee's use of the Premises;
- (c) remedy any unsafe conditions on the Premises created or aggravated by Licensee; and

- (d) leave the Premises in the condition which existed as of the Effective Date of this License.
20. Licensee's on-site supervision shall retain/maintain a fully-executed copy of this License at all times while on the Premises.

LIABILITY

21. (a) **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):**

(i) **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**

(ii) **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**

(iii) **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**

(iv) **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED BY LICENSEE, OR**

(v) **ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER,**

EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH LICENSEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.

- (b) **FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING THE LIMITATION IN SECTION 21(a), LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, NOW AND FOREVER**

WAIVE ANY AND ALL CLAIMS, REGARDLESS WHETHER BASED ON THE STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, THAT RAILROAD IS AN "OWNER", "OPERATOR", "ARRANGER", OR "TRANSPORTER" WITH RESPECT TO THE FIBER OPTIC LINE FOR THE PURPOSES OF CERCLA OR OTHER ENVIRONMENTAL LAWS. LICENSEE WILL INDEMNIFY, DEFEND AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES. LICENSEE FURTHER AGREES THAT THE USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL NOT IN ANY WAY SUBJECT LICENSOR TO CLAIMS THAT LICENSOR IS OTHER THAN A COMMON CARRIER FOR PURPOSES OF ENVIRONMENTAL LAWS AND EXPRESSLY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FOR ANY AND ALL SUCH CLAIMS. IN NO EVENT SHALL LICENSOR BE RESPONSIBLE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.

- (c) **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE FURTHER AGREES, AND SHALL CAUSE ITS CONTRACTOR TO AGREE, REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF ANY INDEMNITEE, TO INDEMNIFY, AND HOLD HARMLESS THE INDEMNITEES AGAINST AND ASSUME THE DEFENSE OF ANY LIABILITIES ASSERTED AGAINST OR SUFFERED BY ANY INDEMNITEE UNDER OR RELATED TO THE FEDERAL EMPLOYERS' LIABILITY ACT ("FELA") WHENEVER EMPLOYEES OF LICENSEE OR ANY OF ITS AGENTS, INVITEES, OR CONTRACTORS CLAIM OR ALLEGE THAT THEY ARE EMPLOYEES OF ANY INDEMNITEE OR OTHERWISE. THIS INDEMNITY SHALL ALSO EXTEND, ON THE SAME BASIS, TO FELA CLAIMS BASED ON ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE SAFETY APPLIANCE ACT, THE BOILER INSPECTION ACT, THE OCCUPATIONAL HEALTH AND SAFETY ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**
- (d) Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Licensee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

PERSONAL PROPERTY WAIVER

- 22. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**

INSURANCE

23. Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000. Coverage must be purchased on a post 1998 ISO occurrence or equivalent and include coverage for, but not limited to, the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ The employee and workers compensation related exclusions in the above policy shall not apply with respect to claims related to railroad employees.
- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Any exclusions related to the explosion, collapse and underground hazards shall be removed.

No other endorsements limiting coverage may be included on the policy.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

C. Workers Compensation and Employers Liability Insurance. This insurance shall include coverage for, but not limited to:

- ◆ Licensee's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

D. Railroad Protective Liability Insurance. This insurance shall name only the Licensor as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Fiber Optic Line. **THE CONSTRUCTION OF THE FIBER OPTIC LINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Fiber Optic Line is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)

- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to include Evacuation Expense Coverage Endorsement.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the Licensor prior to performing any work or services under this Agreement

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$800.00 .

- I elect to participate in Licensor's Blanket Policy;
- I elect not to participate in Licensor's Blanket Policy.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.

Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, its insurers, through policy endorsement, waive their right of subrogation against Licensor for all claims and suits. The certificate of insurance must reflect waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of its owned or leased property or property under its care, custody, or control.

Licensee's insurance policies through policy endorsement must include wording which states that the policy shall be primary and non-contributing with respect to any insurance carried by Licensor. The certificate of insurance must reflect that the above wording is included in evidenced policies.

All policy(ies) required above (excluding Workers Compensation and if applicable, Railroad Protective) shall include a severability of interest endorsement and shall name Licensor and Staubach Global Services - RR, Inc. as an additional insured with respect to work performed under this agreement. Severability of interest and naming Licensor and Staubach Global Services - RR, Inc. as additional insureds shall be indicated on the certificate of insurance.

Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Licensee's insurance will be covered as if Licensee elected not to include a deductible, self-insured retention, or other financial responsibility for claims.

Prior to commencing the Work, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. The policy(ies)

shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. In the event of a claim or lawsuit involving Railroad arising out of this agreement, Licensee will make available any required policy covering such claim or lawsuit.

Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this Agreement. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

For purposes of this section, Licensor shall mean "Burlington Northern Santa Fe Corporation", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

ENVIRONMENTAL

24. (a) Licensee shall strictly comply with all federal, state and local environmental laws and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA (collectively referred to as the "Environmental Laws"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground

storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.

- (b) Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on or from the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- (c) In the event that Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Fiber Optic Line which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- (d) Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

ALTERATIONS

- 25. Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

NO WARRANTIES

- 26. **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

QUIET ENJOYMENT

27. LICENSOR DOES NOT WARRANT ITS TITLE TO THE PROPERTY NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.

DEFAULT

28. If default shall be made in any of the covenants or agreements of Licensee contained in this document, or in case of any assignment or transfer of this License by operation of law, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this Section 28 shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.

LIENS AND CHARGES

29. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this Section 29 or any other Section of this License. Licensee shall pay when due any taxes, assessments or other charges (collectively, "Taxes") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

TERMINATION

30. This License may be terminated by Licensor, at any time, by serving thirty (30) days' written notice of termination upon Licensee. This License may be terminated by Licensee upon execution of Licensor's Mutual Termination Letter Agreement then in effect. Upon expiration of the time specified in such notice, this License and all rights of Licensee shall absolutely cease.
31. If Licensee fails to surrender to Licensor the Premises, upon any termination of this License, all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered. Termination shall not release Licensee from any liability or obligation, whether of indemnity or otherwise, resulting from any events happening prior to the date of termination.

ASSIGNMENT

32. Neither Licensee, nor the heirs, legal representatives, successors, or assigns of Licensee, nor any subsequent assignee, shall assign or transfer this License or any interest herein, without the prior written consent and approval of Licensor, which may be withheld in Licensor's sole discretion.

NOTICES

33. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Staubach Global Services - RR, Inc.
3017 Lou Menk Drive, Suite 100
Fort Worth, TX 76131-2800
Attn: Licenses/Permits

with a copy to: BNSF Railway Company
2500 Lou Menk Dr. – AOB3
Fort Worth, TX 76131
Attn: Manager – Land Revenue Management

If to Licensee: City of Norman
P.O. Box 370
Norman, OK 73070

SURVIVAL

34. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Fiber Optic Line and improvements are removed and the Premises are restored to its condition as of the Effective Date.

RECORDATION

35. It is understood and agreed that this License shall not be placed on public record.

APPLICABLE LAW

36. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.

SEVERABILITY

37. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

INTEGRATION

38. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.

MISCELLANEOUS

39. In the event that Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.

40. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.

Staubach Global Services – RR, Inc. is acting as representative for BNSF Railway Company.

IN WITNESS WHEREOF, this License has been duly executed, in duplicate, by the parties hereto as of the day and year first above written.

BNSF RAILWAY COMPANY

Staubach Global Services - RR, Inc.,
its Attorney in Fact
3017 Lou Menk Drive, Suite 100
Fort Worth, TX 76131-2800

By: _____
Ed Darter
Title: _____
Vice President - National Accounts

CITY OF NORMAN

P.O. Box 370
Norman, OK 73070

By: _____
Title: _____

ATTEST:

City Clerk

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY R. H. Hill DATE 9-2-10

EXHIBIT "A"

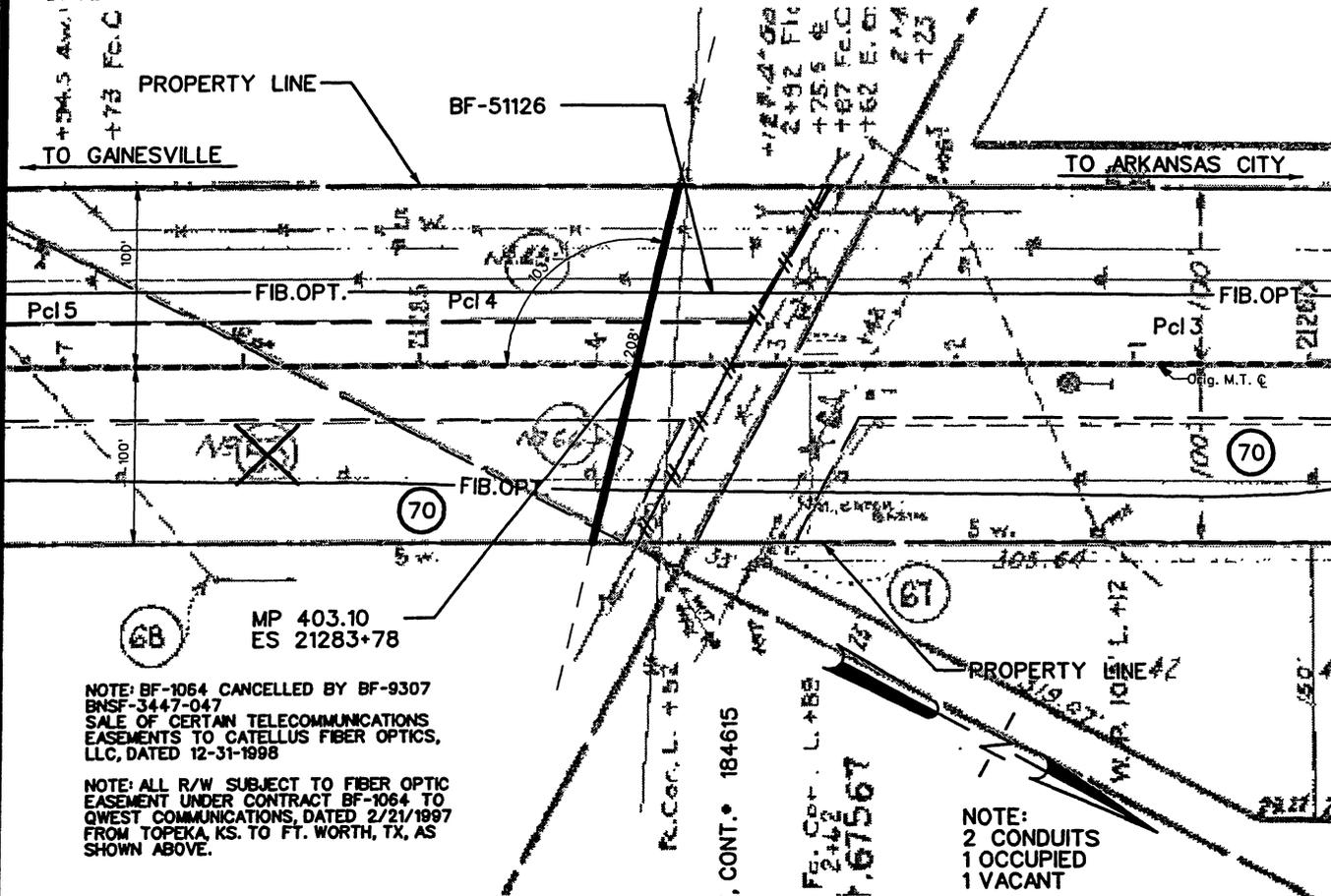
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
 AND
CITY OF NORMAN

SCALE: 1 IN. = 100 FT.
 TEXAS _____ DIV.
 RED ROCK _____ SUBDIV. L.S. 7400
 DATE 07/21/2010

SECTION: 5
 TOWNSHIP: 8N
 RANGE: 2W
 MERIDIAN: 1M



MAP REF. S506579



NOTE: BF-1064 CANCELLED BY BF-9307
 BNSF-3447-047
 SALE OF CERTAIN TELECOMMUNICATIONS
 EASEMENTS TO CATELLUS FIBER OPTICS,
 LLC, DATED 12-31-1998

NOTE: ALL R/W SUBJECT TO FIBER OPTIC
 EASEMENT UNDER CONTRACT BF-1064 TO
 QWEST COMMUNICATIONS, DATED 2/21/1997
 FROM TOPEKA, KS. TO FT. WORTH, TX, AS
 SHOWN ABOVE.

NOTE:
 2 CONDUITS
 1 OCCUPIED
 1 VACANT

DESCRIPTION OF WIRE UNDER TRACK
 WIRES LOCATED AS SHOWN BOLD

TYPE	<u>FIBER OPTIC</u>	SIZE OF CONDUIT	<u>8"x208'</u>
NUMBER OF CONDUITS	<u>2</u>	CONDUIT MATERIAL	<u>STEEL</u>
VOLTAGE	<u>N/A</u>	WALL THICKNESS	<u>0.188"</u>
		LENGTH ON R/W	<u>208'</u>
		BASE OF RAIL TO TOP OF CONDUIT	<u>6'</u>

NOTE: CASING TO BE JACKED OR DRY BORED ONLY

AT NORMAN
 COUNTY OF CLEVELAND

STATE OF OK

MDS

Boundaries of proposed Roadway Widening

This is an aerial photograph of a city street grid. A prominent road, Classen Avenue, runs diagonally from the top-left towards the bottom-right. A horizontal dashed line is drawn across the middle of the image, representing the boundaries of a proposed roadway widening project. A solid line, representing a proposed fiber optic line, runs parallel to the dashed line, slightly to its right. Various streets are labeled, including Jenkins Avenue, Lindsey Street, and 12th Avenue. The map shows a mix of residential buildings, trees, and open spaces.

Proposed Fiber Optic Line

PURCHASE REQUISITION NBR: R00015803

REQUISITION BY: FURR, FERDSON
STATUS: DIVISION APPROVAL
REASON: PERMIT APPLICATION
DATE: 9/01/10
SHIP TO LOCATION: PUB WKS- ENGINEERING
SUGGESTED VENDOR: BNSF RAILWAY COMPANY
DELIVER BY DATE: 9/01/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	LINSEY STREET, JENKINS TO BNSF RR FIBER OPTIC LICENSE AGREEMENT APPROX S/W LINCOLN BLVD EAST TO BNSF RR TRACKS COMMODITY: NON-BIDDABLE MISCELLANEOUS SUBCOMMOD: PERMITS (NOT OTHERWISE CL)	5844.00	EA	1.0000	5844.00	

REQUISITION TOTAL: 5844.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	0509524316101 Capital Projects Construction	BPO235 Lindsey Wide-Jenkns-Clas	5844.00 5844.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.



**CITY COUNCIL AGENDA
SEPTEMBER 14, 2010**

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

Item No. 30

Text File Number: K-1011-69

Introduced: 8/26/2010 by Suzanne Terry

Current Status: Consent Item

Version: 1

Matter Type: Contract

Title

CONSIDERATION OF THE ACCEPTANCE OF AN URBAN AND COMMUNITY FORESTRY ASSISTANCE GRANT FROM THE OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY IN THE AMOUNT OF \$10,000 FOR THE PURPOSE OF HIRING CONTRACTUAL FORESTRY SERVICES FOR THE PARKS AND RECREATION DEPARTMENT, APPROVAL OF CONTRACT NO. K-1011-69, AND BUDGET APPROPRIATION.

ACTION NEEDED: Motion to accept or reject an Urban and Community Forestry Assistant Grant from the Oklahoma Department of Agriculture, Food, and Forestry in the amount of \$10,000 for the purpose of hiring contractual forestry services; and, if accepted, approve Contract No. K-1011-69; authorize execution of the contract; appropriate \$10,000 from Special Grant Fund Balance (022-0000-253.20-00) to Project No. PF0002, Urban Forestry Staff Grant, Professional Services (022-7074-452.40-99); and upon reimbursement, increase Forestry Grant Revenue (022-0000-331.13-59) by \$10,000.

ACTION TAKEN: _____

body

BACKGROUND: Over the past decade, as a result of cooperative efforts between City government and citizen partnerships, the focus on Norman's urban forest has grown considerably. In 2003, City Council approved funding a Forestry Division within the Parks and Recreation Department and a full time forester was hired. However, due to the current economic recession, during the Fiscal Year 2011 budget process, the forester's position was eliminated.

In 2004, Parks and Recreation staff applied for and received an Urban and Community Forestry grant which was used to contract a forestry intern who assisted in enhancing the *NeighborWoods* program.

DISCUSSION: In an effort to help maintain forestry program momentum and a link to future forestry program efforts, Parks and Recreation staff applied for an Urban and Community Forestry Grant. The purpose of the grant is to hire contractual forestry services. On 23 August 2010, staff was advised that our grant proposal had been approved by the Oklahoma Department of Agriculture, Food and Forestry, in the amount of \$10,000.

The specific contractual forestry services proposed in the grant are as follows: 1) Coordinate with Parks and Recreation staff to facilitate a Fall 2010 Free Tree Giveaway, sponsored by the Apache Foundation and the Oklahoma Tree Bank Foundation; 2) Assist Parks and Recreation staff and State Forestry officials in a ceremony and memorial planting of a “survivor tree” (an American Elm seedling from the Murrah Building “survivor tree”) in Kevin Lee Gottshall II Memorial Park; 3) Coordinate with Parks and Recreation staff to facilitate the Spring 2011 *NeighborWoods* Program, 4) Update the Reaves Park Arboretum Tree Master Plan, and 5) Assist Park Planning Staff in the identification of trees to be removed in Phase 2 of a Hazardous Tree Removal Project.

Urban and Community Forestry grants are 50/50 matching grants. The City’s match will be accomplished with in-kind staff time, printing, postage and the purchase of *NeighborWoods* trees. Funding for these expenditures was approved in the FYE 2011 budget.

RECOMMENDATION NO.1: It is recommended that City Council approve Contract Number K-1011-69 with the Oklahoma Department of Agriculture, Food and Forestry to accept an Urban and Community Forestry Grant, in the amount of \$10,000, for the Parks and Recreation Department.

RECOMMENDATION NO.2:It is further recommended that upon approval of Contract Number K-1011-69, \$10,000 be appropriated from the Special Grant Fund Balance (#022-0000-253.20-00) to Urban Forestry Grant - Professional Services (#022-7074-452.40-99)(PF0002), and upon reimbursement, receipt to Forestry Grant Revenue (022-0000-331.13-59).

AGREEMENT

BY AND BETWEEN

THE OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY

AND

THE CITY OF NORMAN

This Agreement by and between the Oklahoma Department of Agriculture, Food, and Forestry (Department), P.O. Box 528804, Oklahoma City, Oklahoma 73152-8804 and the City of Norman, P.O. Box 370, Norman, OK 73070, is accepted by both the Department and the City of Norman for the purpose of hiring urban forestry staff.

NAME OF PROJECT

Urban Forestry Staffing

PURPOSE

The purpose of this project is to hire urban forestry staffing to assist with Normans urban forestry program implementation.

AGREEMENT TERMS

This Agreement shall not exceed \$10,000.00 in state appropriated funds, unless otherwise increased or decreased by appropriation from the Oklahoma State Legislature. The funds shall be payable based upon properly submitted invoices. The City of Norman shall submit reports bi-annually when requested by the Department. All reports, invoices, and correspondence regarding this Agreement shall include the purchase order number for the benefit of all parties. This contract shall be valid and in effect only after the Agreement is signed, dated, and a purchase order issued. No expenditures shall be made by the City of Norman pursuant to this Agreement until after receiving a copy of the purchase order.

DURATION

This Agreement shall be valid and in effect only after it is signed, dated, and a purchase order issued (Effective Date) and shall conclude twelve (12) months from the Effective Date. The City of Norman shall make no expenditures pursuant to this Agreement until after receiving a copy of the purchase order and all invoices for monies pursuant to this Agreement shall contain only expenditures occurring during the term of this Agreement. This Agreement may be renewed for up to three (3) additional years with the same terms and conditions upon approval by both the Department and the City of Norman.

TERMINATION AND AMENDMENTS

This Agreement may be modified by mutually acceptable written amendments, and an addendum shall be duly executed by authorized officials of the Department and the City of Norman. Either party may request termination of this Agreement upon thirty (30) days written notice to the other party. Early termination of this Agreement shall require an amendment to this Agreement and may require reimbursement up to the Agreement amount.

THE CITY OF NORMAN AGREES

1. To hire professional staffing to assist with the urban forestry program in areas but not limited to the Free Trees Give Away, NeighborWoods Program, and Reaves Park Master Plan.
2. To provide progress reports to the Department bi-annually as requested.
3. To insure that informational and educational materials developed as a result of this program shall comply with the standards set by the International Society of Arboriculture. Educational material developed shall be submitted to the Department review prior to being printed.
4. To insure tree species are appropriate for local area and of high quality, final planting plans and desired species list for all trees planted resulting from this grant award shall be submitted to the Department for approval prior to trees being planted.
5. To provide to the Department a comprehensive final written report of the Project detailing the work performed, the results and accomplishments obtained, and a financial report detailing all expenses actually incurred. The final report shall be submitted no later than sixty (60) days after performance of the responsibilities outlined in this Agreement.
6. To retain all necessary records, books, and any other reasonably necessary documentation relating to the nature, time, and scope of the Agreement, regardless of form, for a period of three (3) years following completion or termination of the Agreement. If an audit, litigation, or other action involving the records is commenced before the end of the three (3) year retention period, the records shall be maintained for three (3) years from the date that all issues arising out of the action are resolved.
7. To allow the State Auditor or any other auditor specified by the Department to conduct an examination of any and all pertinent records, including books, documents, papers, records, accounting procedures and practices, claims, and other data regardless of type whether in written form, computer data, or any other form filed or produced relating to the City of Normans performance under this Agreement or any of its subcontractors engaged in the performance of or involving any transactions related to this Agreement.

DEPARTMENT AGREES

1. To reimburse the City of Norman upon submission of proper invoices for allowable expenses up to the Agreement amount of \$10,000.00 of federal funds to support the designated project unless otherwise increased or decreased by appropriations from the Oklahoma State legislature.
2. To provide payment to the City of Norman in a timely manner upon receiving a proper invoice.

COMPLIANCE

This Agreement is made expressly subject to, and the parties expressly agree to comply with and abide by, all of the laws of the United States and of the State of Oklahoma and any political subdivision where any portion of the Agreement is to be performed, including all rules and regulations now existing or that may be promulgated in accordance with all laws applicable in any way to the performance of this Agreement including, but not limited to, the Occupational Safety and Health Act and the Fair Labor Standards Act. The parties shall comply with all local, state, and federal laws regulating employment practices, including those prohibiting discrimination based on sex, race, religion, creed, color, ethnic background, age, and disabilities. Acceptance of this Agreement constitutes awareness of and compliance with the requirements of the aforementioned laws and the Americans with Disabilities Act.

SEVERABILITY

If any provision of this Agreement is found illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement or any renewal or extension of this Agreement, then it is the intention of the undersigned parties that the remainder of this Agreement shall not be affected. Additionally, for each provision of this Agreement found illegal, invalid, or unenforceable the parties shall add as an amendment to this Agreement a valid and enforceable provision as similar as possible to the terms contained in the unenforceable provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY

By: _____
Terry L. Peach, Commissioner/Designee

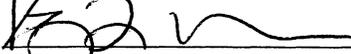
Date: _____

By: _____
John Burwell, Director, Forestry Services

State of Oklahoma, County of Cleveland.

CITY OF NORMAN

Approved as to form and legality this 30 day of August, 2010.



City Attorney

Cindy Rosenthal, Mayor

Subscribed and sworn to before me this _____ day of _____, 2010.

Notary Public, City Clerk or Judge

Commission Expiration
Date: _____



CITY COUNCIL AGENDA SEPTEMBER 14, 2010

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

Item No. 31

Text File Number: K-1011-70

Introduced: 8/26/2010 by James Briggs, Park Planner

Current Status: Consent Item

Version: 1

Matter Type: Contract

Title

CONTRACT NO. K-1011-70: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND TOM'S QUALITY CONSTRUCTION IN THE AMOUNT OF \$43,055 FOR THE MOORE-LINDSAY HOUSE EXTERIOR PAINTING PROJECT AND ADOPTION OF RESOLUTION NO. R-1011-28.

ACTION NEEDED: Motion to approve or reject Contract No. K-1011-70 with Tom's Quality Construction in the amount of \$43,055; and, if approved, authorized the execution thereof and adopt Resolution No. R-1011-28.

ACTION TAKEN: _____

Body

BACKGROUND: During the FYE 2010 Capital Budget process, City Council approved funding for several facility maintenance projects for the Parks and Recreation Department. One such project was the Moore-Lindsay Historic House Repairs Project, which included repainting the entire structure in its original 5-color Victorian paint scheme.

There were several structural repairs that needed to be done prior to the new paint job, which were done over the course of the year. These included a complete re-build of the front porch, removal and repair of all of the house's storm windows and multiple siding and trim repairs to the house exterior. Now that these are complete, it is time to paint the house according to the standards set by the Preservation Guidelines established by the Department of the Interior for historic wood structures.

Funding for the entire house renovation project was approved in the amount of \$176,500 over three years. This total project cost includes funding for all exterior and interior repairs, according to the plans and specifications prepared by an architect hired by the City three years ago.

DISCUSSION: During the spring of 2010, the exterior repairs were completed and staff began meeting with paint contractors to receive bids on the exterior painting. Each contractor was given a scope of work that included a detailed color scheme for all of the different parts that make up a Victorian house and set of historic wood structure paint application guidelines to follow. These guidelines include requirements for product selection, hand scraping, brush-only painting, and specific methods for mildew and loose

paint removal, which make the job far more detailed and time-consuming than a standard spray and roller paint job. Also, the paint company selected must be aware of the new federal guidelines for removal of lead-based paint and be certified as a lead-safe firm in case there is any lead paint found on the job. None is expected, as the house was scraped and painted within the last 25 years, which would have removed all the old lead paint at that time.

Park planning staff met with several paint contractors, many of whom declined to bid on the project, due to a lack of experience in historic structure painting guidelines or a lack of certification in current lead paint removal techniques. Of the three contractors who completed the bid form included in their scope of work information, the lowest and best quotation was received from Toms Quality Construction in the amount of \$43,055. This company is a Certified Lead-Safe Firm with experience in historic structures.

During the time when bids were being secured, the summer weather intensified to the point where paint application was not recommended according to the guidelines set for the project. For this reason, we did not award a paint contract at that time. However, the conditions are once again favorable for painting, and we are comfortable with proceeding with the project. Therefore, staff recommends that the contract be awarded to Toms Quality Construction, in the amount of \$43,055 as the lowest and best bidder to meet specifications.

RECOMMENDATION NO.1: It is recommended that City Council approve the quotation from Toms Quality Construction in the amount of \$43,055 for the Moore-Lindsay House Exterior Painting Project for the Parks and Recreation Department. Funding is available in Project No. EF0123, Moore-Lindsey House, Construction ((#050-9677-19.61-01). The estimated budget for this project is \$109,600.

RECOMMENDATION NO.2: It is further recommended upon approval of the project cost quotation, that Contract Number K-1011-70 be approved.

RECOMMENDATION NO.3: It is further recommended upon approval of Contract Number 1011-70, that Toms Quality Construction be authorized and appointed as project agents for the Moore-Lindsay House Exterior Painting Project by Resolution Number R-1011-28.

CITY OF NORMAN
Parks and Recreation Department
Norman, Oklahoma
25 August 2010

TABULATION OF QUOTES

The following is a tabulation of quotes received by the City of Norman for the Moore-Lindsay House Exterior Painting Project. Funding for this project is available in the Maintenance of Existing Facilities, Account Number 050-9677-419.6101, Project Number EF0123.

<u>Vendor</u>	<u>Total Amount of Quote</u>
Tom's Quality Construction	\$43,055
He and I Construction	\$60,000
Carnival Painting	\$55,000 (verbal)
Record Painting	No Bid
Crabtree Painting	No Bid

RECOMMENDATION: That the project be awarded to Tom's Quality Construction in the amount of \$43,055 as the lowest and best quote to meet specifications.

City of Norman

Jud Foster
Director of Parks and Recreation

CONTRACT

THIS CONTRACT made and entered into this ____ day of _____, 20__, by and between Tom's Quality Construction 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 as required by law, and has received proposals for the furnishing of all labor and materials for the following project:

MOORE-LINDSAY HOUSE EXTERIOR PAINTING

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 proposal in accordance with the terms of this Contract; and

WHEREAS, the City, in the manner provided by law, has 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: Forty Three Thousand and Fifty Five Dollars (\$ 43,055.00);

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, workmanlike manner at his/her 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 and Provisions and 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.) NONE

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 (s)he may request to aid him/her 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 manager, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said Contract Documents; and upon making such determinations said official shall make his final certificate to the City.

The Contractor shall furnish proof that all claims and obligations incurred by him/her in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, 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 3 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same in 60 calendar days.

The instructions to bidders 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.

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

Tom's Quality Construction

Company Name

ATTEST: _____
Corporate Secretary

BY Tom C. Fredgen
President

STATE OF _____)
COUNTY OF _____)

_____, 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.

Tom C. Fredgen
President

Subscribed and sworn to before me this 30th day of August, 2010.

Spencer A. Gentry
Notary Public

My Commission Expires: 12-24-2012
Commission Number: 09000071

CITY OF NORMAN

Approved as to form and legality this ____ day of _____, 20____.

City Attorney

Approved by the City Council this _____ day of _____, 20____.

Mayor

ATTEST:

City Clerk

Resolution

R-1011-28

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING TOM'S QUALITY CONSTRUCTION AS PROJECT AGENT FOR THE MOORE-LINDSEY HOUSE EXTERIOR PAINTING 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 **Tom's Quality Construction** for the **Moore-Lindsay House Exterior Painting Project**; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on **Tom's Quality Construction** 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, **Tom's Quality Construction** to purchase materials which are in fact used for the **Moore-Lindsay House Exterior Painting Project**; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that **Tom's Quality Construction** 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:

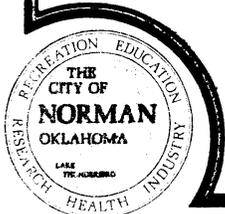
- § 4. That the City of Norman, Oklahoma, on the 14th day of September, 2010, did appoint **Tom's Quality Construction** who is involved with **Moore-Lindsay House Exterior Painting Project**, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the **Moore-Lindsay House Exterior Painting Project**.

PASSED AND ADOPTED THIS 14th day of September, 2010.

Mayor

ATTEST:

City Clerk





CITY COUNCIL AGENDA SEPTEMBER 14, 2010

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

Item No. 32

Text File Number: K-1011-72

Introduced: 9/1/2010 by Mike White

Current Status: Consent Item

Version: 1

Matter Type: Contract

Title

CONSIDERATION OF THE ACCEPTANCE OF AN ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) GRANT IN THE AMOUNT OF \$205,143 FOR THREE (3) COMPRESSED NATURAL GAS (CNG) VEHICLES AND ONE (1) LIQUID PROPANE ZERO TURN MOWER FOR THE FLEET MAINTENANCE DIVISION, APPROVAL OF CONTRACT NO. K-1011-72, AND BUDGET APPROPRIATION.

ACTION NEEDED: Motion to accept or reject a grant from ACOG in the amount of \$205,143 for three (3) CNG vehicles and one (1) liquid propane zero turn mower for the Fleet Maintenance Division; and, if accepted, approve Contract No. K-1011-72; authorize execution of the contract; and appropriate \$90,729 from the Capital Fund Balance (050-0000-253.20-00) and appropriate \$68,758 into Service Equipment/Trucks and Vans (022-5080-433.50-03), \$21,232 into Service Equipment/Heavy Duty (022-5080-433.50-08) and \$739 into Service Equipment/Trucks and Vans (010-5071-435.50-03).

ACTION TAKEN: _____

Body

BACKGROUND: In August 2010, the Association of Central Oklahoma Governments (ACOG) notified the City of Norman that our application for funding under the 2010 ACOG Public Fleet Conversion Grant Program had been approved in the amount of \$205,143. This is the second round of grants of federal fiscal year (FFY) 2010 Congestion Mitigation and Air Quality (CMAQ) Funds. The CMAQ money supports transportation projects that reduce mobile source emissions. This grant program allows public sector fleets to access CMAQ funds for fleet conversions to clean fuel technologies including alternative fuel vehicles. The grant will be a reimbursement and will be funded on a 50/50 basis.

DISCUSSION: City staff prepared the attached grant application requesting assistance with the purchase of three (3) compressed natural gas (CNG) vehicles and one (1) liquid propane mower that have been scheduled for replacement in the FYE 2011 Capital Vehicle Replacement Budget. Of the four (4) units to be replaced, Fleet staff will prepare a bid opening in September for one (1) CNG Rear Loader Yard Waste Refuse truck for Utilities Sanitation Yard Waste Division and one (1) CNG Fleet Repair Field Service Vehicle for the Public Works Fleet Management Division. It is anticipated that the liquid propane mower to be used for the Utilities Water Wells Division and the CNG Sport Utility Vehicle for the Public Works Street Division will be available for purchase on State Contract.

On June 8, 2010, City Council adopted Resolution No. R-0910-128 ratifying the ACOG grant application.

. See attached table for the estimated cost and savings for the four (4) vehicles.

With the assistance of the ACOG funding, the City of Norman could save up to \$114,414 in the FYE 2011 Capital Budget based upon current estimates of vehicle costs. This represents not only a cost savings, but also an upgrade to CNG and propane powered vehicles providing fuel savings, more environmentally friendly vehicles and reduced dependency on foreign fossil fuels.

Estimates of the vehicle costs exceed FYE 2011 Capital budget by \$90,729. The ACOG grant is reimbursable, meaning the City will pay all costs and then receive reimbursement from ACOG.

ACOG has awarded three rounds of CMAQ grants since beginning the program in 2009. The City of Norman has successfully competed in all three grant cycles. In 2009, the City received a grant for \$ 114,000 for the purchase of two CNG refuse trucks. In the first round in 2010, the City received a grant for \$ 200,000 to construct a CNG slow fill fueling facility.

RECOMMENDATION 1: It is recommended that the City Council approve and the Mayor be authorized to sign the attached two (2) copies of the contract and accept funding from ACOG for the amount of \$205,143. Also, the grant funds when received should be accepted as follows:

022-0000-331.13-64 ACOG Misc. Grant Reimb.	\$ 89,990
033-0000-331.13-64 ACOG Misc. Grant Reimb.	\$107,717
031-0000-331.13-64 AGOG Misc. Grant Reimb.	\$ 7,436

RECOMMENDATION 2: It is recommended that an appropriation of \$90,729 from the Capital Fund balance account (050-0000-253.20-00) be placed as follows into FYE 2011 Capital Budget:

022-5080-433.50-03 Trucks & Vans	\$68,758
022-5080-433.50-08 Heavy Duty	\$21,232
010-5071-435-50-03 Trucks & Vans	\$ 739

In addition, it is recommended that the following transfer be made:

From: 010-5021-431.50-08 Trucks & Vans	(\$6,399)
To: 010-5071-435.50-03 Heavy Duty	\$6,399

Table for estimated cost and savings for the four vehicles

Vehicle	Current FYE 2011 City Budget	ACOG Grant	Estimated FYE 2011 Vehicle Cost	FYE 2011 City Savings	Appropriations Needed from General Fund
CNG Rear Loader	\$234,990*	\$100,000	\$234,990	\$100,000	\$0
CNG Fleet Truck	\$74,104**	\$75,000	\$150,000	-\$896	\$75,896
CNG SUV	\$31,486*	\$23,159	\$46,319	\$8,326	\$14,833
LP Mower	\$16,221*	\$6,984	\$16,221	\$6,984	\$0
TOTAL	\$356,801	\$205,143	\$447,530	\$114,414	\$90,729

**PUBLIC FLEET CONVERSION GRANT CONTRACT
BETWEEN THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS
AND
THE CITY OF NORMAN, OKLAHOMA**

This Grant Contract, by and between the Association of Central Oklahoma Governments, hereinafter referred to as "ACOG" and the City of Norman, Oklahoma, hereinafter referred to as the "Grantee," is for the provision of reimbursement of actual costs incurred for the purchase of one (1) light-duty compressed natural gas vehicle, two (2) heavy-duty compressed natural gas vehicles, and one (1) propane commercial tractor mower, as further defined in the "SCOPE OF SERVICES."

Amount of Grant: Two hundred five thousand one hundred forty-three dollars (\$205,143).

The Grantee operates a public-sector fleet and is either an Oklahoma City Area Regional Transportation Study (OCARTS) member entity or a public school district whose district boundaries are contained partially or wholly within the OCARTS area.

Grantee Federal Employer Identification: 736005350

A. SCOPE OF SERVICES

- A.1. The Grantee shall provide all services and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract.
- A.2. The intention of ACOG in awarding these grant funds is to seed the advancement of alternative fuel vehicles, certain hybrid vehicles, and alternative fuel infrastructure as delineated by the Federal Highway Administration's Congestion Mitigation Air Quality funding guidelines within the Central Oklahoma region to reduce vehicle emissions and to support the Clean Air Act and its amendments.
 - A.2.a. The funds are intended to defray expenses related to the purchase of one (1) light-duty compressed natural gas SUV, two (2) heavy-duty compressed natural gas trucks, and one (1) propane commercial tractor mower which are to be used by City of Norman in its Street Division, Public Works Fleet Management Division, Sanitation Department, and Utilities Water Wells Division and to include:
 - 1. Chevrolet Tahoe (or equivalent SUV depending on conversion availability) with dedicated CNG CM6.0 L engine
 - 2. International 7400, dedicated CNG (DT466) chassis with 25 yd. rear loading yard waste refuse body
 - 3. International 4300 dedicated CNG (DT466) chassis with field repair/service utility body
 - 4. Cub Cadet Tank S Model 7327LP commercial, zero-turn, mowing tractor with Kawasaki FX1000V dedicated propane engine.

- A.2.b. Except for circumstances described in Section D.8., Grantee agrees that any and all liability of any kind stemming from the purchase and use of these vehicles remains with and will be the sole responsibility of the Grantee.
- A.2.c. Grantee shall be solely responsible for all ongoing maintenance of the vehicle(s).
- A.2.d. Grantee will visibly mark all ACOG Public Fleet Conversion Grant-funded vehicles, refueling or charging station(s) in such a way that promotes alternative fuels/clean fuel technology, and clean air. This may include signage, dispenser and vehicle logos, window clings, wraps, etc., until the grant-funded equipment and/or vehicles are retired from Grantee's fleet service.
- A.3. Grantee agrees that fleet size as a result of grant funding will be reduced or remain the same.
 - A.3.a. Grantee will remove from the fleet three (3), heavy-duty diesel trucks, one (1) light-duty SUV, and one (1) diesel commercial mowing tractor and will provide to ACOG a bill of sale, receipt of scrappage, or other like document(s) as proof of removal of these vehicles. Vehicles identified for removal from fleet include:
 - 1. MY 1996 International 4900, heavy-duty, diesel truck (DT466 engine); VIN 1HTSHAAR8TH326528
 - 2. MY 1989 Chevrolet 3500, heavy-duty diesel truck (6.2L engine); VIN 1GBRJ34J6KF308017
 - 3. MY 1985 International 4700, heavy-duty diesel truck (DT466 engine); VIN 1HTLDTVN4FHA10294
 - 4. MY 1995 Ford Bronco, light-duty truck (5.8L engine); VIN 1FMEU15H9SLB07088
 - 5. 1998 John Deere F925 commercial mowing tractor (JD 22 hp engine); VIN MOF925X170297
 - A.4. Progress Reports: Grantee will provide to ACOG quarterly project progress reports commencing with the end of the first quarter following signed acceptance of negotiated award contract and due no later than the 10th of the month following the end of each quarter based on a fiscal year beginning July 1; i.e., October 10, January 10, April 10, and July 10 until such time as all grant-funded vehicles, equipment and materials have been purchased and installed, and project is operational.
 - A.5. Annual Reports: Grantee will provide to ACOG annual reports beginning twelve (12) months after the date the project is put into service and continuing yearly thereafter for three (3) years, for a total annual reporting period of four (4) years.
 - A.5.a. Annual Reports for vehicle projects will include odometer readings, fuel consumption records, maintenance records, and written documentation of all other costs associated with each vehicle purchased with ACOG Public Fleet Conversion Grant funds.
 - A.5.b. Annual reports for refueling/charging infrastructure projects will include monthly volumes of fuel dispensed at the station(s), the number of city owned vehicles refueling at the station(s), maintenance records, and written documentation of all other costs associated with the station(s) equipment and installation purchased with ACOG Public Fleet Conversion Grant funds.

B. GRANT CONTRACT TERMS

- B.1. Grant Contract Terms: ACOG shall have no obligation for costs incurred by the Grantee outside the period commencing September 1, 2010 and ending August 30, 2011, hereinafter referred to as Part I of Contract Terms.

Reporting requirements as described in Sections A.4., A.5., A.5.a. and A.5.b. of this Grant Contract shall be effective for the period commencing September 1, 2010 and ending not later than October 1, 2015, hereinafter referred to as Part II of Contract Terms.

C. PAYMENT TERMS AND CONDITIONS

- C.1. Limitation of Liability: In no event shall the maximum liability of ACOG under this Grant Contract exceed two hundred five thousand one hundred forty-three dollars (\$205,143).

- C.2. Payment Methodology: The Grantee shall be reimbursed for actual costs related to the purchase of two (2) hybrid electric vehicles as described in Section A.2.a., not to exceed the maximum liability established in Section C.1.

- C.2.a The Grantee shall submit invoices prior to reimbursement of Allowable Costs accompanied by bills of sale and documentation of vehicle purchases.

- C.2.b. Allowable Costs are defined as expenditures directly related to the purchase of one (1) MY 2011 light-duty compressed natural gas vehicle, two (2) MY 2011 heavy-duty compressed natural gas vehicles, and one (1) MY 2011 propane commercial riding mower to include:

1. Chevrolet Tahoe (or equivalent SUV depending on conversion availability) with dedicated CNG CM6.0 L engine
2. International 7400, dedicated CNG (DT466 engine) chassis with 25 yd. rear loading yard waste refuse body
3. International 4300 dedicated CNG (DT466 engine) chassis with field repair/service utility body
4. Cub Cadet Tank S Model 7327LP commercial mowing tractor with Kawasaki FX1000V dedicated propane engine.

Allowable Costs are further defined as excluding any other expenses such as personnel costs, fuel costs, mileage reimbursements, tag and title costs, or any expense other than the purchase price of the vehicle(s).

- C.2.c. Invoice Requirements: Grantee shall invoice to ACOG, with all necessary supporting documentation, to:

ACOG
Attn: Yvonne Anderson, Special Programs Officer
21 E. Main Street, Suite 100
Oklahoma City, OK 73104-2405
Telephone: 405-234-2264; FAX: 405-234-2200
Email: yanderson@acogok.org

C.2. d. Each invoice shall clearly and accurately detail the following required information:

1. Invoice/Reference Number (assigned by the Grantee);
2. Invoice Date;
3. Grant Contract Number (assigned by ACOG to this Grant Contract);
4. Grantee Name;
5. Grantee Federal Employer Identification Number or Social Security Number (as referenced in this Grant Contract);
6. Grantee Remittance Address;
7. Grantee Contact (name, phone, and/or fax for the individual to contact with invoice questions);
8. Complete Itemization of Reimbursement Requested which shall include Documentation of Paid Expenses and shall detail the following:
 - i. Itemized Cost of vehicles (bill of sale)
 - ii. Itemized Cost (bill of sale) to include all conversion and/or repower equipment, fuel systems and vehicle fuel tanks, as applicable
 - iii. Labor/Installation charges, as applicable
 - iv. Total Reimbursement Amount Requested

C.3. The Grantee understands and agrees that an invoice to ACOG under this Grant Contract shall include only reimbursement requests for actual expenditures as described in Sections A.2.a. and C.2.b. of this Grant Contract subject to the liability limits of the Grant Award as described in Section C.1.

C.3.a. All invoices for reimbursement must be received by ACOG no later than August 30, 2011 to include only expenses incurred during the period delineated as Part I of Contract Terms.

C.3.b. The Grantee's failure to provide an invoice to ACOG by August 30, 2011, as required, shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and any and all financial and legal liabilities related to the awarded project shall be upon the Grantee and not the responsibility or liability of ACOG.

C.4. Payment of Invoice: ACOG shall, within 90 days of receipt of invoice for eligible expenses relating to the purchase of vehicles, equipment, materials, labor and installation, as described in Sections A.2.a. and C.2.b., issue payment to Grantee for those eligible expenses.

C.5. Unallowable Costs: The Grantee's invoice shall be subject to reduction for amounts included in any invoice which are determined by ACOG, on the basis of the terms of this Grant Contract and stated intent of the Grant Award, not to constitute allowable costs.

D. STANDARD TERMS AND CONDITIONS

D.1. Required Approvals: ACOG is not bound by this Grant Contract until it is approved by the appropriate government entity legal signatory in accordance with applicable laws and regulations.

D.2. Notice to Proceed: Reimbursable costs cannot be incurred until Grant Contract is executed and a letter of Notice to Proceed is issued to Grantee.

D.3. Modification and Amendment: This Grant Contract may be modified only by a written amendment executed by all parties hereto and approved by ACOG.

- D.4. Termination for Cause: If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, ACOG shall have the right to terminate the Grant Contract and withhold any and all award funds for reimbursement regardless of any financial liability for equipment or services incurred by the Grantee. Notwithstanding the above, the Grantee shall not be relieved of liability to ACOG for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Records: The Grantee shall maintain documentation for all purchases and installations under this Contract. The books, records, and documents of the Grantee, insofar as they relate to money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by ACOG, the Oklahoma Department of Transportation and/or Federal Highway Administration, the Oklahoma State Auditor and Inspector, or their duly appointed representatives.
- D.6. Progress Reports: The Grantee shall submit brief, quarterly progress reports to ACOG throughout Part I of Contract Terms in addition to annual reports as described in Sections A.4. through A.5.b.
- D.7. ACOG Liability: ACOG shall have no liability except as specifically provided in this Grant Contract.
- D.8. Force Majeure: The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, epidemics or any other similar cause.
- D.9. State and Federal Compliance: The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.10. Governing Law: This Grant Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma.
- D.11. Completeness: This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and discussions between the parties relating hereto, whether written or oral.
- D.12. Severability: If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

E. SPECIAL TERMS AND CONDITIONS

- E.1. Conflicting Terms and Conditions: Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.

- E.2. Communications and Contacts: All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

ACOG:

Yvonne Anderson, Special Programs Officer
21 E. Main Street, Suite 100
Oklahoma City, OK 73104-2405
Telephone: 405-234-2264; FAX: 405-234-2200
Email: yanderson@acogok.org

The Grantee:

The Honorable Cindy S. Rosenthal, Mayor
The City of Norman
P.O. Box 370
Norman, OK 73070-0370
Telephone: 405-292-9709; FAX: 405-292-9710
Email: cindy.rosenthal@normanok.gov

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Hold Harmless: The Grantee agrees to hold harmless ACOG as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Grantee, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. The Grantee further agrees it shall be liable for the reasonable cost of attorneys for ACOG in the event such service is necessitated to enforce the terms of this Grant Contract or otherwise enforce the obligations of the Grantee to ACOG.

Likewise, ACOG agrees to hold harmless Grantee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of ACOG, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. ACOG further agrees it shall be liable for the reasonable cost of attorneys for Grantee in the event such service is necessitated to enforce the terms of this Grant Contract or otherwise enforce the obligations of ACOG to Grantee.

In the event of any such suit or claim, the Grantee shall give ACOG immediate notice thereof and shall provide all assistance required by ACOG in ACOG's defense. ACOG shall give the Grantee written notice of any such claim or suit, and the Grantee shall have full right and obligation to conduct the Grantee's own defense thereof. Nothing contained herein shall be deemed to accord to the Grantee, through its attorney(s), the right to represent ACOG in any legal matter.

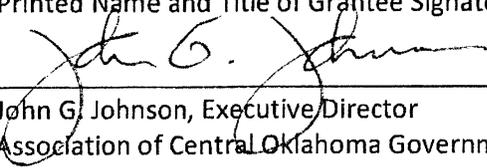
IN WITNESS WHEREOF:

Grantee Legal Entity Name

Grantee Signature

Date

Printed Name and Title of Grantee Signatory (above)



John G. Johnson, Executive Director
Association of Central Oklahoma Governments

8-25-2010

Date



CITY OF NORMAN

Application for
Association of Central Oklahoma Governments (ACOG)
Public Fleet Conversion Grant Program
Round 2

May 19, 2010

SECTION 1 – APPLICANT INFORMATION

1. PROJECT TITLE (10 words or less): CNG Vehicle Replacement		2. DATE SUBMITTED BY APPLICANT: (M/d/yyyy) 5/30/2010	
		3. DATE RECEIVED BY ACOG: (to be completed by ACOG; leave this area blank)	
4. APPLICANT INFORMATION			
Legal Name of Entity: CITY OF NORMAN		Organizational Unit:	
		Department: PUBLIC WORKS	
Street Address: 1301 DA VINCI, NORMAN, OK 73071		Division: FLEET MANAGEMENT	
Mailing Address (if different from Street Address): PO BOX 370			
City: NORMAN		Name and telephone number of person to be contacted on matters involving this application	
State: OK	Zip: 73070	Prefix: MR.	
5. EMPLOYER IDENTIFICATION NUMBER (FEI): 736005350		First Name: MIKE	Middle Initial: W
6. PROPOSED PROJECT:		Last Name: WHITE	Suffix:
Start Date: 8/1/2010 (M/d/yyyy)	Ending Date: 6/30/2011 (M/d/yyyy)		
7. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Cng Vehicle Replacement		Email: mike.white@normanok.gov	
8. LOCATION OF PROJECT (if different from Street Address above)		Phone Number: (give Area Code) (405) 292-9709	
Physical Address:		FAX Number: (give Area Code) (405) 292-9710	
City:	State:	Zip:	
9. PROJECT MANAGER CONTACT:		10. TYPE OF APPLICANT: (check appropriate box)	
Prefix: Mr.	First Name: Mike	<input type="checkbox"/> A. County	
Last Name: White	Suffix:	<input checked="" type="checkbox"/> B. Municipal	
Email: mike.white@normanok.gov		<input type="checkbox"/> C. Township	
Phone: (give Area Code) (405) 292-9709		<input type="checkbox"/> D. Public School District	
FAX : (give Area Code) (405) 292-9710		<input type="checkbox"/> E. State Controlled Institution of Higher Learning	
		<input type="checkbox"/> F. Government Contractor	
		<input type="checkbox"/> G. Other (Specify)	
11. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES.			
a. Authorized Representative			
Prefix MR.	First Name SHAWN	Middle Name	
Last Name O'LEARY		Suffix	
b. Title Director Of Public Works		c. Phone (give Area Code) (405) 366-5452	
d. Email shawn.oleary@normanok.gov		e. FAX (give Area Code) (405) 366-5418	

f. Signature of Authorized Representative	g. Date Signed (M/d/yyyy)
---	---------------------------

SECTION 2 - PROJECT INFORMATION

A.	Category in which you are applying (check one) <input type="checkbox"/> Alternative Fuel Infrastructure <input checked="" type="checkbox"/> Alternative Fuel/Hybrid Vehicles <input type="checkbox"/> Both Fueling Infrastructure and Alternative Fuel/Hybrid Vehicles	
B.	Amount of Grant Request: \$205,143	C. Total project cost including planning, engineering, design and construction: \$410,287
Project Description (be brief but complete)		
D.	<p>Where is the project located? Who does it serve? How large will it be? How will it be accomplished?</p> <p>Important: In addition to describing the project location, if the project involves the installation of alternative fuel infrastructure, attach a black and white map on 8 ½ X 11 inch paper showing location and layout of any proposed fueling infrastructure facilities. The map should clearly indicate the location/placement of fueling islands, compressors, charging stations, storage tanks, dispensers, etc. that will be built or expanded with the proposed funding. <u>Existing facilities and future facilities adjacent to the proposed project should be clearly distinguished on the map and reproducible in black and white.</u> Label as Infrastructure Site Map . Attach to application.</p> <p>The City of Norman has proposed the purchase of a 2011 compressed natural gas (CNG) 25 Yard Rear Loading Yard Waste Refuse truck for the Utilities Sanitation Yard Waste Division, a compressed natural gas (CNG) Sport Utility Vehicle for the Public Works Street Maintenance Division, a compressed natural gas (CNG) Fleet Repair Field Service Vehicle for the Public Works Fleet Management Division, and a Liquid Propane 72" Commercial Zero Turn Mower for the Utilities Water Wells Division.</p> <p>The City of Norman will be fulfilling the commitment of the Alternative Fuel Policy, which was adopted by City Council in February 2009, by replacing three existing vehicles that utilize diesel and/or unleaded with the compressed natural gas (CNG) vehicles and by replacing one commercial lawn mower that utilizes diesel with one that uses liquid propane.</p> <p>While the City of Norman has purchased compressed natural gas (CNG) vehicles, we have yet to purchase a compressed natural gas (CNG) Rear Loading Yard Waste Refuse truck, a compressed natural gas (CNG) Sport Utility Vehicle, a compressed natural gas (CNG) Fleet Repair Field Service Vehicle, or a Liquid Propane 72" Commercial Zero Turn Mower. Staff will pilot the CNG vehicles and liquid propane mower for a period of twelve months to monitor performance, fuel savings, and possible maintenance concerns. If the pilot program is a success, staff will start the process of replacing all diesel powered Rear Loading Yard Waste Refuse trucks with compressed natural gas (CNG) powered Rear Loading Yard Waste Refuse trucks for our Sanitation Department, all Unleaded powered Sport Utility Vehicles with compressed natural gas (CNG) powered Sport Utility Vehicles for our Street Division, all diesel powered Fleet Repair Field Service Vehicles with compressed natural gas (CNG) Fleet Repair Field Service Vehicle for the Public Works Fleet Management Division, and all 60" and 72" diesel powered commercial mowers with liquid propane 60" and 72" Commercial Zero Turn Mowers for the Utilities Water Wells Division.</p>	

D.1.	If project involves the replacement of school buses, also respond to the following:			
D.1a.	Average number of district elementary, middle school and high school students riding the school buses on a daily basis:			
D.1b.	Total district enrollment:	# elementary students	# middle school students	# high school students
D.1c.	Entity owning the buses:			
D.1d.	Entity operating and maintaining the fleet:			
D.1e.	Fleet replacement rate:			
E.	<p>Why is the project necessary? How will it contribute to improving air quality?</p> <p>The City of Norman is committed to purchasing natural gas vehicles and trucks. By using cleaner burning natural gas to help clean up the environment and reduce our dependency on foreign oil we will cut emissions significantly in the city as we go about replacing our diesel trucks. A long-term goal is to show the rest of the industry how to eliminate foreign oil imports while also playing a role in Oklahoma of reducing harmful emissions in and around our communities.</p> <p>When compared to a new diesel truck, the NOx emissions alone in the Refuse truck will be reduced by over 83% and even more when compared against older diesel trucks currently being used. This is primarily because of the substitution of a heavy-duty natural gas engine for a heavy-duty diesel engine that uses a 9.0 liter Cummins ISL-G series natural gas engine certified by CARB at .2 NOx g/bhp. The reduction in PM (the visible particulate matter that diesels emit when burning fuel) is even more dramatic as is the greenhouse gases, CO2.</p> <p>The City of Norman is committed to finding new innovative technologies that assist the city in its goal of improving the environment and saving money. When compared to a diesel powered 72" mower, a liquid propane 72" mower is better for the environment and has a longer engine life. Liquid propane reduces smog forming emissions by 60% and toxic emissions by 80%. Because liquid propane runs cleaner and more efficient than gas and diesel, it is easier on the engine and increases the longevity of the engine.</p>			
F.	<p>What is the project timeline? Include anticipated start date, term of construction or implementation and proposed completion date How will the applicant ensure that the project is implemented in the timeframe requirement of this solicitation?</p> <p>Compressed Natural Gas (CNG) Vehicles will be delivered 190 days from receipt of the Purchase Order.</p> <p>CNG Sports Utility Vehicle will be ordered off of State Contract September 2010.</p> <p>CNG Field Service Truck will be ordered off of State Contract September 2010.</p> <p>CNG Rear Loading Yard Waste Refuse truck and Liquid Propane 72" Mower will be sent out to bid. Bid information will be received August 2010, Purchase Orders will be requested late September 2010, and delivery will be 190 days after receipt of the Purchase Order.</p>			

SECTION 3 - PROJECT IMPACT AND VIABILITY

A.	For the following questions, <u>do not</u> include vehicles such as golf carts that may be driven on-road but are not manufactured primarily for on-road use. <u>Do</u> include heavy-duty equipment such as refuse haulers, and street sweepers.
A.1.	What is the total number of on-road vehicles currently in applicant fleet? 459
A.2.	What is the total number of on-road alternative fuel vehicles currently in application fleet? 18 or 66 with flexfuel
A.3.	What is the total number of on-road hybrid-electric vehicles currently in applicant fleet? 2
A.4.	<p>If fleet includes alternative fuel vehicles, how many gasoline gallon equivalents of fuel by alternative fuel type were used in Fiscal Year 2009?</p> <p>CNG 4,354 LPG E85 B20 48,475</p>
A.5.	<p>If requested, is applicant prepared and willing to provide ACOG with complete inventory of on-road vehicles owned and/or leased by applicant? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
B.	<p>If the proposed project is for the purchase of alternative fuel vehicles, how and where will the vehicles refuel? Please include the location of refueling/recharging site(s) and proximity to the fleet location.</p> <p>Until our CNG Slow Fill station is completed onsite within the next 12 months, the alternative fuel vehicles will have two options for fueling:</p> <p>University of Oklahoma Fleet Services 510 East Chesapeake Room 104 Norman, Oklahoma 73019</p> <p>Oklahoma Natural Gas 605 North Berry Road Norman, Oklahoma 73070</p> <p>The City of Norman currently purchases compressed natural gas (CNG) from the University of Oklahoma and Oklahoma Natural Gas. The University of Oklahoma is the primary vendor with ONG used as a backup incase the primary source is down.</p>
C.	<p>If the proposed project is alternative fuel infrastructure related, does it include a public-access component or multi-fleet component? Please describe and explain.</p>
D.	<p>If the proposed project includes alternative fuel infrastructure and involves a public/private partnership agreement, attach a copy of that agreement to this application signed by all appropriate parties. Label as Public/Private Partnership Agreement. Attach to application.</p>
E.	<p>If the project is alternative fuel infrastructure related, how much use will this facility get? How many vehicles will it serve, and what is the anticipated annual alternative fuel throughput (fuel purchased/loaded and sold/used) at proposed infrastructure. (See APPENDIX D.)</p>

F.	<p>If the proposed project is for the purchase of either alternative fuel vehicles or alternative fueling infrastructure, how will the alternative fuel vehicle(s) and alternative fuel infrastructure be serviced or repaired? Do you have certified alternative fuel vehicle technicians and/or certified compressor technicians on staff? Please explain and describe.</p> <p>The City of Norman currently has three (3) Automotive Service Excellence (ASE) and State of Oklahoma certified technicians for CNG operations on staff able to perform all necessary service and repair of our compressed natural gas vehicles.</p>
G.	<p>In the absence of future grant funding, how will the applicant entity sustain its commitment to continued incorporation of clean fuel technologies in its fleet? Please explain and describe.</p> <p>If funding is not available, the City of Norman will continue the commitment of our Alternative Fuel Policy by implementing cleaner, greener fuels and technology into our current fleet and reducing our country's dependency on foreign oil. Budget preparations will be submitted to sustain the full cost of CNG replacement vehicles. All other vehicles where CNG capability is not available will be right-sized and will be within the top three most fuel efficient in its class.</p>
H.	<p>Does your entity have a written Alternative Fuel/Hybrid Vehicle Replacement Program that has been approved the city council, board of commissioners, or appropriate governing body?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please attach to this application and Label as AFV Replacement Program. Attach to application.</p>
I.	<p>What obstacles or problems must be overcome to implement this project?</p> <p>The City of Norman currently has been able to implement an Alternative Fuel Policy in conjunction with the replacement program (see attached Alternative Fuel Program) and utilizes a proven vehicle replacement program (Faster CCG Systems, Inc.) to manage fleet and replacements. With the lack of future funding, it does mean that the replacement of existing gasoline/diesel vehicles and gasoline/diesel mowers will be at a slower pace. The City of Norman anticipates fuel savings from the natural gas vehicles, either on natural gas currently or planned replacements as shown above will help cover some of the differential costs associated with natural gas vehicles.</p>
J.	<p>What will make this project a success?</p> <p>Adequate funding to expand our internal fleet of natural gas vehicles. This would allow our fleet to have more vehicles converted to run on natural gas, thus reducing a greater number of emissions help lessen our dependence on foreign oil.</p>
K.	<p>If an ACOG Public Fleet Conversion Grant workshop was held subsequent to the April 29, 2010 release of this solicitation and application, did your entity attend? If so, please list name and title of attendee:</p> <p>Shawn O'Leary, City of Norman Director of Public Works Mike White, City of Norman Fleet Superintendent Ted Dumas, Fleet Equipment Support Supervisor</p>

SECTION 4 - PROJECT BUDGET AND COST ESTIMATES

Project cost estimates

	Item	Totals
	Engineering & Design	\$
	Utility Relocation	\$
	Construction	\$
	Equipment	\$ 410,287
	Contractual	\$
	Other (brief description)	\$
	Other (brief description)	\$
	Other (brief description)	\$
	Total	\$ 410,287
	Local share ¹ (see Note below)	\$ 205,144
	Federal Share ²	\$ 205,143

Note:

1 Eligible public sector projects can be funded at a ratio of up to 50 percent federal funds and 50 percent local funds for installation costs and capital investments in alternative refueling/recharging infrastructure, and the cost qualified dedicated AFVs, hybrid vehicles and trucks, hydraulic hybrid trucks and heavy-duty diesel engine replacement or repower to dedicated alternative fuel. Public-private partnerships where private sector vehicles will be purchased using CMAQ funds, are limited to the "incremental cost" of the AFV or hybrid vehicle(s).

2 As above

A.	If other awards, incentives, rebates, transferred tax credits or pass-through incentives will be utilized in this project, please disclose, itemize and explain. no																														
B.	Attach to this application CURRENT (within the last three months) itemized price quotes from vendor/contractor and any other pertinent documents supporting the project budget. If a project has multiple aspects such as vehicle purchase and infrastructure development, the project price quotes should be itemized by the appropriate categories. Label as Itemized Project Budget.																														
C.	Describe the nature and extent of your entity's efforts in this project. Please explain in detail the amount and source of local match funds, and any other local support for the proposed project. <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Cost of CNG Dedicated Rear Loading Yard Waste Refuse Truck</td> <td style="text-align: right;">\$200,000</td> </tr> <tr> <td>City of Norman's portion (50%)</td> <td style="text-align: right;">\$100,000</td> </tr> <tr> <td>Proposed ACOG Grant</td> <td style="text-align: right;">\$100,000</td> </tr> <tr> <td> </td> <td></td> </tr> <tr> <td>Cost of CNG Dedicated Sports Utility Vehicle</td> <td style="text-align: right;">\$ 46,319</td> </tr> <tr> <td>City of Norman's portion (50%)</td> <td style="text-align: right;">\$ 23,160</td> </tr> <tr> <td>Proposed ACOG Grant</td> <td style="text-align: right;">\$ 23,159</td> </tr> <tr> <td> </td> <td></td> </tr> <tr> <td>Cost of CNG Dedicated Fleet Repair Field Service Vehicle</td> <td style="text-align: right;">\$ 150,000</td> </tr> <tr> <td>City of Norman's portion (50%)</td> <td style="text-align: right;">\$ 75,000</td> </tr> <tr> <td>Proposed ACOG Grant</td> <td style="text-align: right;">\$ 75,000</td> </tr> <tr> <td> </td> <td></td> </tr> <tr> <td>Cost of Liquid Propane 72" Commercial Zero Turn Mower</td> <td style="text-align: right;">\$ 13,968</td> </tr> <tr> <td>City of Norman's portion (50%)</td> <td style="text-align: right;">\$ 6,984</td> </tr> <tr> <td>Proposed ACOG Grant</td> <td style="text-align: right;">\$ 6,984</td> </tr> </table>	Cost of CNG Dedicated Rear Loading Yard Waste Refuse Truck	\$200,000	City of Norman's portion (50%)	\$100,000	Proposed ACOG Grant	\$100,000	 		Cost of CNG Dedicated Sports Utility Vehicle	\$ 46,319	City of Norman's portion (50%)	\$ 23,160	Proposed ACOG Grant	\$ 23,159	 		Cost of CNG Dedicated Fleet Repair Field Service Vehicle	\$ 150,000	City of Norman's portion (50%)	\$ 75,000	Proposed ACOG Grant	\$ 75,000	 		Cost of Liquid Propane 72" Commercial Zero Turn Mower	\$ 13,968	City of Norman's portion (50%)	\$ 6,984	Proposed ACOG Grant	\$ 6,984
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City of Norman's portion (50%)	\$ 6,984																														
Proposed ACOG Grant	\$ 6,984																														

	Total Cost of three CNG Vehicles Total City of Norman's portion (50%) Total Proposed ACOG Grant	\$410,287 \$205,144 \$205,143
D.	Does your entity currently have any open or pending loans or grants of any kind for alternative fuel or hybrid vehicles, or alternative fuel infrastructure? Further, does your entity have any open or pending grants or loans related to the project for which this application is being submitted? Please explain. no	

SECTION 6- ASSURANCES

R-0910-128

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AN APPLICATION TO SEEK FINANCIAL ASSISTANCE THROUGH THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) PUBLIC FLEET CONVERSION GRANTS FUND FOR THE CONVERSION OF SEVERAL VEHICLES TO ALTERNATIVE FUELS.

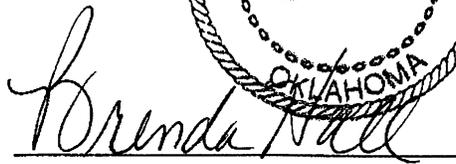
- § 1. WHEREAS, the City of Norman desires to seek financial assistance through the ACOG Public Fleet Conversion Grants Fund for the purchase of three (3) Compressed Natural Gas (CNG) Vehicles (a dedicated CNG rear loading yard waste refuse truck, a dedicated CNG sports utility vehicle, and a dedicated CNG fleet repair field service vehicle) along with one (1) liquid propane vehicle (a dedicated liquid propane mower); and
- § 2. WHEREAS, it is in the best interest of the City of Norman to expedite the preparation and submission of an application for financial assistance from the ACOG Public Fleet Conversion Grants Fund in the form of a grant.

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

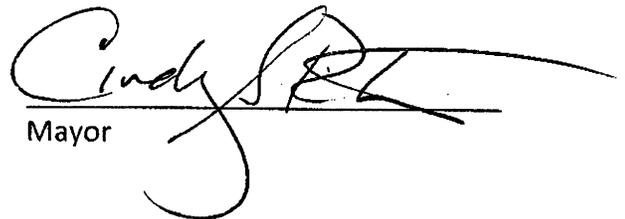
- § 3. That the Mayor of the City of Norman is hereby authorized and directed to sign an application and related documents necessary to file and process a grant application through the ACOG Public Fleet Conversion Grants Fund on behalf of the City of Norman.

PASSED AND ADOPTED this 8th day of June, 2010.

ATTEST:


City Clerk




Mayor

SECTION 6 - ASSURANCES & RESOLUTIONS

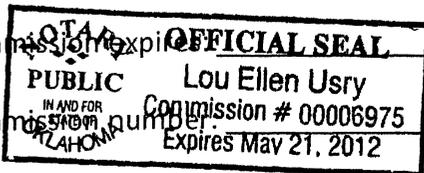
Please affirm your understanding of the following project conditions by initialing in the spaces provided:	
Initial each block below ↓	
	Private organizations proposing projects must be contracted to a public entity for public services and must have a public sponsor (a local government unit or transit operator).
	In the case of alternative fuel infrastructure projects, the project sponsor or private partner must provide matching dollar funding of a minimum of 50% cost share for eligible expenses.
	This is a reimbursement program. The applicant organization must finance the project until Federal reimbursement funds are available.
I hereby certify that the statements contained within the foregoing Application for ACOG Public Fleet Conversion grant are true and complete to the best of the applicant's knowledge and understanding.	
Name of Applicant Organization <i>CITY OF NORMAN</i>	
Name of Authorized Official <i>CINDY ROSENTHAL</i>	Title <i>MAYOR</i>
Signature <i>Cindy Rosenthal</i>	Date <i>6/8/10</i>

Subscribed and sworn to before me this 8th day of June, 2010.

(Seal)

Lou Ellen Usry
NOTARY PUBLIC

My Commission expires _____
My Commission number: _____



**CITY OF NORMAN
ALTERNATIVE FUEL PROGRAM
And Vehicle Replacements**



February 2009

**Prepared by Mike White
Fleet Superintendent
Department of Public Works**

ALTERNATIVE FUEL PROGRAM

EXECUTIVE SUMMARY

The City of Norman seeks to be a leader in the implementation of alternative fuel technology. The City's goal is to increase the usage of alternative fuel vehicles (AFVs) each year as technology allows while monitoring each new technological advancement to suit the application and departmental needs. Currently, the capital costs for AFVs are greater than conventional vehicles. In addition, some alternative fuels are also more expensive than conventional unleaded or diesel fuels. The projected budget increase for the alternative fuel vehicle purchases may exceed \$90,000 in FYE 2009. In contrast, the projected savings in fuel costs is estimated to be \$21,000, or 1.1 percent of the total projected FYE 2009 fuel budget of \$2,052,500.

It is recommended that the City purchase three types of Alternative Fuel Vehicles (AFV) in FYE 2009: (1) Compressed Natural Gas (CNG) vehicles, (2) Flex Fuel vehicles, and (3) B-20 biodiesel fuel capable vehicles. If the City actively pursues these AFV options, an expanded alternative fuel infrastructure must be developed either as a city-owned facility or in partnership with other agencies in Norman. Capital improvements needed for the alternative fuel infrastructure will be costly. Currently, the City has 14 Flex Fuel, 6 CNG, and 16 B-20 biodiesel capable vehicles and equipment on order. In addition, two new City-owned fueling options are being considered this year including (a) B-20 biodiesel fuel for heavy equipment and (b) compressed natural gas (CNG) fuel.

The additional cost for FYE 2010 for alternative fuel vehicles is estimated to be \$230,000. The City's current diesel fuel usage per year is 350,000 gallons at a cost of approximately \$1,065,000. The additional cost to the FYE 2009 fuel budget for B-20 biodiesel fuel at the current rate is estimated to be \$49,000, or a 4.6 percent increase over FYE 2008. The additional unit cost of B-20 biodiesel fuel based upon recent bids will be \$0.14/gal. To minimize the budget impact in FYE 2009, weekly purchases for each product will vary depending upon which option is most cost effective that week. City staff is also pursuing CNG fueling facility options, which range in cost from \$300,000 for "slow fill" to \$1.2 million for "fast fill".

BACKGROUND

Since 2001, the City has purchased compressed natural gas (CNG), flex fuel, and hybrid vehicles.

Current City Fleet 867 (See attachment for more detailed description)

- 742 Rolling Stock
 - 65 Electric
 - 2 Hybrid
 - 7 CNG
 - 29 Flex Fuel
 - 328 Unleaded
 - 311 Diesel
- 125 Non Rolling Stock
 - 46 Non Fuel
 - 3 Electric
 - 6 CNG
 - 39 Unleaded
 - 31 Diesel

Although the City is not mandated by federal or state regulations to purchase alternative fuel vehicles (AFVs) or use alternative fuels, considerable efforts have been made since 2001 to analyze available alternative fuel vehicle options for City use. The City has made vehicle and equipment purchasing decisions based upon operational issues, fiscal concerns and responsible environmental stewardship.

When selecting AFVs, consideration is given to the end user application and their operational functions since the size and location of fuel tanks impact the storage, functionality and useful bed space of the vehicles. Other issues include availability of fuel supply, ability to refuel without long delays, driving range between fuel stops, vehicle usage by on-call staff including responding to emergency or disaster situations and the availability of original equipment manufacturer (OEM) vehicles.

HISTORY OF CITY AFVS

Of the alternative fuels available since the year 2000 including methanol, liquid natural gas (LNG), compressed natural gas (CNG), and electric, staff focused on CNG as the most viable fuel due to availability, fuel characteristic and original equipment manufacturer (OEM) vehicle availability. In 2001, the City of Norman purchased seven (7) CNG F-150 Ford Trucks with the assistance of the Association of Central Oklahoma Governments (ACOG) Clean Cities Program rebate. In subsequent years the City's

Alternative Fuel Program

February 2009

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AFV program expanded to include two (2) hybrids and twenty-nine (29) flex fuel vehicles. All other vehicles purchased are compliant with new EPA emissions standards.

The City's current fleet of AFVs was selected based on availability of a local fuel supply and OEM availability. The fleet consists of CNG pickup trucks, hybrid sedans and electric vehicles. City CNG vehicles currently acquire fuel from the Oklahoma Natural Gas (ONG) fueling facility located at 625 North Berry Road at a cost of \$1.01 per gallon. The cost at ONG has remained the same for the last three (3) years. A secondary location is located at the University of Oklahoma Fleet Services located at 2805 S. Jenkins Avenue at a current cost of \$0.73 per gallon. The CNG vehicle purchases have not increased since 2002 due to the lack of a CNG infrastructure and limited technician training. A certified technician is required to work on all CNG vehicles. The City of Norman has two certified technicians and is in the process of increasing the number of certified technicians to at least 50 percent by the end of FYE 2010. Currently, Staff is pursuing the addition of a slow fill CNG infrastructure.

CURRENT STATE OF THE INDUSTRY

The Detroit Auto Show held in January, 2009 provided an indication of the alternative fuel vehicles available in the next several years. The most visible and promoted were hybrid vehicles by all major manufacturers. Several manufacturers debuted plug-in hybrid vehicles that will become available in limited production in 2009. Only one manufacturer continues to produce a dedicated CNG passenger vehicle, Honda Civic. In addition, only one manufacturer produces a hydrogen powered vehicle in limited numbers, also Honda Civic.

According to the Clean Cities Seminar held at Chesapeake Energy Corporation in May, 2008, Oklahoma is the second largest natural gas producer in the United States and the price of natural gas will remain stable without a significant increase in the near future.

CNG continues to be a viable option for medium and heavy duty trucks yet automobile manufacturers have limited production of CNG vehicles. Therefore, after market conversion kits will have to be added to the vehicle by a state certified installation facility in order to maintain existing warranties.

FUEL SAVING DEVICES AND ADDITIVES

Some vendors are promoting these devices and additives. The Federal Trade Commission (FTC) offers a fact sheet regarding these devices and found that even in instances in which such devices provided savings, the savings were minimal. The U.S. Environmental Protection Agency (EPA) has tested more than 100 devices and additives and has not found any that significantly increase fuel economy. Several were found to offer small improvement in fuel economy but also resulted in increased exhaust emissions. Also, installation of these devices may cause engine damage and may be

considered illegal tampering (or void vehicle warranty) as cited in the FTC fact sheet mentioned above.

RETROFITTING VEHICLES TO OPERATE ON CNG

The availability of new light-duty OEM compressed natural gas vehicles has declined in recent years; however, it is possible to convert a conventional engine to one that can run on an alternative fuel, such as natural gas. Certified installers can reliably retrofit some light-duty vehicles for natural gas operation. A converted vehicle is one that was originally designed to operate on gasoline or diesel and has been altered to run on an alternative fuel; however, the retrofit comes at a significant additional cost (i.e., the purchaser must pay extra for the retrofit). An after-market conversion may only be performed on a vehicle if a Certificate of Conformity or California Air Resources Board (CARB) certification has been issued for that specific vehicle or engine. The City may direct future purchases and specifications to include these after-market conversions. The average cost of a conversion kit for a light truck is \$15,000, or approximately 75% of the average purchase price for that same truck of \$20,000. On heavy duty trucks up to 60,000 GVW, the average cost of a conversion kit is up to \$50,000 or approximately 45% of the average purchase price for that same truck of \$110,000.

FUEL OPTIONS

Ultra low sulfur diesel fuel has a much lower sulfur content (15 ppm) than the previous U.S. on-highway standard for low sulfur diesel (500 ppm), which not only reduces emissions of sulfur compounds but also allows advanced emission control systems to be fitted that would otherwise be poisoned by these compounds. Engines will no longer have to be redesigned to cope with higher sulfur content and may use advanced emissions control systems. The city currently purchases ultra low diesel fuel.

Low sulfur diesel fuel combined with diesel engine emission devices continues to be used in most fleets; however, according to the Energy Independence and Security Act of 2007, federal and state mandates in the future will require the purchase of cleaner burning engines to meet emission pollution requirements. When purchasing heavy trucks not available with alternative fuel capabilities, specifications are written to ensure we meet current and future mandates.

Compressed Natural Gas (CNG) remains a viable fueling option for our existing CNG light trucks and in our heavy duty refuse vehicles. In regards to CNG vehicles, there is a 40% reduction in drivable miles per tank of fuel. Sanitation trucks may need to adjust their routes to accommodate the smaller fuel tank capacity. CNG requires a separate fueling infrastructure, which the City will need to develop. The current cost analysis of this option for a typical light truck is as follows:

Increased vehicle cost:	\$15,000.00
Annual fuel cost savings:	\$ 2,500.00

Cost recovery period: 6 years

Propane remains the fuel of choice for forklifts.

Liquid Natural Gas (LNG) was ruled out as a fueling option due to the characteristic of the fuel and the infrastructure requirements.

Flexible Fuel Vehicle (FFV) is an alternative fuel vehicle with a multi-fuel engine that can typically use Ethanol/E85 or Unleaded. This continues to be a viable solution for police patrol vehicles.

Ethanol or E85 is an alternative fuel as defined by the U.S. Department of Energy. E85 is the term for motor fuel blends of 85 percent ethanol and 15 percent gasoline. E85 is designed for use in flexible fuel vehicles (FFVs). Ethanol has 66% of the BTU value of gasoline, lowering the miles per gallon when blended with gasoline. In turn, it takes 1.4 gallons of E85 to do the same work as a gallon of gasoline. The City currently operates some light-duty flexible fuel vehicles. FFVs may operate on either E85 and/or gasoline interchangeably. The City's FFVs are operated with unleaded gasoline, as E85 has limited availability in Oklahoma, and requires a separate fueling infrastructure, which the City would need to develop.

E10 is a blend of 10 percent ethanol and 90 percent gasoline. It is approved for use in any make or model of gasoline powered vehicle sold in the U.S. Many automakers recommend its use because of its high performance and clean burning characteristics. According to the Department of Energy, a complete tank cleaning by a contractor at an estimated cost of \$2,000 would have to take place before switching underground fuel storage tanks to E10 to eliminate any excess moisture that may exist. Red Rock Distributing Company, the City's fuel provider has listed several positive and negative aspects of E10.

Positive

1. Fuel cost may decrease depending on daily market value of unleaded
2. Fuel octane rating increases
3. Harmful gasoline emissions decrease
4. Will not cause long-term engine damage

Negative

1. Easily absorbs water from storage tanks
2. Has a shelf life of less than 90 days
3. Acts as a solvent with fuel tanks, lines, pumps and other fuel related equipment.
4. Deteriorates aluminum, plastic, rubber, and some fiberglass due to ethanol's corrosive properties.

5. E10 consistently reduces miles per gallon by 2% to 3%

Hybrid vehicles seem to be an interim solution until a more viable AFV is developed. The hybrid vehicle generally obtains an increase in vehicle miles per gallon (MPGs) while reducing emission at low speeds. The City will purchase hybrid vehicles as replacements in areas where these vehicles can be effectively used. The current cost analysis of this option for a typical medium-sized passenger vehicle is as follows:

Increased vehicle cost:	\$4,000.00
Annual fuel cost savings:	\$ 225.00
Cost recovery period:	18 years

Plug-in hybrid vehicles are on the horizon with only limited production of the plug-in hybrids expected in 2009.

Hydrogen vehicles are touted as producing no emissions, but will require an expensive fueling infrastructure. A limited number of hydrogen vehicles are being produced in 2009; this AFV is several years away from being a viable option for City vehicles.

Biodiesel is a domestic, renewable fuel that can be made from vegetable oils, animal fats, or recycled restaurant greases. Pure biodiesel is known as **B-100** and is considered an alternative fuel. It is not the same as raw vegetable oil. It contains no petroleum, but can be blended with any level of petroleum to create a biodiesel blend. The most common blend is **B-20**, (20% biodiesel and 80% diesel). B-20 can be used in nearly all diesel equipment and is compatible with most storage and distribution equipment without impacting engine warranty. B-20 works as a cleaning agent in diesel systems and may initially cause minor fuel issues such as increased fuel filter replacement needs and cause fuel injectors and pumps to fail, causing more downtime to vehicles. B-20 and lower-level blends generally do not require engine modifications. While B-20 comes with an increased cost, it does reduce the dependency of foreign oil and supports green efforts.

In 2008, the City of Thousand Oaks, California stated that they used B-100 biodiesel at their Hill Canyon Treatment Plant, and experienced issues with low-temperature gelling in the storage tank, which created problems with engine components such as injector pumps, hoses and gaskets in most of the equipment. As a result of the problems experienced with B-100 biodiesel they discontinued its use. We do not believe this is a viable option at this time.

However, City staff does believe B-20 biodiesel will work in our existing diesel fueled equipment except emergency equipment using diesel due to the liability of altering the fuel. Therefore, a separate underground fuel tank and equipment would have to be established in order to fuel emergency equipment with pure diesel.

Emerging Fuels

Staff is staying apprised of the future of the fuel industry. There are many emerging fuels including Bioutanol, Biogas, Biomass to liquids, and gas to liquids, these fuels will be evaluated as they become more practical. By following the industry and being active in trade organizations, staff will continue to stay informed and keep the City on the forefront of implementation, recommending those fuels that have low environmental impact and are economically and operationally feasible.

VOLATILITY OF AFV MARKET

While staff has prepared and intends to pursue this five-year plan, it is important to note that there is continued uncertainty in the AFV market. The City's experience thus far is that CNG vehicles have been incorporated into the fleet. While many models are no longer available, aftermarket conversion kits can be installed at certified dealers. Many CNG vehicles are expected to be available in the up coming year; electric vehicles have been acquired which are no longer available. Flexfuel and biodiesel fuel are currently under consideration to meet the City's needs. Both of these recent technologies are likely transitional applications until a new fuel is identified. The industry continues to adjust and adapt and the City must do the same as new technologies emerge.

RECOMMENDED CAPITAL IMPROVEMENTS

Capital improvements are costly but the fuel budget will experience immediate savings. Compressed Natural Gas (CNG) in today's market is consistently between 30-50% less per gallon than diesel. The short term capital improvement recommendations are as follow:

(1) Develop compressed natural gas infrastructure to include a "fast fill" station, an on-site pump that allows operators to fuel the vehicles within minutes depending on the storage capacity of the vehicle. It usually fills a vehicle to 75% of its fueling capacity. At a cost of 1.2 million. As an option, a "slow fill" station with five post (2 hose dispensers each) that will fuel up to 10 vehicles, depending on the daily fuel usage can be developed. This is a system designed to fuel vehicles overnight without an operator being present. Usually, this can be accomplished in 8 hours and provides a 95% fill, increasing driving range. Grant programs are being explored. The City may choose to hire a consulting firm to assist with the program and ensure that all available benefits of CNG are realized. The consulting services might include:

1. Writing of proposals for vehicle and infrastructure grant funds to federal, state, or local funding sources.
2. Support and provide explanation on any alternative fuel programs at Council meetings or management meetings when necessary.
3. Provide advice on all types of alternative fuels including possible layout of infrastructure facilities.

4. Advice on the real benefits of using alternative fuels (i.e. cost savings, longer engine life, lower personnel costs, etc.).
5. Seek possible strategic partners to use future fuel infrastructure.
6. Explain the tax benefits of owning natural gas vehicles and infrastructure.
7. Help the City of Norman obtain the \$.50 per gallon fuel credit made available through the Energy Bill.
8. Explain the pros and cons of using LNG vs CNG.
9. Conduct life cycle cost analyses to help justify alternative fuels.
10. Develop component needs, i.e. number of dispensers, compressor sizing, proper dryer, oil filters, etc. along with the location and layout of the station.
11. Provide recommendations on hours of operation and the best way to utilize the City's resources and cut refueling costs.
12. Write performance bid specifications for the fuel infrastructure.
13. Provide preliminary bid package.
14. Evaluate bids received by the City and make recommendations for award.
15. Unlimited phone calls to answer questions concerning alternative fuel issues.

(2) Fuel all Fire trucks at the OU facility at an additional cost of \$0.19/gal. This approach will save staff time and vehicle travel. Currently, fire trucks consume approximately 21,000 gallons of diesel/year. The additional charge of \$0.19/gal will cost \$3,990. At today's cost (\$1.416) plus the markup (\$0.19) the annual fuel charge for Fire would be \$33,730.

(3) A south side fueling station should be developed to reduce the amount of mileage and labor incurred by vehicles housed on the south side of Norman. There would be one automated dispenser for unleaded, one for diesel, and one for biodiesel. At today's cost, this is estimated at \$300,000 if City property is used.

(4) A B-20 biodiesel fuel holding tank will be proposed for FYE 2010 at North Base to fuel non-emergency equipment. Cost estimate is \$150,000.

PROPOSED FYE 2009 VEHICLE PURCHASES

The City of Norman will replace 47 vehicles and equipment in FYE 2009. Of those 47 vehicles/equipment scheduled for replacement, the staff analysis indicates that up to 19 alternative fuel vehicles and 12 flex fuel vehicles could be included. 14 new diesel vehicles will be equipped to operate on biodiesel fuel if that fuel is deemed to be cost effective. 5 CNG light weight trucks will be fueling on compressed natural gas. Thus, 31 vehicles or 66% of the fleet purchases in FYE 2009 could be AFVs.

One notable element of the FYE 2010 vehicle purchase recommendation involves the acquisition of two CNG Sanitation trucks, one for residential collection and one for commercial collection. Very few agencies in the country have purchased these vehicles, so there will be a certain amount of experimentation required for this initiative. We have

already requested assistance with these purchases through the ACOG grant. ACOG will notify accepted recipients of the grants by May 2009. These are also expensive, custom vehicles so, once acquired, the Sanitation Division of the Utilities Department will operate these vehicles for at least 5-7 years before they will be replaced.

In summary, FYE 2009 Capital Equipment Replacements might include:

- o 14 Biodiesel (B20)
- o 5 Compressed Natural Gas (pending funding and availability)
- o 12 Flex Fuel capable

The City currently has 82 vehicles and equipment that operate on alternative fuels: 14 CNG (7 generators and 7 light trucks), 2 hybrid sedans, 65 electric golf carts, and one propane forklift. With the purchase of biodiesel fuel in FYE 2009, the number of City vehicles and equipment operating on alternative fuels might increase from 82 to 350, increasing the percentage of City vehicles and equipment operating on alternative fuels to 42%.

OTHER AFV RECOMMENDATIONS:

- Grants have become available from the Association of Central Oklahoma Governments (ACOG) and Clean Cities. City staff will request grant funds to use toward the purchase of CNG trucks, a CNG Slow Fill unit, and possibly other AFV technologies.
- With the possible FYE 2010 purchases, the City may exceed the goal of converting at least one third of the fleet to AFVs. The City would have 472 AFVs or 54 percent of the fleet of 867 vehicles and equipment by the end of FYE 2009 if biodiesel and E85 fuel become feasible. Each year on average, the City purchases fifty (50) vehicles. At least twenty five (25) of the 50 vehicles purchased each year could be AFV. Where an AFV is not available and a conventional vehicle must be purchased, City staff would ensure the vehicle is right-sized to the job and within the top three most fuel-efficient vehicles available in its class. It is anticipated that the City could add as many as 131 AFVs to the City fleet over the next five years. If biodiesel and E85 fuel become feasible, the City's AFV fleet could increase to 572 AFVs or 66 percent by 2013.
- CNG refuse trucks will refuel at OU Fleet Services or ONG until the City can develop its own CNG fuel infrastructure. For all CNG purchases, grant funds and other federal funding may be available to reduce the cost of CNG vehicles and CNG infrastructure. If the City of Norman owned its own CNG infrastructure and associated vehicles, it appears the city could be entitled to a reimbursement of \$.50/gallon of CNG dispensed, according to the Energy Independence and Security Act (EISA) of 2007. However, the EISA is scheduled to expire December 31, 2009 if Congress does not extend the legislation. President Obama, in a January 27, 2009, Presidential Memoranda, has requested that the National Highway Traffic Safety Administration (NHTSA) publish a final rule on

Alternative Fuel Program

February 2009

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the matter by March 30, 2009, according to whitehouse.gov. Projections are to have more incentives for Alternative Fuel Vehicles, Staff will monitor the progress.

- While other agencies have experienced increased service and maintenance costs by using B-20 biodiesel, experimentation in this area still appears prudent for the City of Norman. Staff would like to begin purchasing B-20 by early spring of 2009.
- E10 is not a recommended fuel option because it would increase the amount of gallons purchased and consumed. Focusing more on the City's Fuel Conservation Policy adopted in 2009 appears to be a better strategy for the city fleet in terms of fuel conservation and cost savings.
- Flexfuel vehicles are recommended as replacements in areas where these vehicles can be effectively used.
- The City of Norman will collaborate with the University of Oklahoma Fleet Services Division and Oklahoma Natural Gas Company for temporary CNG fueling facilities along with other fueling options until the City is able to develop its own south side fueling facility and enlarge its fuel infrastructure.

ACTION PLAN

January 2009

- City staff submits FYE 2010 budget request for CNG infrastructure, South Side fueling station, and other AFV initiatives

February 2009

- Council adopts Alternative Fuel Program
- Submit ACOG grant application (Feb 27, 2009)
- Order 6 light duty CNG trucks

March 2009

- Solicit proposal for grant consultant
- Order B-20 biodiesel at North Base – begin fueling all emergency diesel equipment at OU Facility.

May 2009

- Consulting firm retained to develop CNG grant applications and design of fuel infrastructure with available funding
- Delivery of 6 CNG light duty CNG trucks ordered in February

June 2009

- Solicit bids for CNG Refuse vehicles

Alternative Fuel Program

February 2009

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July 2009

- Solicit bid for CNG Infrastructure

August 2009

- Purchase two (2) CNG vehicles for Sanitation
- Solicit bids for underground B-20 biodiesel tank at North Base in February 2010

October 2009

- Start construction on CNG Infrastructure

November 2009

- Order FYE 2010 light to medium duty CNG vehicles

January 2010

- Finish Construction of CNG Infrastructure

February 2010

- Both CNG Sanitation vehicles delivered

April 2010

- Delivery of FYE 2010 light to medium duty CNG vehicles

CURRENT CITY FLEET

- 128 Sedans
 - 2 Hybrids
 - 126 Unleaded
- 117 Light Duty Pickups
 - 7 CNG
 - 29 Flex Fuel Capable
 - 81 Unleaded
- 34 Light Duty Utility Vehicles
 - 34 Unleaded
- 20 Vans
 - 19 Unleaded
 - 1 Diesel
- 1 Emergency Response Light Duty
 - 1 Unleaded
- 6 Emergency Response Heavy Duty
 - 6 Diesel
- 9 Emergency Response Pumper
 - 9 Diesel
- 12 Heavy Duty Trucks
 - 2 Unleaded
 - 10 Diesel
- 2 Aerial Lift
 - 1 Unleaded
 - 1 Diesel
- 27 Dump Trucks
 - 27 Diesel
- 3 Wreckers
 - 1 Unleaded
 - 2 Diesel
- 8 Sanitation Front Loader
 - 8 Diesel
- 11 Sanitation Rear Loader
 - 11 Diesel
- 13 Sanitation Side Loader
 - 13 Diesel
- 4 Container Hauler
 - 4 Diesel
- 2 Dumpster Mover
 - 2 Diesel
- 9 Support Equipment Front Loader
 - 9 Diesel

- 1 Chip Collection Truck
 - 1 Diesel
- Oil Distribution Truck
 - 1 Diesel
- 2 Pot Hole Patcher
 - 2 Diesel
- 3 Sweeper
 - 3 Diesel
- 2 Fogger
 - 2 Unleaded
- 1 Trench Burner
 - 1 Diesel
- 14 Back Hoe
 - 14 Diesel
- 3 Excavator
 - 3 Diesel
- 2 Forklift
 - 2 Unleaded
- 1 Dozer Crawler
 - 1 Diesel
- 23 AG Tractor
 - 23 Diesel
- 83 Utility Cart
 - 65 Electric Golf Carts
 - 9 Unleaded
 - 9 Diesel
- 9 Air Compressor
 - 1 Electric
 - 5 Unleaded
 - 3 Diesel
- 19 Generator
 - 6 Natural Gas
 - 11 Unleaded
 - 2 Diesel
- 5 Grader
 - 5 Diesel
- 1 Paver
 - 1 Diesel
- 7 Skid Loader
 - 7 Diesel
- 3 Sweeper
 - 3 Diesel

- 3 Broom
 - 3 Diesel
- 8 Street Roller
 - 1 Unleaded
 - 7 Diesel
- 3 Trencher
 - 1 Unleaded
 - 2 Diesel
- 3 Line Remover
 - 3 Unleaded
- 20 Pumps
 - 20 Unleaded
- 69 Mower
 - 26 Unleaded
 - 43 Diesel
- 1 Stump Cutter
 - 1 Diesel
- 1 Tree Spade
 - 1 Unleaded
- 4 Chipper
 - 4 Diesel
- 1 Sod Cutter
 - 1 Diesel
- 1 Compost Turner
 - 1 Diesel
- 6 Sprayer
 - 3 Unleaded
 - 3 Non Fuel
- 252 Miscellaneous Support Equipment (Spreaders, Trailers, etc)
 - 1 Electric
 - 18 Unleaded
 - 26 Diesel
 - 207 Non Fuel

Total:

- 742 Rolling Stock
 - 65 Electric
 - 2 Hybrid
 - 7 CNG
 - 29 Flex Fuel Capable
 - 328 Unleaded
 - 311 Diesel

- 125 Non Rolling Stock
 - 46 Non Fuel
 - 3 Electric
 - 6 CNG
 - 39 Unleaded
 - 31 Diesel

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Winget, Brandy – Alternative Fuel Technical Examiners Program Administrator, Oklahoma Department of Central Services, 3301 N. Santa Fe Oklahoma City, OK 73118 Phone: (405) 521-2206 Fax: (405) 525-2682

ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS

2009 Public Fleet Conversion Grants

Project Change of Scope Request

Date of Request: 7/23/2010

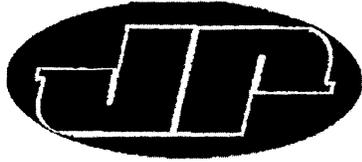
Name of Awarded Entity: City of Norman, OK

Description of and reason for requested change of scope: Needed additional emissions savings. Vehicle to be retired was lighter weight class than vehicle to be purchased. Solution: Added another vehicle to be retired (two-for-one) in same weight class as vehicle to be purchased. Five vehicles are now to be retired and will be replaced by four new vehicles in corresponding weight classes.

Enclose supporting documentation relating to requested change:

1. Table I: Vehicles to be Retired (if applicable) **SEE ATTACHED**
2. Table II: Clean Fuel Technology Vehicles to be Purchased or Converted (if applicable) **SEE ATTACHED**
- 3.
4. Project budget – **attach an itemized budget of requested modification** with supporting current (within the last three months) equipment and installation price quote(s) as applicable. **SEE ATTACHED PRICE QUOTES**

Note: Change of Scope Requests must follow all 2010 - Round 2 Public Fleet Conversion Grant Guidelines



J & R EQUIPMENT, LLC

Quote

Customer No.: COD
Quote No.: 13

Quote To: City of Norman
po box 370
NORMAN, OK 73070

Ship To: CITY OF NORMAN
1301 DA VINCI STREET
NORMAN, OK 73069

Date		Ship Via		FOB		Terms			
				Origin					
Purchase Order Number				Sales Person		Required			
						05/19/10			
Quantity		Part Number		Description		Unit Price		Amount	
Required	Shipped	BO							
Budget pricing for 56,000# GVW dedicated CNG chassis.									
with 25 yd rear loading yard waste refuse body									
1				Total	Rear load Refuse Truck →	200000.00		200000.00	
Budget pricing for a 23,500 GVW dedicated CNG chassis with a field repair/ service utility body									
1				Total	Field Service Truck →	150000.00		150000.00	
								Quote subtotal	350000.00
								Quote total	350000.00

Thank You



REPAIR ORDER
QUOTE ONLY GOOD FOR 30 DAYS

SALES RECEIPT

OUTDOOR POWER EQUIPMENT

5500 Huettner Dr. Norman, OK 73069 (405) 360-5045 FAX (405) 360-5098

Page # 1

City Of Norman/Fleet Management Acct #	3292167	Receipt #	48742
Mike White		Date:	May 20, 2010
P.O.Box 370		Time:	11:15 AM
Norman, OK 73070		Sales Rep.	19
	(405) 292-9708	Customer P.O. #	

Payment Type:	CASH	Ref. #	
Payment Type:		Ref. #	

Item #	Description	Quantity	Price	Amount
CUB TANKS 7237P	CubCadet Tanks 72" LP	1.	20849.0000	13968.83
		Disc:	33.00%	

Model #
SN #

SUB TOTAL	13968.83
TAX	0.00
TOTAL	13968.83
AMOUNT PAID	0.00
Balance Due:	13968.83

Shop Ticket

Customer Code 3292167 Date May 20, 2010
City Of Norman/Fleet Management
Customer Name

Claim Ticket

Repair Order # 48742 Date May 20, 2010
City Of Norman/Fleet Management
Customer Name



CITY COUNCIL AGENDA SEPTEMBER 14, 2010

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

Item No. 33

Text File Number: 2009-15620 R

Introduced: 8/31/2010 by Rebecca Frazier

Current Status: Consent Item

Version: 1

Matter Type: Settlement

..Title

CONSIDERATION OF THE CITY ATTORNEY'S RECOMMENDATION FOR APPROVAL OF A COURT ORDER TOTALING \$25,556.58 REGARDING MARK CASTELL VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC-2009-15620 R.

ACTION NEEDED: Motion to approve or reject the City Attorney's recommendation; and if approved, authorize compliance with the Workers' Compensation Court Order and direct payment of claims totaling \$25,556.58 which will constitute judgment against the City of Norman.

ACTION TAKEN: _____

Body

BACKGROUND: Mark Castell is a Fire Captain with the Norman Fire Department. He filed Workers' Compensation claim WCC 2009-15620 R on December 22, 2009, alleging cumulative trauma to his right shoulder. The case proceeded through the normal litigation process and a trial was held on August 18, 2010. The Court Order is being presented to City Council at this time. It is recommended that this Order be accepted.

DISCUSSION:

Nature of Claim. Mark Castell was hired by the City on April 12, 1993. He filed a Workers' Compensation claim alleging cumulative trauma to his right shoulder injury due to his repetitive duties as a firefighter.

Issues for Trial There is no question Mr. Castell's injury arose out of and in the course of his employment with the City. Therefore, the only issue before the Workers' Compensation Court in this case was the nature and extent of Mr. Castell's injury. Nature and extent is determined by the trial judge based on the claimant's testimony and expert medical evidence. The Workers' Compensation Court Judge is free to accept either doctors' opinion or find anywhere within the range of competent medical evidence presented. Permanent partial disability ("PPD") is a factual determination made by the Workers' Compensation Court trial judge based upon the evaluating doctors' opinions regarding the extent of permanent partial impairment.

On August 5, 2010, Mr. Castell was evaluated by Dr. Hugh G. McClure who opined 44% PPD to the body as a whole (right shoulder). This rating equates to \$75,240. On

June 29, 2010, Mr. Castell was evaluated by the City's doctor, Dr. Kent Hensley, who opined 6% PPD to the body as a whole (right shoulder). This rating equates to \$10,260. The trial judge is free to make a ruling within the range of the medical evidence presented at the time of trial. Therefore, the City's maximum exposure to compensate Mr. Castell for his injuries is 44% PPD or \$75,240.

Court Award. This case was heard by the Workers' Compensation Court on August 18, 2010. After hearing the Claimant's testimony and considering the expert medical evidence, the Court opined that Claimant sustained 23% PPD to his right shoulder.

The Court's findings are set out in Paragraph No. 7 of the Order as follows:

THAT claimant has permanent anatomical abnormalities to his RIGHT SHOULDER which are causally related to his accidental personal injury, herein. THEREFORE, as a result of said injury, claimant sustained 23 percent permanent partial disability to the RIGHT SHOULDER, for which claimant is entitled to compensation for 115 weeks at \$342.00 per week, or the total amount of \$39,330.00 of which 16 weeks have accrued and shall be paid in a lump sum of \$5,472.00.

As can be noted in Paragraph No. 7 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. Castell's weekly wage PPD rate is \$342.00. In this instance, a portion of the award has accrued and will be paid in a lump sum. Payments required to comply with the Court Order totaling \$15,048 are outlined in Attachment 1. Applicable costs and fees totaling \$2,084.23 are also shown. The balance of the Order, \$24,282 will be paid weekly at \$342/week until paid, with the first payment to begin on or around September 24, 2010.

RECOMMENDATION: The issue tried on August 18, 2010 was the nature and extent of Mr. Castell's right shoulder injury. It is not anticipated a more favorable ruling for the City could be achieved by further litigation, particularly due to Mr. Castell's length of employment with the City as a firefighter. Moreover, the ruling is slightly more than one-half the difference in the doctors' opinions. It is recommended that the City move forward to comply with this Order.

Acceptance of the Order would require the payments as outlined above. 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. § 2b, 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.

Mark Castell v. City of Norman
WCC- 2009-15620 R
Attachment No. 1

DESCRIPTION	AMOUNT
PPD (23% Whole Body)	\$39,330.00
Lump Sum Payment:	
Accrued 16 weeks @ \$342/week (per Order)	-\$ 5,472.00
Add'l 5 weeks City Council/Finance Processing	-\$ 1,710.00
Total Lump Sum to Claimant	<u>\$ 7,182.00</u>
Attorney's Fee (per Order)	<u>-\$ 7,866.00</u>
Total Lump Sum to Claimant & Attorney	<u>\$ 15,048.00</u>
Balance to be paid in weekly payments until paid	\$24,282.00

The balance of the Order, \$24,282 will be paid weekly at \$342/week until paid, with the first payment to begin on or around September 24 2010.

Also, as noted, in Paragraph Nos. 9 & 10 of the Order, the City will incur additional costs and fees and filing fee in Cleveland County as follows:

DESCRIPTION	AMOUNT
Workers' Compensation Admin Fund Tax	\$ 786.60
Special Occupational Health & Safety Fund Tax	\$ 49.98
Filing Fee (Workers' Comp Court)	\$ 75.00
Filing Fee (Cleveland County District Court)	<u>\$ 118.00</u>
Total costs & fees to the City of Norman	\$1,274.58

BEFORE THE WORKERS' COMPENSATION COURT OF THE STATE OF OKLAHOMA

In re claim of:

MARK CASTELL)
Claimant)
CITY OF NORMAN)
Respondent)
CITY OF NORMAN (OWN RISK #10970))
Ins. Carrier)

FILED
WORKERS' COMPENSATION COURT
STATE OF OKLAHOMA
August 23, 2010
Robert L. Tharp
COURT CLERK
Court Number: 2009-15620R

Claimant's Social Security
Number: ██████████

ORDER

Now on this 18th day of AUGUST, 2010, this cause came on for consideration pursuant to regular assignment and hearing on AUGUST 17, 2010, before JUDGE GENE PRIGMORE, at Oklahoma City, Oklahoma, at which time claimant appeared in person and by counsel, WILLIAM E WOODSON and respondent and insurance carrier appeared by counsel, REBECCA R FRAZIER.

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 the claimant's testimony was credible.

- 2 -

THAT claimant was employed by CITY OF NORMAN and such employment was subject to and covered by the provisions of the Workers' Compensation Act of the State of Oklahoma; and on or about OCTOBER 13, 2009, claimant became aware he had sustained an accidental personal injury as a result of cumulative trauma to his RIGHT SHOULDER.

- 3 -

THAT the last date the claimant was exposed to cumulative trauma was on or about NOVEMBER 14, 2010. 2009

-4-

THAT the cumulative trauma episodes (FIRST AWARENESS OCTOBER 13, 2009 WITH LAST EXPOSURE JANUARY 14, 2010) causing injury to the claimant's RIGHT SHOULDER arose out of and in the course of his employment with the respondent.

-5-

THAT the major cause of the claimant's compensable injury/injuries and the compensable benefits awarded herein was the cumulative trauma arising out of and in the course of his employment.

- 6 -

THAT at time of injury, claimant's wages were sufficient to establish the rate of compensation at \$342.00 per week for permanent partial disability.

-7-

THAT claimant has permanent anatomical abnormalities to his RIGHT SHOULDER which are causally related to his accidental personal injury, herein. THEREFORE, as a result of said injury, claimant sustained 23 percent permanent partial disability to the RIGHT SHOULDER, for which claimant is entitled to compensation for 115 weeks at \$342.00 per week, or the total amount of \$39,330.00 of which 16 weeks have accrued and shall be paid in a lump sum of \$5,472.00.

- 8 -

THAT respondent or insurance carrier shall pay claimant the accrued portion of the award herein in lump sum of \$5,472.00 and pay the balance of said award at the rate of \$342.00 per week until the total award of \$39,330.00 (less attorney fee) has been paid to claimant.

- 9 -

THAT respondent or insurance carrier shall pay court costs; Special Occupational Health and Safety Fund Tax shall be paid in the sum of \$294.98, representing three-fourths of one percent (0.75%). Respondent, if Own Risk, shall pay \$786.60 to the Workers' Compensation Administration Fund, representing two percent (2%) of the permanent disability award herein.

- 10 -

THAT pursuant to Title 85 O.S. Section 93, a final award fee of seventy-five dollars (\$75.00) is taxed as a cost in this matter, and shall be paid by respondent to the Court Administrator.

- 11 -

THAT the sum of \$7,866.00 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/ 
GENE PRIGMORE, JUDGE

pp/TSamples

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: WILLIAM E WOODSON
307 E EUFAULA
NORMAN, OK 73069-6020

Respondent's Attorney: REBECCA R FRAZIER
ASSISTANT CITY ATTORNEY
P O 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 J. Sharp



Court Clerk
August 23, 2010

PURCHASE REQUISITION NBR: 0000175524

REQUISITION BY: DJOHNSON

STATUS: DIVISION APPROVAL

DATE: 8/25/10

SHIP TO LOCATION: LEGAL DEPARTMENT

REASON: WORKERS' COMP COURT AWARD

DELIVER BY DATE: 8/26/10

SUGGESTED VENDOR: MARK CASTELL AND WILLIAM WOODS

UNIT COST

EXTEND COST

VENDOR PART NUMBER

1.00 EA 15048.0000 15048.00

1 WORKERS' COMP COURT AWARD
CASTELL V. CON; WCC 2009-15620 R; CONTINGENT UPON
COUNCIL APPROVAL ON 9-14-10; MAKE CHECK PAYABLE TO
MARK CASTELL AND WILLIAM WOODSON; SEPARATE CHECK;
RETURN CHECK TO COUNCIL.
COMMODITY: INSURANCE, ALL TYPES
SUBCOMMOD: WORKER'S COMPENSATION

REQUISITION TOTAL: 15048.00

ACCOUNT INFORMATION

LINE # ACCOUNT 1 01030024152131 Other Salary Orders/Settlements

PROJECT 100.00

AMOUNT 15048.00

15048.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

MAKE CHECK PAYABLE TO MARK CASTELL AND WILLIAM WOODSON; SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000175525

STATUS: DIVISION APPROVAL
REASON: WORKERS COMP ADMIN TAX

DATE: 8/25/10

REQUISITION BY: DJOHNSON

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: 2267 WORKMANS COMPENSATION

DELIVER BY DATE: 8/26/10

2267

786.60

786.6000

1.00 EA

1 WORKERS COMP ADMIN TAX

CASTELL V. CON; WC 2009-15620 R; CONTINGENT UPON COUNCIL APPROVAL ON 9-14-10; SEPARATE CHECK; RETURN CHECK TO LEGAL.

COMMODITY: INSURANCE, ALL TYPES
SUBCOMMOD: WORKER'S COMPENSATION

REQUISITION TOTAL: 786.60

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	01030024152133	Other Salary Administration Fund	786.60
			786.60

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000175527

REQUISITION BY: DJOHNSON
STATUS: DIVISION APPROVAL
REASON: WORKERS COMP SPECIAL TAX

DATE: 8/25/10

SUGGESTED VENDOR: 1950 SPECIAL OCCUPATIONAL HEALTH AN
DELIVER BY DATE: 8/26/10

SHIP TO LOCATION: LEGAL DEPARTMENT

1 WORKERS COMP SPECIAL TAX 1.00 EA 294.9800 294.98 1950
CASTELL V. CON; WC 2009-15620 R; CONTINGENT UPON C
OUNCIL APPROVAL ON 9-14-10. SEPARATE CHECK; RETURN
CHECK TO LEGAL.
COMMODITY: INSURANCE, ALL TYPES
SUBCOMMOD: WORKER'S COMPENSATION

REQUISITION TOTAL: 294.98

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	01030024152135	Other Salary Spec Occ Health & Safety	100.00	294.98 ✓
				294.98

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000175533

REQUISITION BY: DJOHNSON STATUS: DIVISION APPROVAL DATE: 8/25/10

REASON: WORKERS COMP FILING FEE SUGGESTED VENDOR: 2268 WORKERS' COMPENSATION COURT DELIVER BY DATE: 8/26/10

SHIP TO LOCATION: LEGAL DEPARTMENT

1 WORKERS COMP FILING FEE 1.00 EA 75.0000 75.00 2268

CASTELL V. CON; WC 2009-15620 R; CONTINGENT UPON COUNCIL APPROVAL ON 9-14-10; SEPARATE CHECK; RETURN CHECK TO LEGAL.
COMMODITY: INSURANCE, ALL TYPES
SUBCOMM: WORKER'S COMPENSATION

REQUISITION TOTAL: 75.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	01030024154704	Miscellaneous Services	75.00 ✓
		Other Filing Fees	100.00
			75.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000175534

REQUISITION BY: DJOHNSON STATUS: DIVISION APPROVAL DATE: 8/25/10
REASON: WORKERS' COMP CLEVELAND COUNTY FILING FEE
SHIP TO LOCATION: LEGAL DEPARTMENT SUGGESTED VENDOR: 434 CLEVELAND COUNTY COURT CLERK DELIVER BY DATE: 8/26/10

1 WORKERS COMP CLEVELAND COUNTY FILING FEE 1.00 EA 118.0000 118.00 434

CASTELL V. CON; WC 2009-15620 R; CONTINGENT UPON C
COUNCIL APPROVAL ON 9-14-10; SEPARATE CHECK; RETURN
CHECK TO LEGAL.
COMMODITY: INSURANCE, ALL TYPES
SUBCOMMOD: WORKER'S COMPENSATION

REQUISITION TOTAL: 118.00

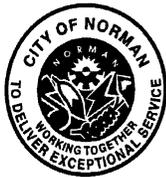
ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	01030024154703	Miscellaneous Services District Court Filing Fee	118.00
			118.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.



CITY COUNCIL AGENDA SEPTEMBER 14, 2010

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

Item No. 34

Text File Number: 2009-12760L

Introduced: 9/3/2010 by Blaine Nice

Current Status: Consent Item

Version: 1

Matter Type: Settlement

Title

CONSIDERATION OF THE CITY ATTORNEY'S RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE AMOUNT OF \$7,923.91 REGARDING ERNIE MARTIN JENKINS VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC-2009-12760 L.

ACTION NEEDED: Motion to approve or reject the City Attorney's recommendation; and, if approved, authorize compliance with the Workers' Compensation Court Order and direct payment of claims in the amount of \$7,923.91 which will constitute judgment against the City of Norman.

ACTION TAKEN: _____

Body

BACKGROUND: Ernie Jenkins, a Mechanic I in the Fleet Division of Public Works Department, filed Workers' Compensation Case No. WCC 2009-12760 L on October 12, 2009, alleging an injury to his left foot. The case has proceeded through the normal litigation process. A trial was held on August 31, 2010, with the Court awarding Mr. Jenkins \$7,524. The Court Award is being presented to City Council for consideration. It is recommended that the City comply with the Order.

DISCUSSION:

Nature of Claim. Mr. Jenkins was hired by the City on November 19, 2007 as an Auto Service Technician and promoted to Mechanic I on March 17, 2009. He is alleging a left foot injury due to dropping a block on his foot at work on August 5, 2009.

Issues for Trial. There is no question that Mr. Jenkins' injury arose out of and in the course of his employment with the City. Therefore, the only issue before the Workers' Compensation Court in this case was the extent of the Permanent Partial Disability (PPD), if any, to Mr. Jenkins' left foot. Permanent partial disability is a factual determination made by the Workers' Compensation Court Trial Judge based on doctors' opinions regarding the extent of permanent partial impairment.

The Workers' Compensation Court Trial Judge determines whether the injury was work related and, if so, is free to make a ruling within the range of the medical evidence presented at the time of trial. On June 17, 2010, Mr. Jenkins was evaluated by Dr. Hugh McClure who opined that Mr. Jenkins had 30% PPD to his left foot due to this work-related injury. This equates to \$22,572. The City had Mr. Jenkins evaluated on

July 20, 2010 by Dr. LeRoy Young who opined 5% PPD which equates to \$3,762. Therefore, the City's maximum exposure to compensate Mr. Jenkins for his injury is 30% PPD or \$22,572 and the City's minimum exposure is 5% PPD or \$3,762.

Court Award. This case was heard by the Workers' Compensation Court on August 31, 2010. After hearing Claimant's testimony and considering the expert medical evidence, the Court opined that Mr. Jenkins sustained 10% PPD to his left foot. The Court's findings are set out in Paragraph No. 7 of the Order as follows:

"THAT claimant has permanent anatomical abnormalities to his LEFT FOOT which are causally related to his accidental personal injury, herein. THEREFORE, as a result of said injury, claimant sustained 10 percent permanent partial disability to the left foot, for which claimant is entitled to compensation for 22 weeks at \$342.00 per week, or the total amount of \$7,524.00 of which 22 weeks have accrued and shall be paid in a lump sum of \$7,524.00."

As can be noted in Paragraph No. 7 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 rate over a period of time. Mr. Jenkins' weekly wage rate is \$342. However, as noted, the full award has accrued and is to be paid in one lump sum.

In complying with the Order, Claimant and his attorney will be paid in a lump sum of \$7,524.00. Also, as noted in Paragraphs No. 9 and 10 of the Order, the City will incur additional costs and fees as follows: (1) Workers' Compensation Administration Fund Tax in the amount of \$150.48; (2) Special Occupational Health & Safety Fund Tax in the amount of \$56.43; and (3) Workers Compensation Filing Fee in the amount of \$75.00.

In addition, the filing fee for Cleveland County Court to place this Order on the tax rolls is \$118.00. The total costs and fees to the City of Norman is \$399.91 bringing the total cost of this Order to \$7,923.91.

RECOMMENDATION: The only issue tried on August 31, 2010 was the nature and extent of PPD. The Order reflects less than one-third of the difference in the doctors' opinions, and the award is within the range of competent medical evidence provided at trial. Therefore, 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 above. 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. § 2b, 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.

BEFORE THE WORKERS' COMPENSATION COURT OF THE STATE OF OKLAHOMA

In re claim of:

ERNIE MARTIN JENKINS)
Claimant)
CITY OF NORMAN)
Respondent)
CITY OF NORMAN (OWN RISK #10970))
Ins. Carrier)

FILED
WORKERS' COMPENSATION COURT
STATE OF OKLAHOMA
September 1, 2010
Robert L. Tharp
COURT CLERK
Court Number: 2009-12760L

Claimant's Social Security
Number: [REDACTED]

ORDER

Now on this 31st day of AUGUST, 2010, this cause came on for consideration pursuant to regular assignment and hearing on AUGUST 30, 2010, before JUDGE GENE PRIGMORE, at Oklahoma City, Oklahoma, at which time claimant appeared in person and by counsel, SIDNEY A MUSSER JR and respondent and insurance carrier appeared by counsel, R BLAINE NICE.

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 the claimant's testimony was credible.

- 2 -

THAT on or about AUGUST 5, 2009, claimant was employed by the above named respondent and such employment was subject to and covered by the provisions of the Workers' Compensation Act, Title 85, State of Oklahoma.

-3-

THAT on or about AUGUST 5, 2009, claimant was involved in a single event episode resulting in an accidental personal injury to the claimant's LEFT FOOT.

-4-

THAT the incident on or about AUGUST 5, 2009, was the predominate cause of the claimant's LEFT FOOT injury and the compensable benefits awarded, herein.

-5-

THAT claimant's accidental personal injury on or about AUGUST 5, 2009, to his LEFT FOOT arose out of and in the course of his employment with the respondent.

- 6 -

THAT at time of injury, claimant's wages were sufficient to establish the rate of compensation at \$342.00 per week for permanent partial disability.

-7-

THAT claimant has permanent anatomical abnormalities to his LEFT FOOT which are causally related to his accidental personal injury, herein. THEREFORE, as a result of said injury, claimant sustained 10 percent permanent partial disability to the LEFT FOOT, for which claimant is entitled to compensation for 22 weeks at \$342.00 per week, or the total amount of \$7,524.00 of which 22 weeks have accrued and shall be paid in a lump sum of \$7,524.00.

- 8 -

THAT respondent or insurance carrier shall pay claimant the award herein in lump sum of \$7,524.00 (less attorney fee).

- 9 -

THAT respondent or insurance carrier shall pay court costs; Special Occupational Health and Safety Fund Tax shall be paid in the sum of \$56.43, representing three-fourths of one percent (0.75%). Respondent, if Own Risk, shall pay \$150.48 to the Workers' Compensation Administration Fund, representing two percent (2%) of the permanent disability award herein.

- 10 -

THAT pursuant to Title 85 O.S. Section 93, a final award fee of seventy-five dollars (\$75.00) is taxed as a cost in this matter, and shall be paid by respondent to the Court Administrator.

- 11-

THAT the sum of \$1,504.80 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/ 
GENE PRIGMORE, JUDGE

pp/TSamples

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: SIDNEY A MUSSER JR
114 E SHERIDAN, STE 102
OKLAHOMA CITY, OK 73104-2445

Respondent's Attorney: R BLAINE NICE
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 J. Sharp



Court Clerk
September 1, 2010

FILED
SEP 1 2010
COURT CLERK

PURCHASE REQUISITION NBR: 0000175885

STATUS: DIVISION APPROVAL
REASON: WORKERS' COMP AWARD

DATE: 9/03/10

REQUISITION BY: DJOHNSON

SUGGESTED VENDOR: ERNIE JENKINS AND MUSSER KOU

DELIVER BY DATE: 9/15/10

SHIP TO LOCATION: LEGAL DEPARTMENT

1 WORKERS' COMP AWARD

JENKINS V. CON; WC 2009-12760 L (LEFT FOOT); COURT
AWARD; CONTINGENT UPON COUNCIL APPROVAL ON 9-14-10;
SEPARATE CHECK; RETURN CHECK TO LEGAL.

MAKE CHECK PAYABLE TO ERNIE JENKINS AND MUSSER KOU
RI & GRANT.

W-9 COMING FOR

MUSSER, KOURI & GRANT

114 EAST SHERIDAN, SUITE 102

OKLAHOMA CITY, OK 73104

COMMODITY: INSURANCE, ALL TYPES

SUBCOMM: WORKER'S COMPENSATION

QUANTITY UOM UNIT COST EXTEND COST VENDOR PART NUMBER

1.00 EA 7524.0000 7524.00

REQUISITION TOTAL: 7524.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	01030024152131	Other Salary Orders/Settlements	100.00	7524.00

REQUISITION COMMENTS:

CONTINGENT UPON COUNCIL APPROVAL ON 9-14-10; MAKE CHECK PAYABLE TO ERNIE JENKINS AND MUSSER, KOURI & GRANT. SEPARATE CHECK; RETURN CHECK TO LEGAL. W-9 FORTHCOMING FOR MUSSER, KOURI.

REQUISITION IS IN THE CURRENT FISCAL YEAR.

PURCHASE REQUISITION NBR: 0000175886

REQUISITION BY: DJOHNSON STATUS: DIVISION APPROVAL DATE: 9/03/10
REASON: WORKERS' COMP ADMIN TAX
SUGGESTED VENDOR: 2267 WORKMANS COMPENSATION DELIVER BY DATE: 9/15/10

SHIP TO LOCATION: LEGAL DEPARTMENT

1 WORKERS COMP ADMIN TAX 1.00 EA 150.4800 150.48 2267
JENKINS V. CON; WC 2009-12760 L; CONTINGENT UPON C
OUNCIL APPROVAL ON 9-14-10; SEPARATE CHECK; RETURN
CHECK TO LEGAL.
COMMODITY: INSURANCE, ALL TYPES
SUBCOMMOD: WORKER'S COMPENSATION

REQUISITION TOTAL: 150.48

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	01030024152133 ✓ Other Salary Administration Fund	100.00	150.48 ✓
			150.48

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:
SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000175888

REQUISITION BY: DJOHNSON

STATUS: DIVISION APPROVAL

REASON: WORKERS COMP SPECIAL TAX

DATE: 9/03/10

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: 1950 SPECIAL OCCUPATIONAL HEALTH AN

DELIVER BY DATE: 9/15/10

1 WORKERS' COMP SPECIAL TAX 1.00 EA 56.4300 56.43 1950
 JENKINS V. CON; WC 2003-12760 L; CONTINGENT UPON C
 COUNCIL APPROVAL ON 9-14-10; SEPARATE CHECK; RETURN
 CHECK TO LEGAL.
 COMMODITY: INSURANCE, ALL TYPES
 SUBCOMM: WORKER'S COMPENSATION

REQUISITION TOTAL: 56.43

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	01030024152135	Other Salary Spec Occ Health & Safety	56.43
		100.00	56.43

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000175889

REQUISITION BY: DJOHNSON

STATUS: DIVISION APPROVAL
REASON: WORKERS' COMP FILING FEE

DATE: 9/03/10

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: 2268 WORKERS' COMPENSATION COURT

DELIVER BY DATE: 9/15/10

1	WORKERS' COMP FILING FEE	1.00	EA	75.0000	75.00	2268
	JENKINS V. CON; WC 2009-12760 L; CONTINGENT UPON C					
	OUNCIL APPROVAL ON 9-14-10; SEPARATE CHECK; RETURN					
	CHECK TO LEGAL.					
	COMMODITY: INSURANCE, ALL TYPES					
	SUBCOMMOD: WORKER'S COMPENSATION					

REQUISITION TOTAL: 75.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	01030024154704	Miscellaneous Services	75.00
		Other Filing Fees	100.00
			75.00

REQUISITION COMMENTS:

REQUISITION IS IN THE CURRENT FISCAL YEAR.

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000175890

REQUISITION BY: DJOHNSON STATUS: DIVISION APPROVAL DATE: 9/03/10
REASON: WORKERS' COMP CLEVELAND COUNTY FILING FEE

SHIP TO LOCATION: LEGAL DEPARTMENT SUGGESTED VENDOR: 434 CLEVELAND COUNTY COURT CLERK DELIVER BY DATE: 9/15/10

1 WORKERS' COMP CLEVELAND COUNTY FILING FEE 1.00 EA 118.0000 118.00 434
JENKINS V. CON; WC 2009-12760 I; CONTINGENT UPON C
OUNCIL APPROVAL ON 9-15-10; SEPARATE CHECK; RETURN
CHECK TO LEGAL.
COMMODITY: INSURANCE, ALL TYPES
SUBCOMMOD: WORKER'S COMPENSATION

REQUISITION TOTAL: 118.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	01030024154703	Miscellaneous Services District Court Filing Fee	118.00
			118.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.



CITY COUNCIL AGENDA SEPTEMBER 14, 2010

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

Item No. 35

Text File Number: 2008-12578 X

Introduced: 8/31/2010 by Blaine Nice

Current Status: Consent Item

Version: 1

Matter Type: Settlement

Title

CONSIDERATION OF THE CITY ATTORNEY'S RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE AMOUNT OF \$5,582.60 REGARDING ALLEN SHELTON VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC-2008-12578 X.

ACTION NEEDED: Motion to approve or reject the City Attorney's recommendation; and, if approved, authorize compliance with the Workers' Compensation Court Order and direct payment of claims in the amount of \$5,582.60 which will constitute judgment against the City of Norman.

ACTION TAKEN: _____

Body

BACKGROUND: Allen Shelton is a Heavy Equipment Operator for the Street Maintenance Division of Public Works who filed Workers' Compensation Case No. WCC 2008-12578 X on October 28, 2008, alleging cumulative hearing loss to both ears. The case has proceeded through the normal litigation process. A trial was held on July 21, 2010, with the Court awarding Mr. Shelton \$5,245.35. The Court Award is being presented to City Council for consideration. It is recommended that the City comply with the Order.

DISCUSSION:

Nature of Claim. Mr. Shelton was hired by the City on April 5, 1999 as a Maintenance Worker I. On April 18, 2005, he was promoted to Heavy Equipment Operator. He is claiming cumulative binaural hearing loss due to repetitive, daily exposure to loud machinery.

Issues for Trial. The issues before the Workers' Compensation Court in this case were compensability and the extent of the Permanent Partial Disability (PPD), if any, to Mr. Shelton's hearing. Permanent partial disability is a factual determination made by the Workers' Compensation Court Trial Judge based on doctors' opinions regarding the extent of permanent partial impairment.

The Workers' Compensation Court Trial Judge determines whether the hearing loss was work related and, if so, is free to make a ruling within the range of the medical evidence presented at the time of trial. On May 19, 2010, Mr. Shelton was evaluated by Dr. John W. Ellis who opined that Mr. Shelton had 10.9% (5.9% binaural hearing impairment and 5% tinnitus) PPD to his hearing due to this work-related injury. This equates to \$10,395.33.

The City had Mr. Shelton evaluated on January 26, 2009 by Dr. Kent C. Hensley who opined 0% PPD for hearing loss which equates to \$0.00. Therefore, the City's maximum exposure to compensate Mr. Shelton for his injury is 10.9% PPD or \$10,395.33.

Court Award. This case was heard by the Workers' Compensation Court on July 21, 2010. After hearing the claimant's testimony and considering the expert medical evidence, the Court opined on August 16, 2010 that Mr. Shelton sustained 5.5% PPD binaural hearing loss. The award represents 3% binaural hearing loss and 2.5% tinnitus. The Court's findings are set out in Paragraph No. 5 of the Order as follows:

THAT as a result of said injury, claimant sustained 3 percent BINAURAL HEARING LOSS and 2.5% TINNITUS, for which claimant is entitled to compensation for 18.15 weeks at \$289.00 per week, or the total amount of \$5,245.35 of which 18.15 weeks have accrued and shall be paid in a lump sum of \$5,245.35.

As can be noted in Paragraph No. 5 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 rate over a period of time. Mr. Shelton's weekly wage rate is \$289. However, as noted, the full award of \$5,245.35 has accrued and is to be paid in one lump sum.

In complying with the Order, Claimant and his attorney will be paid in a lump sum of \$5,245.35. Also, as noted in Paragraphs No. 7 and 8 of the Order, applicable costs and fees totaling \$337.25 are: (1) Workers' Compensation Administration Fund Tax in the amount of \$ 104.91; (2) Special Occupational Health & Safety Fund in the amount of \$39.34; and (3) Fling Fee (Workers' Comp Court) in the amount of \$75.00.

In addition, the filing fee for Cleveland County Court to place this Order on the tax rolls is \$118.00. The total costs and fees to the City of Norman is \$337.25. The total cost of this Order to the City would be \$5,582.60.

RECOMMENDATION: The issues tried on July 21, 2010 were compensability and the extent of PPD. The Order reflects approximately one-half of the difference in the doctors' opinions, and the award is within the range of the medical evidence provided at trial. Therefore, 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 above. 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. § 2b, 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.

BEFORE THE WORKERS' COMPENSATION COURT OF THE STATE OF OKLAHOMA

FILED

**WORKERS' COMPENSATION COURT
STATE OF OKLAHOMA**

August 24, 2010

**Robert L. Tharp
COURT CLERK**

In re claim of:

ALLEN W SHELTON)

Claimant)

) Court Number: 2008-12758X

CITY OF NORMAN)

Respondent)

) Claimant's Social Security

CITY OF NORMAN (OWN RISK #10970))

Ins. Carrier)

) Number: ██████████

**ORDER DETERMINING COMPENSABILITY AND AWARDING
PERMANENT PARTIAL DISABILITY BENEFITS**

Now on this 16th day of AUGUST, 2010, this cause came on for consideration pursuant to regular assignment and hearing on JULY 21, 2010, before JUDGE BOB LAKE GROVE, at Oklahoma City, Oklahoma, at which time claimant appeared in person and by counsel, JOHN R COLBERT and respondent and insurance carrier appeared by counsel, R BLAINE NICE.

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 claimant's bilateral hearing loss with tinnitus arose out of and in the course of employment with respondent where claimant was exposed to occupational noise resulting from jackhammer, air tools and concrete saws.

- 2 -

THAT the claimant has been employed by the respondent, and that such employment was subject to and covered by the provisions of the Workers' Compensation Act of the State of Oklahoma; on SEPTEMBER 18, 2008 the claimant first became aware he had sustained an accidental personal injury arising out of and in the course of said employment consisting of LOSS OF HEARING due to repeated trauma to the EARS from continued exposure to loud noise over a prolonged period; that Claimant's last exposure to said noise prior to the filing of this claim was on or about OCTOBER 24, 2008.

- 3 -

THAT at the time of injury, claimant's wages were sufficient to establish the rate of compensation at \$289.00 per week for permanent partial disability.

- 4 -

THAT liability of respondent or insurance carrier for payment of temporary total disability is not an issue herein.

- 5 -

THAT as a result of said injury, claimant sustained 3 percent BINAURAL HEARING LOSS and 2.5 percent TINNITUS, for which claimant is entitled to compensation for 18.15 weeks at \$289.00 per week, or the total amount of \$5,245.35 of which 18.15 weeks have accrued and shall be paid in a lump sum of \$5,245.35.

- 6 -

THAT respondent or insurance carrier shall pay claimant the award herein in lump sum of \$5,245.35 (less attorney fee).

- 7 -

THAT respondent or insurance carrier shall pay court costs; Special Occupational Health and Safety Fund Tax shall be paid in the sum of \$39.34, representing three-fourths of one percent (0.75%). Respondent, if Own Risk, shall pay \$104.91 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 93, a final award fee of seventy-five dollars (\$75.00) is taxed as a cost in this matter, and shall be paid by respondent to the Court Administrator.

- 9 -

THAT the sum of \$1,049.07 shall be deducted from the award herein and paid in lump sum to claimant's attorney as a fair and reasonable attorney fee; within 20 days from the date of filing of this order, respondent or insurance carrier shall comply herewith.

BY ORDER OF:

/s/ 
BOB LAKE GROVE, JUDGE

./CRichardson

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: JOHN R COLBERT
PO BOX 1421
ARDMORE, OK 73402-1421

Respondent's Attorney: R BLAINE NICE
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.

Rodney Sharp



Court Clerk
August 24, 2010

PURCHASE REQUISITION NER: 0000175544

STATUS: DIVISION APPROVAL
REASON: WORKERS COMP AWARD

DATE: 8/25/10

REQUISITION BY: DJOHNSON

DELIVER BY DATE: 8/26/10

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: ALLEN SHELTON & JOHN R. COLBER ✓

1.00 EA 5245.3500 5245.35

1 WORKERS COMP AWARD
SHEPSON V. CON; WC 2008-12578 X (HARRING); CONTINGE
NT UPON COUNCIL APPROVAL ON 9-14-10; MAKE CHECK PA
YABLE TO ALLEN SHELTON AND JOHN R. COLBERT; SEPARA
TE CHECK; RETURN CHECK TO LEGAL.
COMMODITY: INSURANCE, ALL TYPES
SUBCOMM: WORKER'S COMPENSATION

REQUISITION TOTAL: 5245.35

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	AMOUNT
1	01030024452131 ✓	Other Salary Orders/Settlements	5245.35 ✓
			5245.35

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

MAKE CHECK PAYABLE TO ALLEN SHELTON & JOHN R. COLB
ERT; SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000175545

REQUISITION BY: DJOHNSON
STATUS: DIVISION APPROVAL
REASON: WORKERS COMP ADMIN TAX

DATE: 8/25/10

SHIP TO LOCATION: LEGAL DEPARTMENT
SUGGESTED VENDOR: 2267 WORKMANS COMPENSATION
DELIVER BY DATE: 8/26/10

2267

1.00 EA 104.9100 104.91

1 WORKERS COMP ADMIN TAX

SHELTON V. CON; WC 2008-12578 X (HEARING); CONTING
ENT UPON COUNCIL APPROVAL ON 9-14-10; SEPARATE CHE
CK; RETURN CHECK TO LEGAL.
COMMODITY: INSURANCE, ALL TYPES
SUBCOMMOD: WORKER'S COMPENSATION

REQUISITION TOTAL: 104.91

ACCOUNT INFORMATION

AMOUNT
104.91

PROJECT
100.00

PROJECT

1 01030024152133 Other Salary
Administration Fund

104.91

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000175546

STATUS: DIVISION APPROVAL
REASON: WORKERS COMP SPECIAL TAX

DATE: 8/25/10

REQUISITION BY: DJOHNSON

SUGGESTED VENDOR: 1950 SPECIAL OCCUPATIONAL HEALTH AN DELIVER BY DATE: 8/26/10

SHIP TO LOCATION: LEGAL DEPARTMENT

1.00 EA 39.3400 39.34 1950

1 WORKERS COMP SPECIAL TAX
SHEPSON V. CON; WC 2008-12578 X (HEARING); CONTING
ENT UPON COUNCIL APPROVAL ON 9-14-10; SEPARATE CHE
CK; RETURN CHECK TO LEGAL.
COMMODITY: INSURANCE, ALL TYPES
SUBCOMM: WORKER'S COMPENSATION

REQUISITION TOTAL: 39.34

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	01030024152135	Other Salary Spec Occ Health & Safety	39.34
			100.00
			39.34

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000175547

REQUISITION BY: DJOHNSON STATUS: DIVISION APPROVAL DATE: 8/25/10
REASON: WORKERS COMP FILING FEE
SUGGESTED VENDOR: 2268 WORKERS' COMPENSATION COURT DELIVER BY DATE: 8/25/10

SHIP TO LOCATION: LEGAL DEPARTMENT

1 WORKERS COMP FILING FEE 1.00 EA 75.0000 75.00 2268
SHELTON V. CON; WC 2008-12578 X (HEARING); CONTING
ENT UPON COUNCIL APPROVAL ON 9-1.4-10; SEPARATE CHE
CK; RETURN CHECK TO LEGAL.
COMMODITY: INSURANCE, ALL TYPES
SUBCOMMOD: WORKER'S COMPENSATION

REQUISITION TOTAL: 75.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	01030024154704	Miscellaneous Services Other Filing Fees	75.00 ✓
			100.00
			75.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000175548

REQUISITION BY: DJOHNSON STATUS: DIVISION APPROVAL DATE: 8/25/10

REASON: WORKERS COMP CLEVELAND COUNTY FILING FEE SUGGESTED VENDOR: 434 CLEVELAND COUNTY COURT CLERK DELIVER BY DATE: 8/26/10

SHIP TO LOCATION: LEGAL DEPARTMENT

1 WORKERS COMP CLEVELAND COUNTY FILING FEE 1.00 EA 118.0000 118.00 434

SHEPSON V. CON; WC 2008-12578 X (HEARING) CONTINGE
NT UPON COUNCIL APPROVAL ON 9-14-10; SEPARATE CHEC
K; RETURN CHECK TO LEGAL.
COMMODITY: INSURANCE, ALL TYPES
SUBCOMMOD: WORKER'S COMPENSATION

REQUISITION TOTAL: 118.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	01030024154703	Miscellaneous Services District Court Filing Fee	118.00
			100.00
			118.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.



CITY COUNCIL AGENDA SEPTEMBER 14, 2010

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

Item No. 36

Text File Number: 2010-01029L

Introduced: 8/31/2010 by Blaine Nice

Current Status: Consent Item

Version: 1

Matter Type: Settlement

Title

CONSIDERATION OF THE CITY ATTORNEY'S RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE AMOUNT OF \$76,274.23 REGARDING JONATHAN C. STAMPER VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC-2010-01029 L.

ACTION NEEDED: Motion to approve or reject the City Attorney's recommendation; and, if approved, authorize compliance with the Workers' Compensation Court Order and direct payment of claims in the amount of \$76,274.23 which will constitute judgment against the City of Norman.

ACTION TAKEN: _____

Body

BACKGROUND: Jonathan Stamper, a firefighter for the Norman Fire Department, filed Workers' Compensation Case No. WCC 2010-01029L on February 1, 2010 alleging injury as a result of an incident on June 19, 2009. The case has proceeded through the normal litigation process. A trial was held on April 27, 2010, and the Court awarded Mr. Stamper \$74,190.00. The City appealed the trial court's award on May 10, 2010, based upon the excessive nature of the award. This appeal was presented to Workers' Compensation Court *En Banc* on August 13, 2010. The Court *En Banc* upheld the trial judge's ruling. The Court Order is being presented to City Council for consideration. It is recommended that the City comply with this Order.

DISCUSSION:

Nature of Claim. Mr. Stamper was hired by the City on March 4, 1996 with the Norman Fire Department. He filed a Workers' Compensation claim alleging a back injury on June 19, 2009 after falling down a flight of stairs while fighting a structure fire.

On August 10, 2009, Mr. Stamper underwent surgery for his back injury. He was then placed on temporary total disability until December 15, 2009 when he reached maximum medical improvement and returned to full work duty with no restrictions.

Issues for Trial. There is no question Mr. Stamper's injuries arose out of and in the course of his employment with the City. Therefore, the only issues before the Workers' Compensation Court in this case were continuing medical maintenance and the nature and

Jonathan Stamper v. City of Norman
WCC-2010-01029 L
Attachment No. 1

DESCRIPTION	AMOUNT
PPD (39% Whole Body)	\$ 66,690.00
Disfigurement	<u>\$ 7,500.00</u>
TOTAL AWARD	\$ 74,190.00
Lump Sum Payment:	
Permanent Disfigurement (Abdomen)	\$ 7,500.00
Accrued 19 weeks @ \$342/week (per Order)	\$ 6,498.00
Accrued 16.14 wks (En Banc Order 4/28-8/18)	\$ 5,519.88
Add'l 5 weeks City Council/Finance Processing	\$ 1,170.00
Court Ordered Interest-5.25% on \$13,727.88	<u>\$ 720.71</u>
Total Lump Sum to Claimant	\$ 21,408.59
Attorney's Fee (per Order)	\$ 14,838.00
Total Lump Sum to Claimant & Attorney	<u>\$ 36,246.59</u>

The balance of the Order, \$37,943.41 will be paid weekly at \$342/week until paid, with the first payment to begin around September 20, 2010.

Also, as noted, in Paragraph Nos. 10 & 11 of the Order, the City will incur additional costs and fees and follows:

DESCRIPTION	AMOUNT
Workers' Compensation Admin Fund Tax	\$ 1,333.80
Special Occupational Health & Safety Fund Tax	\$ 556.43
Filing Fee (Workers' Comp Court)	\$ 75.00
Filing Fee (Cleveland County District Court)	<u>\$ 119.30</u>
Total costs & fees to the City of Norman	\$ 2,084.23

Jonathan Stamper v. City of Norman
WCC-2010-01029 L
Attachment No. 1

DESCRIPTION	AMOUNT
PPD (39% Whole Body)	\$ 66,690.00
Disfigurement	<u>\$ 7,500.00</u>
TOTAL AWARD	\$ 74,190.00
Lump Sum Payment:	
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Accrued 16.14 wks (En Banc Order 4/28-8/18)	\$ 5,519.88
Add'l 5 weeks City Council/Finance Processing	\$ 1,170.00
Court Ordered Interest-5.25% on \$13,727.88	<u>\$ 720.71</u>
Total Lump Sum to Claimant	\$ 21,408.59
Attorney's Fee (per Order)	\$ 14,838.00
Total Lump Sum to Claimant & Attorney	<u>\$ 36,246.59</u>

The balance of the Order, \$37,943.41 will be paid weekly at \$342/week until paid, with the first payment to begin around September 20, 2010.

Also, as noted, in Paragraph Nos. 10 & 11 of the Order, the City will incur additional costs and fees and follows:

DESCRIPTION	AMOUNT
Workers' Compensation Admin Fund Tax	\$ 1,333.80
Special Occupational Health & Safety Fund Tax	\$ 556.43
Filing Fee (Workers' Comp Court)	\$ 75.00
Filing Fee (Cleveland County District Court)	<u>\$ 119.30</u>
Total costs & fees to the City of Norman	\$ 2,084.23

¶3 At time of injury, claimant's wages were sufficient to establish the rate of compensation at \$342.00 per week for permanent partial disability.

¶4 As a result of said injury, claimant sustained 39 percent permanent partial disability to the LUMBAR SPINE (360 DEGREE FUSION SURGERY WITH INSTRUMENTATION), for which claimant is entitled to compensation for 195 weeks at \$342.00 per week, or the total amount of \$66,690.00 of which 19 weeks have accrued and shall be paid in a lump sum of \$6,498.00.

¶5 As a result of said injury, claimant suffered serious and permanent disfigurement to the ABDOMEN for which claimant is entitled to recover the sum of \$7,500.00.

¶6 The issue of reimbursement of medical expenses and mileage expenses is RESERVED for future hearing.

¶7 The respondent shall provide the claimant with reasonable and necessary continuing medical maintenance, limited to prescription medications with twelve (12) visits per year to monitor same with DR. DE LA GARZA until further order of the Court.

¶8 Respondent and/or insurance carrier shall pay all reasonable and necessary medical expenses incurred by claimant as a result of said injury.

¶9 Respondent or insurance carrier shall pay claimant the accrued portion of the award herein in lump sum of \$13,998.00 and pay the balance of said award at the rate of \$342.00 per week until the total award of \$74,190.00 (less attorney fee) has been paid to claimant.

¶10 Respondent or insurance carrier shall pay court costs; Special Occupational Health and Safety Fund Tax shall be paid in the sum of \$556.43, representing three-fourths of one percent (0.75%). Respondent, if Own Risk, shall pay \$1,333.80 to the Workers' Compensation Administration Fund, representing two percent (2%) of the permanent disability award herein.

¶11 Pursuant to Title 85 O.S. Section 93, a final award fee of seventy-five dollars (\$75.00) is taxed as a cost in this matter, and shall be paid by respondent to the Court Administrator.

¶12 The sum of \$14,838.00 shall be deducted from the award herein and paid in lump sum to claimant's attorney as a fair and reasonable attorney fee; within 20 days from the date of filing of this order, respondent or insurance carrier shall comply herewith.

BY ORDER OF:

/s/ *Michael J. Harkey*
MICHAEL J HARKEY, JUDGE

pg/KAmos

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: WILLIAM E WOODSON
307 E EUFAULA
NORMAN, OK 73069-6020

Respondent's Attorney: R BLAINE NICE
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 J. Sharp



Court Clerk
April 28, 2010

BEFORE THE WORKERS' COMPENSATION COURT OF THE STATE OF OKLAHOMA

FILED

**WORKERS' COMPENSATION COURT
STATE OF OKLAHOMA**

August 18, 2010

Robert L. Tharp
COURT CLERK

Court Number: 2010-01029L

In re claim of:

JONATHAN C STAMPER)

Claimant)

CITY OF NORMAN &/or NORMAN FIRE)
DEPARTMENT)

Respondent)

Claimant's Social Security
Number: ██████████

CITY OF NORMAN (OWN RISK #10970) &/or CITY)
OF NORMAN (OWN RISK #10970))

Ins. Carrier)

**ORDER ON APPEAL AFFIRMING
THE DECISION OF THE TRIAL COURT**

On AUGUST 13, 2010, this cause came on for hearing before the undersigned Judges, sitting as a panel, on appeal from the order of the Trial Judge heretofore entered on APRIL 28, 2010.

After reviewing the record in this case, and being fully informed in the premises, said Judges find that the order of the Trial Judge heretofore entered in this case on APRIL 28, 2010, was not against the clear weight of evidence nor contrary to law and the same is hereby AFFIRMED.

Respondent or insurance carrier is hereby ordered to pay interest on the accrued portion of said award at the rate of 5.25% per year from the date of the award.

Upon adoption of the foregoing order on the 13th day of AUGUST, 2010, the roll was called and the following voted:

/s/ Kent Eldridge

JUDGE CLARENCE KENT ELDRIDGE, AYE

/s/ Mary A. Black

JUDGE MARY A. BLACK, AYE

/s/ William R. Foster

JUDGE WILLIAM R FOSTER, AYE

..CRichardson

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: WILLIAM E WOODSON
307 E EUFAULA
NORMAN, OK 73069-6020

Respondent's Attorney: R BLAINE NICE
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 J. Sharp



Court Clerk
August 18, 2010

PURCHASE REQUISITION NBR: 0000175594

REQUISITION BY: PJONES
STATUS: DIVISION APPROVAL
REASON: WORKERS' COMP ORDER-STAMPER WC-10-01029
DATE: 8/26/10
SHIP TO LOCATION: LEGAL DEPARTMENT
SUGGESTED VENDOR: JONATHAN STAMPER & BILL WOODSON
DELIVER BY DATE: 8/27/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	WORKERS' COMP ORDER WC-10-01029L WORKERS COMP ORDER- STAMPER V COM; WCC-10-01029 L CONTINGENT UPON COUNCIL APPROVAL ON 9-14-10; MAKE CHECK PAYABLE TO WILLIAM WOODSON AND JONATHAN STAMPER ; SEPARATE CHECK RETURN TO LEGAL COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	36246.5900	36246.59	
REQUISITION TOTAL:						36246.59

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	AMOUNT
1	01030024152131	Other Salary Orders/Settlements	36246.59

REQUISITION IS IN THE CURRENT FISCAL YEAR.

PURCHASE REQUISITION NBR: 0000175595

REQUISITION BY: FJONES

STATUS: DIVISION APPROVAL

DATE: 8/26/10

SHIP TO LOCATION: LEGAL DEPARTMENT

REASON: WORKERS' COMP ADMIN FUND

DELIVER BY DATE: 8/27/10

LINE NBR DESCRIPTION

QUANTITY DOM

UNIT COST

EXTEND COST

VENDOR PART NUMBER

1 WORKERS' COMP ADMIN FUND
WORKERS' COMP ORDER-STAMPER V CON WC-10-01029 L
CONTINGENT UPON COUNCIL APPROVAL ON 9-14-10
SEPARATE CHECK; RETURN CHECK TO LEGAL
COMMODITY: INSURANCE, ALL TYPES
SUBCOMMOD: WORKER'S COMPENSATION

1.00 EA 1333.8000 1333.80

REQUISITION TOTAL: 1333.80

ACCOUNT INFORMATION

LINE # ACCOUNT

1 01030024152133 Other Salary
Administration Fund

PROJECT

%

100.00

1333.80

REQUISITION IS IN THE CURRENT FISCAL YEAR.

PURCHASE REQUISITION NBR: 0000175596

REQUISITION BY: PJONS
STATUS: DIVISION APPROVAL
REASON: WORKERS' COMP-OCCUPATIONAL & HEALTH TRUST FUND
DATE: 8/26/10
SHIP TO LOCATION: LEGAL DEPARTMENT
SUGGESTED VENDOR: 1950 SPECIAL OCCUPATIONAL HEALTH AN
DELIVER BY DATE: 8/27/10

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
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1	OCCUPATIONAL & HEALTH TRUS FUND STAMPER V CON WCC-2010-01029 L CONTINGENT UPON COUNCIL APPROVAL ON 9-14-10 SEPARATE CHECK; RETURN CHECK TO LEGAL COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00 EA	556.5300	556.53	
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REQUISITION TOTAL: 556.53

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	01030024152135	Other Salary Spec Occ Health & Safety	556.53
			100.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

PURCHASE REQUISITION NBR: 0000175597

REQUISITION BY: RJONES
STATUS: DIVISION APPROVAL
REASON: WORKERS' COMP FILING FEE

DATE: 8/26/10

SHIP TO LOCATION: LEGAL DEPARTMENT
SUGGESTED VENDOR: 2268 WORKERS' COMPENSATION COURT
DELIVER BY DATE: 8/27/10

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
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1	WORKERS' COMP FILING FEE STAMPER V CON; WCC-2010-01029 L CONTINGENT UPON COUNCIL APPROVAL 9-14-10 SEPARATE CHECK; RETURN CHECK TO LEGAL COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	75.0000	75.00
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REQUISITION TOTAL: 75.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	01030024154704	Miscellaneous Services Other Filing Fees	75.00
			100.00
			75.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

PURCHASE REQUISITION NBR: 0000175598

REQUISITION BY: PJONES
STATUS: DIVISION APPROVAL
REASON: WORKERS' COMP FILING FEE-CLEVELAND DISTRICT COURT

DATE: 8/26/10

SHIP TO LOCATION: LEGAL DEPARTMENT
SUGGESTED VENDOR: 434 CLEVELAND COUNTY COURT CLERK
DELIVER BY DATE: 8/27/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	WORKERS COMP FILING FEE-CLEVELAND COUNTY STAMPER V. CON; MCC-2010-01029 L CONTINGENT UPON COUNCIL APPROVAL 9-14-10 SEPARATE CHECK; RETURN CHECK TO LEGAL COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	119.3000	119.30	

REQUISITION TOTAL: 119.30

A C C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	AMOUNT
1	01030024154703	Miscellaneous Services District Court Filing Fee	119.30
			100.00
			119.30

REQUISITION IS IN THE CURRENT FISCAL YEAR.



CITY COUNCIL AGENDA SEPTEMBER 14, 2010

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

Item No. 37

Text File Number: R-1011-33

Introduced: 8/18/2010 by Suzanne Krohmer

Current Status: ATS Paused

Version: 1

Matter Type: Resolution

Title

RESOLUTION NO. R-1011-33: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN APPROPRIATING \$75,600 FROM THE PUBLIC SAFETY SALES TAX FUND IN ORDER TO COMPLETE THE PURCHASE OF POLICE VEHICLES FOR FYE 2011.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1011-33.

ACTION TAKEN: _____

Body

BACKGROUND: On May 13th, 2008, the citizens of Norman passed a 7 year one -half percent Public Safety Sales Tax in order to increase the number of police officers and firefighters, and to construct two new fire stations. Ordinance No. O-0708-32 authorized the City to assess the new sales tax beginning October 1, 2008 and terminate collection on September 30, 2015.

DISCUSSION: During the FYE 11 budget process \$101,754 of Public Safety Sales Tax funds was appropriated and allocated to a police vehicle account in order to purchase vehicles for new recruits. There were enough funds available to purchase six vehicles at \$33,918 each, but only three vehicles were budgeted. Since the time of budgeting, the cost per vehicle has decreased, so the entire \$33,918 per vehicle is not needed at this time. Each vehicle will cost \$29,559 each and includes the accessories needed to outfit the vehicles including the vehicle wrap. This totals \$177,354 for six vehicles. Laptops, radars and radios for each vehicle were budgeted for separately.

RECOMMENDATION: Staff recommends that an additional \$75,600 (the difference between \$177,354 needed and \$101,754 budgeted) be appropriated from the Public Safety Sales Tax Fund balance, and be transferred to the Public Safety Sales Tax Fund Patrol Vehicle account in order to purchase the correct amount of vehicles at the correct price.

Losing Account: Public Safety Sales Tax Fund Balance
(Account Number 015-0000-253.20-00)

Gaining Account: PSST - Patrol Vehicle (Account Number 015-6122-421.50-02)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$75,600 FROM THE PUBLIC SAFETY SALES TAX FUND BALANCE TO PROVIDE ADDITIONAL FUNDING TO PURCHASE SIX (6) NEW POLICE VEHICLES.

- § 1. WHEREAS, the Public Safety Sales Tax was approved by voted on May 13, 2008, to be used to increase the number of police officers and firefighters and to construct two new fire stations; and
2. WHEREAS, Public Safety Sale Tax funds were budgeted in FYE 2011 to purchase vehicles for new recruits; and
- § 3. WHEREAS, six vehicles for new recruits were to be purchased during FYE 2011 with Public Safety Sales Tax money but only \$101,754 was included in the FYE 2011 Budget, which is only enough to purchase three vehicles; and
- § 4. WHEREAS, it is necessary to appropriate additional funding in order to purchase six vehicles.

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

- § 5. That the following appropriation be made for the reason stated above:

<u>Account Name</u>	<u>Losing Account</u>	<u>Gaining Account</u>	<u>Amount</u>
Service Equipment/Police Cars	015-0000-253.20-00	015-6122-421.50-02	\$75,600

PASSED AND ADOPTED this 14th day of September, 2010.

ATTEST:

Mayor

City Clerk





CITY COUNCIL AGENDA SEPTEMBER 14, 2010

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

Item No. 38

Text File Number: R-1011-35

Introduced: 8/31/2010 by Suzanne Krohmer

Current Status: Consent Docket

Version: 1

Matter Type: Resolution

Title

RESOLUTION NO. R-1011-35: A RESOLUTION OF COUNCIL OF THE CITY OF NORMAN, OKLAHOMA APPROPRIATING \$790 FROM THE ROOM TAX FUND BALANCE; \$84,945 FROM THE GENERAL FUND BALANCE; \$59,787 FROM THE CAPITAL FUND BALANCE; \$759 FROM NEW DEVELOPMENT EXCISE FUND BALANCE; \$95 FROM THE HALL PARK DEBT SERVICE FUND BALANCE; AND \$160 FROM THE DEBT SERVICE FUND BALANCE TO CLEAR NEGATIVE FYE 2010 EXPENDITURE BALANCES.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1011-35.

ACTION TAKEN: _____

Body

BACKGROUND: At the end of each fiscal year, the Finance Department posts all year-end accounting entries. In order to help with this process, some divisions' categories of expenses require a transfer to cover any negative balances. Oklahoma statutes require that each division be balanced at the object category of expenditures, which include: salaries and benefits; materials and supplies; services and maintenance; and capital equipment. City policy requires the City Manager's approval for transfers of funds between departments, from salary and benefit category accounts, and transfers from operating accounts to capital equipment accounts. The City Manager has already approved those needed year-end transfers. In some cases, however, some expense categories cannot be covered by other expenditure categories within the same fund and require an appropriation of fund balance. Oklahoma Statutes require that all appropriations of fund balance be approved by the City Council.

DISCUSSION: At fiscal year end (FYE) 2010 we have found several funds are lacking the needed funds within existing appropriations to cover expenses made during the year. These include the Transient Guest Room Tax Fund, the Emergency Communications Fund, the Capital Fund, the New Development Excise Fund, the Hall Park Debt Service Fund and the Debt Service Fund. There are multiple reasons as to why these funds had negative appropriations at fiscal year-end.

The increase in Room Tax collections from new hotels in Norman increased the amount of funds charged by the General Fund for the administration of the room tax (pursuant to adopted City budget policy, 3% of Room Tax collections are withheld for administrative

expenses). Because revenues were higher than projected, the management expense exceeded appropriations. The proposed \$784 in additional appropriation would be taken on a pro rata basis from the parks, tourism and arts portions of the Room Tax Fund Balance. An additional \$6 is needed to cover interfund transfers from the Room Tax Fund's park development fund balance reserve to the Westwood Fund to pay for debt service interest expense. This expense was higher than expected. A total appropriation of \$790 is requested in the Room Tax Fund.

The Emergency Communications Division has had several vacancies periodically throughout the year increasing the need for overtime. This overtime is also used to fill in gaps when employees use vacation and sick time. Overtime is paid at 1½ times the employee's salary, so savings from position vacancies did not cover the overtime cost. The Emergency Communications Fund is a special revenue fund that receives a fund "subsidy" from the General Fund; therefore, the ultimate source of this proposed \$84,945 appropriation is the General Fund. Expenses in the Emergency Communications Division for "regular" overtime and overtime related to holidays and special events were all over budget in FYE 10.

The Capital Fund is in need of an appropriation of fund balance to cover a negative balance of \$59,787 due primarily to a termination payout in the Salaries/Benefits category of expenditures. It is a common budget practice to not budget for employee termination payouts due to savings thru attrition and hiring of new employees at lower steps. Typically these expenses are negated.

The New Development Sewer Excise Fund is in need of an appropriation of Fund balance to cover a negative balance of \$759. This budget shortage is due to an increase in bank service charges.

The interest payments associated with the Hall Park debt service were higher than expected. This Fund needs an additional \$95 to cover the negative balance.

The over-budget condition in the General Debt Service Fund primarily relates to an increase in revenue bond charges. \$4 is needed to cover interfund transfers to the General Fund and \$156 is needed to cover revenue bond charges. A total appropriation of \$160 is requested in the Debt Service Fund.

STAFF RECOMMENDATION: Staff recommends the following appropriations from each fund balance be approved:

\$784 from Room Tax Fund Balance (account number 023-0000-253.20-00) to Management Cost Allocations (account number 023-3040-415.49-01) and \$6 from Room Tax Fund Balance (account number 023-0000-253.20-00) to Westwood Interfund Transfers (account number 023-3042-451.80-29) \$84,945 from General Fund Balance (account number 010-0000-253.20-00) to Emergency Communications Overtime (account number 024-6039-421.21-10)

\$59,787 from Capital Fund Balance (account number 050-0000-253.20-00) to Termination Payout (account number 050-5011-429.20-41)

\$759 from New Development Excise Fund Balance (account number 322-0000-253.00-00) to Bank Service Charges (account number 322-9382-432.47-50)

\$95 from Hall Park Debt Service Fund Balance (account number 074-0000-253.00-00) to Debt Service Interest - Special Assessment (account number 074-3090-415.73-02)

\$4 from Debt Service Fund Balance (account number 060-0000-253.20-00) to General Fund Interfund Transfer (account number 060-3050-491.80-10) and \$156 from Debt Service Fund Balance (account number 060-0000-253.20-00) to Charges - Revenue Bonds (account number 060-3050-470.72-02)

Resolution

R-1011-35

A RESOLUTION OF COUNCIL OF THE CITY OF NORMAN, OKLAHOMA APPROPRIATING \$790 FROM THE ROOM TAX FUND BALANCE; \$84,945 FROM THE GENERAL FUND BALANCE; \$59,787 FROM THE CAPITAL FUND BALANCE; \$759 FROM NEW DEVELOPMENT EXCISE FUND BALANCE; \$95 FROM THE HALL PARK DEBT SERVICE FUND BALANCE; AND \$160 FROM THE DEBT SERVICE FUND BALANCE TO CLEAR NEGATIVE FYE 2010 EXPENDITURE BALANCES.

- § 1. WHEREAS, At the end of FYE 2010, several accounts exceeded their budgetary balances and by law the City of Norman cannot overdraw expenditure accounts beyond budgetary balances; and
- § 2. WHEREAS, monies have been received in the subsequent Funds to cover the expenses and it is necessary to appropriate those revenues to expenditure accounts; and
- § 3. WHEREAS, the FYE 2010 Room Tax Fund cost allocations were budgeted based upon three percent room tax collections and room tax collections exceeded the expected amounts; therefore, cost allocation charges are higher than budgeted; and
- § 4. WHEREAS, the FYE 2010 Emergency Communications Fund was underfunded due to several vacancies throughout the year increasing the need for overtime; and
- § 5. WHEREAS, the FYE 2010 Capital Fund was underfunded due to a termination payout in the Salaries/Benefits category of expenditures; and
- § 6. WHEREAS, the FYE 2010 Nw Development Sewer Excise Fund has a negative balance due to an increase in bank service charges; and
- § 7. WHEREAS, the FYE 2010 Hall Park Debt Service Fund was underfunded due to higher than expected interest payments; and
- § 8. WHEREAS, the FYE 2010 Debt Service Fund was underfunded due to an increase in revenue bond charges and to cover Interfund transfers to the General Fund.

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

- § 9. That the following appropriations be made for the reasons as stated above.

<u>Account Name</u>	<u>Losing Account</u>	<u>Gaining Account</u>	<u>Amount</u>
Management Cost Allocations	023-0000-253.20-00	023-3040-415.49-01	\$ 784.00
Westwood Interfund Transfers	023-0000-253.20-00	023-3042-451.80-29	\$ 6.00
Salaries/Overtime – Emergency Comm	010-0000-253-20-00	024-6039.421.21-10	\$84,945.00
Salaries – Termination Payout	050-0000-253-20-00	050-5011-429.20-41	\$59,787.00
Misc. Services/Bank Service Charges	322-0000-253.20-00	322-9382-432.47-50	\$ 759.00
Debt Service/Interest – Special Assessment	074-0000-253.20-00	0743090-415.73-02	\$ 95.00
General Fund Interfund Transfer	060-0000-253.20-00	060-3050-491.80-10	\$ 4.00
Charges – Revenue Bonds	060-0000-253.20-00	060-3050-470.72-02	\$ 156.00

PASSED AND ADOPTED this 14th day of September, 2010.

Mayor

ATTEST:

City Clerk





**CITY COUNCIL AGENDA
SEPTEMBER 14, 2010**

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

Item No. 39

Text File Number: P-1011-2

Introduced: 8/31/2010

Current Status: Consent Item

Version: 1

Matter Type: Proclamation

Title

PROCLAMATION NO. P-1011-2: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SUNDAY, OCTOBER 10, 2010, AS CROP HUNGER WALK DAY IN THE CITY OF NORMAN.

ACTION NEEDED: Motion to acknowledge receipt of Proclamation No. P-1011-2 proclaiming Sunday, October 10, 2010, as CROP Hunger Walk Day in the City of Norman and direct the filing thereof.

ACTION TAKEN: _____

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SUNDAY, OCTOBER 4, 2009, AS CROP HUNGER WALK DAY IN THE CITY OF NORMAN.

- § 1. WHEREAS, at the end of World War II many people wanted to share our country's abundance with European war victims and Church World Service and CROP's first purpose was to gather wheat and other crops from America's farms for shipment to Europe; and
- § 2. WHEREAS, today, locally-organized, Church World Service-sponsored CROP Walks are an important part of community life for more than 2,000 towns and cities in the United States bringing together people of different faiths and diverse cultures; and
- § 3. WHEREAS, each year CROP Walks help more than 3,200 local food pantries, food banks, and meal sites in the United States provide food to neighbors in need including Norman's Food and Shelter for Friends and hungry people in over 80 countries; and
- § 4. WHEREAS, the Annual Norman CROP Walk has been part of our community for over 20 years and takes place this year on October 10, 2010, to help our community become aware of and concerned about hunger and its causes; and
- § 5. WHEREAS, the Cleveland County CROP Walk will raise funds to help stop hunger both locally and globally, and has raised over \$115,000 in the past 10 years.
- § 6. WHEREAS, the song "Raise Your Voice" by Oklahoma singer/songwriter, K.C. Clifford, was chosen as the international anthem for 2010 CROP Walks by Church World Service, after serving as the soundtrack for last year's Cleveland County CROP Walk video by Norman artist Hilary Kane.

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

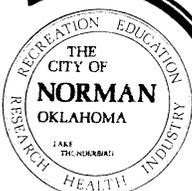
- § 7. Do hereby proclaim Sunday, October 10, 2010, as CROP Hunger Walk Day in the City of Norman and urge all citizens to support this walk.

PASSED AND APPROVED this 14th day of September, 2010.

Mayor

ATTEST:

City Clerk





**CITY COUNCIL AGENDA
SEPTEMBER 14, 2010**

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

Item No. 40

Text File Number: P-1011-4

Introduced: 9/8/2010

Current Status: Consent Item

Version: 1

Matter Type: Proclamation

Title

PROCLAMATION NO. P-1011-4: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SEPTEMBER 17 THROUGH 23, 2010, AS CONSTITUTION WEEK IN THE CITY OF NORMAN.

ACTION NEEDED: Motion to acknowledge receipt of Proclamation No. P-1011-4 proclaiming September 17 through 23, 2010, as Constitution Week in the City of Norman and direct the filing thereof.

ACTION TAKEN: _____

Resolution

P-1011-4

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SEPTEMBER 17 THROUGH 23, 2010, AS CONSTITUTION WEEK IN THE CITY OF NORMAN.

- § 1. WHEREAS, September 17, 2010, marks the two hundred twenty-third anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and
- § 2. WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.
- § 3. WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary and to the patriotic celebrations which shall commemorate the occasion; and

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

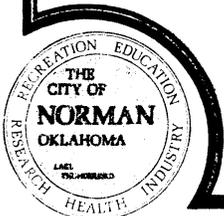
- § 4. Do hereby proclaim September 17 through 23, 2010, as Constitution Week and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

PASSED AND APPROVED this 14th day of September, 2010.

Mayor

ATTEST:

City Clerk





CITY COUNCIL AGENDA SEPTEMBER 14, 2010

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

Item No. 41

Text File Number: P-1011-5

Introduced: 9/8/2010

Current Status: Consent Item

Version: 1

Matter Type: Proclamation

Title

PROCLAMATION NO. P-1011-5: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE SEPTEMBER 20 THROUGH 24, 2010, AS SENIOR ADULT DAY SERVICES WEEK IN THE CITY OF NORMAN.

ACTION NEEDED: Motion to acknowledge receipt of Proclamation No. P-1011-5 proclaiming September 20 through 24, 2010, as Senior Adult Day Services Week in the City of Norman and direct the filing thereof.

ACTION TAKEN: _____

A PROCLAMATION OF THE MAYOR OF THE CITY OF
NORMAN, OKLAHOMA, PROCLAIMING SEPTEMBER 20
THROUGH 24, 2010, AS SENIOR ADULT DAY SERVICES
WEEK IN THE CITY OF NORMAN.

- § 1. WHEREAS, Full Circle Senior Adult Day Center in Norman, Oklahoma, is a not-for-profit organization with a 13 year tradition of providing care and services to older adults; and
- § 2. WHEREAS, the seniors who Full Circle Senior Adult Day Care Center serve are treasures in our community who deserve to be honored and respected; and
- § 3. WHEREAS, Full Circle Senior Adult Day Care Center is an organization committed to offering much needed information and assistance to individuals and organizations throughout our community; and
- § 4. WHEREAS, Full Circle Senior Adult Day Care Center is one of thousands of not-for-profit adult day centers activities as part of Senior Adult Day Services Week to honor their community's older adults.

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

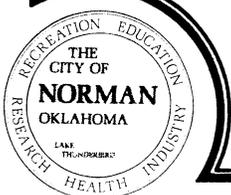
- § 5. Do hereby proclaim September 20 through 24, 2010, as Senior Adult Day Services Week and urge the citizens of Norman to honor Full Circle Senior Adult Day Center and the elderly they serve.

PASSED AND APPROVED this 14th day of September, 2010.

Mayor

ATTEST:

City Clerk





CITY COUNCIL AGENDA SEPTEMBER 14, 2010

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

Item No. 42

Text File Number: K-1011-75

Introduced: 9/9/2010 by Kathryn Walker

Current Status: Non-Consent Items

Version: 2

Matter Type: Contract

Title

CONTRACT NO. K-1011-75: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN TAX INCREMENT FINANCE AUTHORITY; UNIVERSITY NORTH PARK, LLC; UNIVERSITY TOWN CENTER, LLC; NORMAN ECONOMIC DEVELOPMENT COALITION; AND THE UNIVERSITY OF OKLAHOMA FOUNDATION, INC., FOR THE UNIVERSITY NORTH PARK ECONOMIC DEVELOPMENT AGREEMENT.

ACTION NEEDED: Acting as the City Council and the Norman Tax Increment Finance Authority, motion to approve or reject Contract No. K-1011-75 with University North Park, LLC, University Town Center, LLC; Norman Economic Development Coalition; and University of Oklahoma Foundation, Inc., the University North Park Economic Development Agreement; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Body

Council met on August 10, 2010, and September 7, 2010, to discuss the Economic Development component of the University North Park Tax Increment Finance (UNP TIF) District. Council specifically discussed the proposed Economic Development Agreement (K-1011-75) to establish a framework by which future economic development activities by NEDC in the UNP TIF will occur. More detailed information can be found in the attached memorandum.



DATE: September 8, 2010

TO: Honorable Mayor and Council Members
Honorable Trustees of the Norman Tax Increment Finance Authority

THROUGH: Jeff H. Bryant, City Attorney
FROM: Kathryn L. Walker, Assistant City Attorney II

RE: AGENDA ITEM – University North Park TIF – Economic
Development Agreement – Contract No. K-1011-75;

Resolution R-1011- 39 – Concurring in NEDC land purchase and
providing UNP TIF ED Revenue as credit enhancement;

Resolutions R-1011-40 & R-1011-41 – City and NTIFA Authorization
of Indebtedness for UNP Economic Development purposes consistent
with specified parameters.

Background

Council approved the University North Park TIF Project Plan on May 23, 2006. The Project Plan called for Traffic and Roadway Improvements, a Hotel Conference Center, a retail-based Lifestyle Center, Legacy Park, and an Economic Development component that would foster special employment opportunities in Norman. The land area that includes the UNP TIF Project boundary was designated by the Oklahoma Department of Commerce in 1992 as an Enterprise Zone. By virtue of the Enterprise Zone designation, the UNP TIF Project qualified for a Tax Increment Financing District under the Local Development Act.

While the Lifestyle Center was not scheduled to occur until 2016 under the Project Plan, significant progress on other components of the UNP TIF have occurred, including: the opening of the Embassy Suites Hotel / Conference Center; development of a supporting retail center on the west side of 24th Avenue; final design of Legacy Park; traffic and roadway improvements that include four intersections, interstate drive improvements, and construction of the Rock Creek Overpass of I-35.

The Economic Development component of the UNP TIF outlined in the Project Plan provides for \$8.25 million in funding to foster special employment opportunities. The Master Development Agreement further refined this focus by identifying sixty (60) acres of land that could be purchased by the Norman Economic Development Coalition at discounted prices in an effort to provide some incentive tools for courting future employers of new employees to Norman that meet the criteria of the Oklahoma Quality Jobs Act. Under the Master Development Agreement another forty (40) acres at market prices is also available for the same purpose.

A final plat was approved by City Council in April of 2008 for the development of the University North Park Corporate Center consisting of twenty-eight (28) acres of land that would provide for six lots for development of high quality office space to be

office memorandum

utilized by future employers. A revised Final Plat for the University North Park Corporate Center was approved by City Council in June 2010 that increased the size of the development to thirty (30) acres.

The City Council approved Development Agreement No. 4 in September of 2008 and, acting as the Norman Tax Increment Finance Authority, approved a Tax Increment Revenue Note of up to \$14,560,000 in June, 2009. When the Revenue Note was approved, a portion of the UNP TIF Revenue Stream was specifically identified and reserved to support UNP TIF Economic Development efforts. Ten percent (10%) of the UNP Retail Sales Tax apportionment, 50% of the ad valorem revenues from property acquired by NEDC, and any approved Economic Development Sales Tax Increment (an additional apportionment of sales tax tied to New Quality Jobs payrolls upon Council approval) were all excluded from the pledge supporting the Revenue Note in order to provide a revenue stream to implement future Economic Development portions of the Project Plan.

The items coming before City Council now are steps toward implementing the Economic Development portion of the UNP Project Plan, utilizing the UNP Economic Development Revenue Stream. The first item is the UNP TIF Economic Development Agreement that provides the structure by which future economic development activities by NEDC in the UNP TIF will occur. The second item focuses on the purchase by NEDC from UNP, LLC (a wholly owned subsidiary of the OU Foundation) of the thirty (30) acres that has been platted as the University North Park Corporate Center, utilizing a portion of the UNP TIF economic development revenue stream as a credit enhancement to allow the loan to be commercially acceptable. This credit enhancement pledge of an estimated \$800,000 only involves accumulated revenues and revenues that are projected to accumulate during the current fiscal year, and does not require an authorization to issue indebtedness.

The third and fourth items relate to providing authorizations to issue indebtedness by the City and the Norman Tax Increment Finance Authority (NTIFA), to allow the borrowing of up to \$16.5 million using the UNP TIF economic development revenue stream as the source of payment or collateralization. This authorization will allow steps to be taken to ensure flexibility to move quickly provided an appropriate project involving a qualified employer is presented to NEDC and ultimately the NTIFA. Although the debt limits and parameters are identified in the Resolution, no draws on this debt authorization will occur and no Economic Development Sales Tax increments will be provided until the NTIFA has reviewed and approved a specific project that it feels meets the goals of the Economic Development portion of the UNP Project Plan.

A Council subcommittee has been updated several times since November 2009 regarding progress toward the purchase by NEDC of the thirty (30) acre tract. Council was updated at the Council Conference held August 10, 2010 of the structure of and the City's role in providing credit enhancement for the purchase. Following that direction, Council was again updated at a Study Session held September 7, 2010, of the proposed purchase and the documents to be presented to City Council for consideration at this time.

Discussion

UNP Economic Development Agreement. The purpose of the proposed University North Park Economic Development Agreement is to implement the economic development provisions of the Norman University North Park Project Plan, the Master Operating and Development Agreement, and Development Agreement No. 4 in order to provide and foster quality employment opportunities by attracting, expanding, and retaining enterprises deemed desirable to the future of Norman.

The proposed University North Park Economic Development Agreement will have as parties the Norman Economic Development Coalition, an Oklahoma not-for-profit corporation (NEDC), the City of Norman, the Norman Tax Increment Finance Authority, University North Park, LLC, University Town Center, LLC, and University of Oklahoma Foundation, Inc.

The proposed University North Park Economic Development Agreement will provide a framework and effective implementation mechanism for individual economic development agreements with businesses locating in University North Park. NEDC will be responsible for carrying out the economic development activities authorized by the Project Plan. NEDC will enter into development agreements with business enterprises deemed appropriate and desirable to achieve the objectives of the Project Plan and to attract, nourish, and sustain quality employment opportunities in University North Park that benefit the City of Norman. NEDC will:

1. Enter into development agreements in accordance with the provisions of the Project Plan, the University North Park Economic Development Agreement, and the provisions of the Oklahoma Local Development Act;
2. Acquire and develop properties in accordance with the provisions of the University North Park Economic Development Agreement;
3. Enter into necessary and appropriate financing agreements to carry out its responsibilities utilizing pledged economic development tax increment revenues and state local government matching payments pursuant to the Oklahoma Local Development and Enterprise Zone Incentive Leverage Act, if any; and
4. Provide quarterly and annual reports to the City of Norman and the other parties to the University North Park Economic Development Agreement regarding the performance of its obligations.

In support of the economic development activities, the City of Norman will:

1. Authorize the expenditure of economic development project costs by NEDC in an amount not to exceed \$8,250,000, consistent with the Project Plan;
2. Implement the Economic Development Sales Tax Increment provisions of the Project Plan when New Quality Jobs are recruited to the UNP TIF Project;
3. Authorize the issuance of indebtedness by the Norman Tax Increment Finance Authority in an amount not to exceed \$8,250,000 in tax apportionment debt, and

up to \$8,250,000 in other indebtedness, totaling \$16,500,000 in combined debt (the non tax apportionment debt in the amount of \$8,250,000 contemplates debt incurred for project costs to be repaid out of matching funds and other development revenues; it does not contemplate placing any additional liability upon the City, and is a limited revenue obligation); and

4. Approve and submit, where appropriate, applications for state local government matching funds pursuant to the Oklahoma Local Development and Enterprise Zone Incentive Leverage Act.

University North Park will transfer and convey property from time to time to NEDC in order to carry out the economic development provisions of the Project Plan and the University North Park Economic Development Agreement. The property transfer provisions contained in prior agreements are incorporated into the University North Park Economic Development Agreement.

University Town Center and the University of Oklahoma Foundation will cooperate and support the implementation activities of NEDC in carrying out the provisions and achieving the objectives of the University North Park Economic Development Agreement. The Norman Tax Increment Finance Authority, pursuant to authorization and direction by the City, will pledge and pay to NEDC the tax increments available to pay economic development project costs, which consist of an estimated ten percent (10%) of the Retail Sales Tax Increment (it being understood that an estimated fifty percent (50%) is allocated to other project costs and an estimated forty percent (40%) is allocated to the City), the ad valorem tax increment generated by the economic development tract (*i.e.*, the properties acquired by NEDC), and one hundred percent (100%) of the Economic Development Sales Tax Increment.

The UNP Economic Development Agreement provides a framework and empowerments that will allow NEDC to act quickly and responsibly when recruiting a potential employer that will bring new Quality Jobs to Norman consistent with the goals of this component of the UNP TIF Project. Under the Agreement, NEDC will need to negotiate agreements with potential users that will ultimately need to be approved by NTIFA for implementation. The proposed UNP Economic Development Agreement blends a valuable set of state authorizations with local, creative project implementation.

Resolution No. R-1011-39 – Concurring in NEDC land purchase and providing UNP TIF ED Revenue as credit enhancement. With approval of the UNP Economic Development Agreement, the first action in accordance with the Agreement is to use accumulated UNP TIF Economic Development Revenues to assist the Norman Economic Development Coalition (NEDC) with the purchase of the first UNP Economic Development tract from the UNP, LLC. As described above, the platted thirty (30) acre tract that is the University North Park Corporate Center will be the first parcel of economic development land purchased in the TIF in accordance with the Project Plan and the Master Development Agreement. The Land is being purchased for the discounted price of \$1.25 per square foot or \$1,633,500. Purchasing this land at a discounted price will give NEDC a valuable tool as it works toward providing incentives to attract potential new Quality Jobs employers to the UNP TIF District.

The Purchase and Sale Agreement was originally negotiated between NEDC and UNP, LLC in September of 2008. Although NEDC felt fairly confident with one lot sale in the project, the second lot sale to make the project economically feasible did not materialize after the nationwide economic downturn in 2008. There have been a series of extensions granted for the Purchase and Sale Agreement with the latest extension due to expire on September 30, 2010.

Even though the second lot sale has not materialized, Republic Bank of Norman has offered to extend financing to NEDC to make the land purchase. The term sheet for the loan has been previously provided to Council, but essentially involves a three year loan, at a 6% rate. Payments will be interest only, with the full principal of the loan due at the end of the term. An advance on the infrastructure costs will require two lot sales. Republic Bank, although coordinating the transaction, would also like to offer participation to other local banking institutions in both the land purchase loan as well as the infrastructure loan when progress toward that work becomes timely.

Because NEDC does not have an independent revenue stream to pledge to securitize this land acquisition and land development loan, the City and the NTIFA have been asked to provide a pledge of the UNP TIF Economic Development Revenue Stream as a credit enhancement for the loan. The pledge will be for an estimated \$800,000. This amount represents UNP TIF ED Revenues that have accumulated since the first financing in June of 2009 and UNP TIF ED Revenues that are anticipated to accumulate during the current fiscal year ending June 30, 2011. Because the pledge consists of accumulated revenues or those that will accumulate during the current fiscal year, this pledge would not be classified as a debt financing. Pledged revenues may be used to make semi-annual interest payments or credited toward loan principal repayment should NEDC not be able to achieve the anticipated two lot sales or develop the property over the next three years. As noted by the NEDC Executive Director at the Council Study Session on September 7th, it is the intent of NEDC to move the project forward quickly and have the project stand on its own, without a need to use UNP TIF ED Revenues for interest payments. Should interest or principal payments be necessary from pledged UNP TIF ED Revenues, then NEDC intends to reimburse these costs, unless the City agrees otherwise at a later date.

Resolution No. R-0111-39 concurs in the NEDC land purchase from the UNP, LLC, and authorizes the pledge of accumulated UNP TIF ED Revenues and UNP TIF ED Revenues to be accumulated during this fiscal year, but not to exceed \$800,000. An account control agreement for these funds, similar to the one executed with the Bank of Oklahoma in the 2009 Revenue Note will be prepared for either Republic Bank or a separate Trustee Bank. The City Manager, upon advice of the City Attorney, will be authorized to execute the account control agreement and other implementing documents, as needed.

Resolutions R-0111-40 & R-0111-41 – City and NTIFA Authorization of Indebtedness for UNP Economic Development purposes consistent with specified parameters. As discussed in the City Council Study Session on September 7, 2010, the Economic Development Agreement contemplates a debt authorization consistent with the Project Plan, Master Development Agreement, and Development Agreement No. 4. The maximum debt that can be authorized under the Project Plan using UNP TIF ED Revenues as a repayment source is \$8.25 million.

The revenue streams identified in the documents to repay such a debt include: (a) an estimated 10% of the UNP TIF Retail Sales Tax Increment (understanding that an estimated 50% goes to fund other Project Costs and an estimated 40% goes to the City's General Fund); (b) the UNP TIF *ad valorem* Increment from land acquired by NEDC (understanding that 50% goes to the taxing entities, and 50% goes to economic development project costs); and (c) 100% of any approved Economic Development Sales Tax Increment (that portion of additional sales taxes generated by the creation of new Quality Jobs in the District, as approved by the City Council). Since NEDC has yet to acquire any land in the UNP TIF District that has been placed on property tax rolls, there has been no *ad valorem* revenue stream generated in this category. Since new Quality Jobs in the District are yet to be created, no Economic Development Sales Tax Increment has been generated. However, the estimated 10% of the UNP TIF Retail Sales Tax Increment is identifiable and is currently accumulating at about \$31,500 per month.

Identification of reliable revenue streams to support a commercially reasonable loan is critical to any UNP TIF-based debt financing. If the revenue stream does not support the loan, then the loan will not be made. This is mentioned to assure Council that, although Resolutions R-0111-40 and R-0111-41 seek authorization to allow debt financing, this authorization is only a step in the process that will allow NEDC to act quickly to recruit a new Quality Jobs employer *provided the revenue streams support a financing* that may be needed to provide an incentive to the employer. The potential incentive may take on a variety of forms depending on the needs and interests of the potential employer and will not be solidified until NTIFA approval of a separate economic development agreement with NEDC, the City, and the potential employer has been achieved.

NEDC has reported its efforts to attract a new Quality Jobs employer to the UNP TIF Project include a privately held local company that has been in business for over 40 years and provides training services worldwide. Forty (40) employees are currently employed at their existing Norman location at an average annual salary of \$50,000 plus benefits. The company is considering constructing a 50,000 square foot facility that will serve as a training/classroom facility with executive offices. Additionally they plan to relocate any company acquisitions to this new Norman facility. They anticipate closing on the UNPCC site by the end of 2010 and will submit a letter of intent by the end of this month. Having this company locate in the University North Park Corporate Center would solidify their base in Norman thereby retaining the existing jobs with the prospect of job creation long term.

The second prospect is a national retailer that has conducted a nationwide search for a community to relocate their corporate support operations such as accounting, human resources, purchasing, and marketing. They are seeking a central U.S. location that can provide the necessary workforce with an affordable cost of doing business. The company is considering the construction of a corporately-owned facility in the University North Park Corporate Center for 600 employees with an average annual salary of \$50,000 plus benefits. The initial community search started with 48 communities, and over time Norman was recently reported as one of the top two finalists. The company anticipates making a final site selection by the end of September 2010. If Norman is chosen, then approximately 600 new jobs will be created yielding new payrolls to the community in excess of \$30 million per year. Both of these two prospects reported by NEDC would fit the criteria of the State

Quality Jobs program and the goal of the Economic Development component of the UNP TIF Project Plan. The Council/NTIFA could consider separate Development Agreements with one or both potential employer to effectuate some or all of the incentives contemplated in these Resolutions.

The Resolutions also authorize non tax apportionment debt in the amount of \$8,250,000. This provision contemplates debt incurred for project costs to be repaid out of matching funds and other development revenues. It is a limited revenue obligation and does not place any additional liability upon the City. This provision recognizes that there may be an identifiable revenue stream from land sales, lease revenues, or matching state funds upon which a financing may be based, provided a lending institution is comfortable with the identified revenue stream.

Matching funds, if any, provided by the State pursuant to the Oklahoma Local Development and Enterprise Zone Incentive Leverage Act, 62 O.S. §840, *et seq.* (Leverage Act), and proceeds from the sale and/or lease of land by NEDC to prospective employers locating within the Economic Development Tract would be pledged to repay this \$8,250,000. The matching funds, if any, will be pursuant to the Leverage Act. The Leverage Act allows the State to match local sales tax increments used to pay project costs in a project established by a city, town, or county in an enterprise zone pursuant to the Local Development Act. Application of the Leverage Act is narrowly tailored and would apply only to the non-retail economic development activities, such that the only sales tax increments that may qualify for matching would be the Economic Development Sales Tax Increment. State participation must be revenue neutral to the State, so the calculated benefits must be new to the State to be considered for matching payments.

The authorization for the debt financing sets important parameters. First the maximum UNP TIF Funded debt is \$8.25 million, consistent with the Project Plan. In addition, another \$8.25 million dollars is authorized to be repaid from non tax apportioned revenue stream, as noted above. This sets the maximum amount of debt that can be authorized, provided a sufficient revenue stream can be identified to ensure a potential lender is willing to make the loan. The maximum interest rate authorized under the Resolutions is eight percent (8%) per annum. The maximum time period for which this authorization is effective is through the end of the current fiscal year (June 30, 2011) at which time it would be subject to reauthorization. Any actual draws on this authorization will require the identification of a lender, solidifying the revenue stream to be pledged to secure and repay a particular note, and NTIFA approval of a separate development agreement that will outline the responsibilities of the potential future employer in the NEDC Corporate Center or other later acquired ED Property.

Recommendation

It is recommended that the attached Economic Development Agreement and Resolution R-0111-39 concurring in the NEDC loan for land purchase and authorizing the pledge of UNP TIF ED Revenues to provide credit enhancement for that loan be approved.

In addition, it is recommended that Resolution R-0111-40 by the City and Resolution R-0011-41 by the NTIFA be approved authorizing up to \$16.5 million in debt issuance, assuming the parameters in the authorization are met, including identifying a revenue stream,

identifying a lender, and achieving NTIFA approval of a separate development agreement between NEDC and an potential employer, prior to a draw on the authorization.

This debt authorization will move NEDC and the City closer to being able to utilize employer recruitment tools contemplated by the UNP TIF Project Plan, while still requiring Council approval of an agreement with each individual user that seeks to bring Quality Jobs to Norman. The acquisition of the land in the NEDC Corporate Center and the first step in utilizing the UNP Project Plan Economic Development component will demonstrate the City's commitment to that portion of the Project Plan. This commitment is expected to assist NEDC in its New Quality Job employer recruitment efforts. The Staff, representative of NEDC, representative of banking institution assisting in this effort, and special legal Counsel will be available at the meeting if you have additional questions or concerns.

Reviewed by: Steve Lewis, City Manager
Anthony Francisco, Finance Director
Don Wood, Executive Director of NEDC
Allan Brooks / Nate Ellis, Special Counsel
Dan Bachelor / Emily Pomeroy, Special Counsel

EXECUTIVE SUMMARY OF
THE PROPOSED UNIVERSITY NORTH PARK
ECONOMIC DEVELOPMENT AGREEMENT

PURPOSE OF THE AGREEMENT

The purpose of the proposed University North Park Economic Development Agreement is to implement the economic development provisions of the Norman University North Park Project Plan, the Master Operating and Development Agreement, and Development Agreement No. 4 in order to provide and foster quality employment opportunities by attracting, expanding, and retaining enterprises deemed desirable to the future of Norman. Quality employment opportunities are essential to the quality of the community.

The proposed University North Park Economic Development Agreement will have as parties the Norman Economic Development Coalition, an Oklahoma not-for-profit corporation (NEDC), the City of Norman, the Norman Tax Increment Finance Authority, University North Park, LLC, University Town Center, LLC, and University of Oklahoma Foundation, Inc.

The proposed University North Park Economic Development Agreement will provide a framework and effective implementation mechanism for individual economic development agreements with businesses locating in University North Park. The University North Park Economic Development Agreement will authorize the following:

RESPONSIBILITIES OF NEDC

NEDC will be responsible for carrying out the economic development activities authorized by the Project Plan. NEDC will enter into development agreements with business enterprises deemed appropriate and desirable to achieve the objectives of the Project Plan and to attract, nourish, and sustain quality employment opportunities in University North Park that benefit the City of Norman. NEDC will:

1. Enter into development agreements in accordance with the provisions of the Project Plan, the University North Park Economic Development Agreement, and the provisions of the Oklahoma Local Development Act;
2. Acquire and develop properties in accordance with the provisions of the University North Park Economic Development Agreement;
3. Enter into necessary and appropriate financing agreements to carry out its responsibilities utilizing pledged economic development tax increment revenues and state local government matching payments pursuant to the Oklahoma Local Development and Enterprise Zone Incentive Leverage Act, if any; and

4. Provide quarterly and annual reports to the City of Norman and the other parties to the University North Park Economic Development Agreement regarding the performance of its obligations.

RESPONSIBILITIES OF THE CITY

In support of the economic development activities, the City of Norman will:

1. Authorize the expenditure of economic development project costs by NEDC in an amount not to exceed \$8,250,000, consistent with the Project Plan;
2. Implement the economic development sales tax provisions of the Project Plan;
3. Authorize debt by the Norman Tax Increment Finance Authority in the amount of \$8,250,000 in tax apportionment debt, \$8,250,000 in other debt, totaling \$16,500,000 in combined debt; and
4. Approve and submit, where appropriate, applications for state local government matching funds pursuant to the Oklahoma Local Development and Enterprise Zone Incentive Leverage Act.

The non tax apportionment debt in the amount of \$8,250,000 contemplates debt incurred for project costs to be repaid out of matching funds and other development revenues. It does not place any additional liability upon the City, and is a limited revenue obligation.

RESPONSIBILITIES OF UNIVERSITY NORTH PARK

University North Park will transfer and convey property from time to time to NEDC in order to carry out the economic development provisions of the Project Plan and the University North Park Economic Development Agreement. The property transfer provisions contained in prior agreements will be incorporated into the University North Park Economic Development Agreement.

RESPONSIBILITIES OF OTHER PARTIES

University Town Center and the University of Oklahoma Foundation will cooperate and support the implementation activities of NEDC in carrying out the provisions and achieving the objectives of the University North Park Economic Development Agreement. The Norman Tax Increment Finance Authority, pursuant to authorization and direction by the City, will pledge and pay to NEDC the tax increments available to pay economic development project costs, which consist of ten percent (10%) of the retail sales tax increment (it being understood that fifty percent (50%) is allocated to other project costs and forty percent (40%) is allocated to the City), the ad valorem tax increment generated by the economic development tract (*i.e.*, the properties

acquired by NEDC), and one hundred percent (100%) of the economic development sales tax increment.

CONCLUSION

The provisions of the Project Plan authorizing the implementation of economic development activities in order to strengthen and enhance the quality of life in the City of Norman offer a unique potential during a time of national, state, and local economic stress. These empowerments present an opportunity to obtain a beneficial long-term impact at the time when an affirmative response to economic stress is most needed. The proposed University North Park Economic Development Agreement blends a valuable set of state authorizations with local, creative project implementation.

Successful implementation of the proposed University North Park Economic Development Agreement will act as a positive stimulus for other developments in University North Park. It will stimulate the attraction of residential development, mixed use development, and other supporting retail establishments to the project area. Taken in combination, the presence of substantial employment opportunities in this area will provide additional support for quality development throughout the project.

UNIVERSITY NORTH PARK
ECONOMIC DEVELOPMENT AGREEMENT

**PROVIDING FINANCING COMMITMENTS AND APPROVALS FOR
THE ECONOMIC DEVELOPMENT COMPONENT
OF THE NORMAN UNIVERSITY NORTH PARK PROJECT**

BY AND AMONG

THE CITY OF NORMAN, OKLAHOMA

AND

NORMAN TAX INCREMENT FINANCE AUTHORITY

AND

UNIVERSITY NORTH PARK, LLC

AND

UNIVERSITY TOWN CENTER, LLC

AND

NORMAN ECONOMIC DEVELOPMENT COALITION

AND

UNIVERSITY OF OKLAHOMA FOUNDATION, INC.

DATED AS OF _____, 2010.

UNIVERSITY NORTH PARK
ECONOMIC DEVELOPMENT AGREEMENT

**PROVIDING FINANCING COMMITMENTS AND APPROVALS FOR
THE ECONOMIC DEVELOPMENT COMPONENT
OF THE NORMAN UNIVERSITY NORTH PARK PROJECT**

THIS UNIVERSITY NORTH PARK ECONOMIC DEVELOPMENT AGREEMENT PROVIDING FINANCING COMMITMENTS AND APPROVALS FOR THE ECONOMIC DEVELOPMENT COMPONENT OF THE NORMAN UNIVERSITY NORTH PARK PROJECT (the "Agreement") is made on or as of the ____ day of _____, 2010, by and between **THE CITY OF NORMAN**, an Oklahoma municipal corporation (the "City"), the **NORMAN TAX INCREMENT FINANCE AUTHORITY**, an Oklahoma public trust (the "Authority"), **UNIVERSITY NORTH PARK, LLC**, an Oklahoma limited liability company ("UNP"), which is a wholly-owned subsidiary of the OU Foundation (as defined herein), **UNIVERSITY TOWN CENTER, LLC**, an Oklahoma limited liability company (the "Developer"), **NORMAN ECONOMIC DEVELOPMENT COALITION**, an Oklahoma not-for-profit corporation ("NEDC"), and the **UNIVERSITY OF OKLAHOMA FOUNDATION, INC.**, an Oklahoma not-for-profit corporation (the "OU Foundation"), which are collectively herein referred to as "Parties."

WITNESSETH:

WHEREAS, the City, by Ordinance No. O-0506-66, adopted May 23, 2006, as amended by Ordinance No. O-0809-8, adopted August 26, 2008 (the "TIF Ordinance"), pursuant to the Oklahoma Local Development Act, Title 62, Oklahoma Statutes, Section 851, *et seq.*, adopted and approved the Norman University North Park Project Plan, as amended (the "Project Plan") and the project therein described (the "Project"); and

WHEREAS, the Project supports achievement of the City's economic development and redevelopment objectives for the Project area, including reversal of urban stagnation, creation of a catalyst for expanding employment, attraction of major investment, preservation and enhancement of the tax base, and facilitation of investment, development and economic growth otherwise difficult, unlikely or impossible without the Project; and

WHEREAS, the City, as authorized in the Project Plan, has designated NEDC to undertake the financing for construction and development in support of the economic development activities and objectives of the Project; and

WHEREAS, the City, UNP, and the Developer have heretofore entered into the Master Agreement (as hereinafter defined), for the purpose of providing a framework for the development of University North Park (as hereinafter defined); and

WHEREAS, the Parties have heretofore entered into Development Agreement #4 (as hereinafter defined), for the purpose implementing certain of the economic development objectives of the Project in University North Park; and

WHEREAS, in accordance with the Project Plan, the Master Agreement, and Development Agreement #4, UNP has agreed to make available to the City acting through NEDC up to one hundred (100) acres in the northern half of the Increment District for economic development, with up to sixty (60) of those acres being offered for purchase at reduced acquisition cost, all in furtherance of attracting quality jobs and quality employers to the City as provided under the Local Development Act; and

WHEREAS, UNP and NEDC have entered into a separate Purchase and Sale Agreement (as hereinafter defined) that provides for the terms of the purchase of the Initial Economic Development Tract (as hereinafter defined) by NEDC from UNP, such tract constituting a portion of the sixty (60) acre Economic Development Tract (as hereinafter defined) described above; and

WHEREAS, accelerating the rate of development of the north half of the Project area to make available the Economic Development Tract for development by NEDC to attract or retain quality jobs in the City of Norman by bringing in new employers or retaining current employers who, due to expansion, may not be able to remain or expand in Norman, is consistent with the Project Plan and the Local Development Act; and

WHEREAS, in accordance with the provisions of the Project Plan, the City has authorized \$8,250,000 in Economic Development Project Costs (as hereinafter defined) to provide financing for the implementation of the quality economic development objectives of the Project; and

WHEREAS, pursuant to this Agreement, the Parties will undertake additional commitments to facilitate the implementation of the quality economic development objectives of the Project in University North Park; and

WHEREAS, it is appropriate, desirable, and in the public interest to approve this Agreement in order to enhance economic development in furtherance of the Project Plan.

NOW THEREFORE in consideration of the premises and mutual obligations of the Parties hereto, each of them does hereby covenant and agree with the others as follows:

ARTICLE I. NATURE OF THE AGREEMENT

SECTION 1.1. DEFINED TERMS. In this Agreement, capitalized terms, words, and designations shall have the same meaning as defined in the TIF Ordinance, the Project Plan, and the Master Agreement. Some of those definitions and certain definitions applicable to this Agreement include the following:

“Ad Valorem Tax Increment” shall mean that portion of the incremental ad valorem tax revenue generated from the Economic Development Tract in the Increment District and available for Economic Development Project Costs pursuant to the Project Plan.

“Authority” shall mean the Norman Tax Increment Finance Authority, a public trust having the City as beneficiary thereof.

“City” shall mean The City of Norman, Oklahoma, an Oklahoma municipal corporation, acting by and through its City Council.

“Developer” shall mean University Town Center, LLC, an Oklahoma limited liability company.

“Development Agreement” shall mean one or more separate development agreements describing the specific terms on which each component of the Project will be implemented and financed.

“Economic Development Project Costs” shall mean those costs associated with economic development opportunities as described in Section IX A.4. of the Project Plan, including any principal, interest, and financing costs associated with the issuance of debt obligations.

“Economic Development Sales Tax Factor” shall mean (i) thirty percent (30%) (the estimated portion of payrolls spent on transactions subject to sales tax) times (ii) 2.5 (the economic impact factor), and the product of (i) and (ii) multiplied by (iii) thirty-five percent (35%) (which is deemed to be the projected effective benefit rate).

“Economic Development Sales Tax Increment” shall mean the product of (i) New Quality Jobs Payroll in the Increment District during the fiscal year and (ii) the Economic Development Sales Tax Factor, multiplied by (iii) the Non-Dedicated Sales Tax Rate.

“Economic Development Tract” shall mean that certain real property consisting of sixty (60) acres located in the portion of University North Park north of Rock Creek Road, acquired or to be acquired pursuant to the NEDC Development Agreement.

“Increment District” shall mean Increment District No. 2, City of Norman, created pursuant to the TIF Ordinance and the Local Development Act, generally comprised of the University North Park area.

“Initial Economic Development Tract” shall mean that certain real property consisting of thirty (30) acres that is a portion of the Economic Development Tract, acquired by NEDC pursuant to the Purchase and Sale Agreement and the NEDC Development Agreement.

“Local Development Act” shall mean the Oklahoma Local Development Act, Title 62, Oklahoma Statutes, Section 850, *et seq.* as amended.

“Master Agreement” shall mean the Master Operating and Development Agreement dated as of August 22, 2006, and entered into by and among the City, UNP, and the Developer.

“NEDC” shall mean the Norman Economic Development Coalition, an Oklahoma not-for-profit corporation.

“NEDC Development Agreement” shall mean the terms of the document attached hereto as Exhibit A.

“New Quality Jobs Payroll” shall mean the aggregate payroll, for each fiscal year, for qualifying employment in the Increment District as determined by the City. The New Quality Jobs Payroll shall include all employment created within the Increment District meeting the requirements of Title 68 Oklahoma Statutes, Section 3601, *et seq.* (whether or not incentives are received from the State of Oklahoma), and such additional employment as determined by the City to qualify for purposes of the Project Plan.

“Non-Dedicated Sales Tax Rate” shall mean the aggregate total of three percent (3%) sales tax in effect as of the date of adoption of the TIF Ordinance and the Project Plan.

“OU Foundation” shall mean the University of Oklahoma Foundation, Inc., an Oklahoma not-for-profit corporation.

“Parties” shall mean the City, the Authority, the Developer, UNP, OU Foundation, and NEDC.

“Project” shall mean the design, financing, and construction of certain improvements, the use of certain Tax Increments, and all other activities contemplated by the Project Plan.

“Project Area” shall have the meaning set forth in the Project Plan.

“Project Costs” shall mean, generally, all costs authorized by the Project Plan, specifically including costs paid from the Ad Valorem Tax Increment, the Economic Development Sales Tax Increment, and/or the Retail Sales Tax Increment, as contemplated by the Project Plan and the Master Agreement, and including but not limited to the following (as the following terms are defined in the Master Agreement): Initial Project Activity Costs (which include Traffic and Roadway Improvements Project Costs), Legacy Park Project Costs, Conference Center and Cultural Facilities Project Costs, Lifestyle Center Project Costs, Economic Development Project Costs, and financing costs, including costs of issuance, necessary and appropriate reserves, and payment of principal and interest.

“Project Plan” shall mean the Norman University North Park Project Plan adopted and approved by the City on May 23, 2006, and amended August 26, 2008, pursuant to the TIF Ordinance and the Local Development Act.

“PUD” shall mean the Planned Unit Development adopted by the City on August 27, 2002, as amended, relating to University North Park.

“Purchase and Sale Agreement” shall mean the Amended and Restated Purchase and Sale Agreement, dated _____, 2010, and as may be hereafter amended, by and between UNP and NEDC for the Economic Development Tract.

“Retail Sales Tax Increment” shall mean the product of (i) transactions within the Increment District during the fiscal year subject to City sales tax multiplied by (ii) the Non-Dedicated Sales Tax Rate minus (iii) the Total Transfer Adjustments.

“Tax Increment” shall mean collectively the Retail Sales Tax Increment, the Economic Development Sales Tax Increment, and the Ad Valorem Increment.

“TIF Note(s)” shall mean the tax increment revenue note(s) issued to provide financing for Economic Development Project Costs as contemplated by Article V of this Agreement.

“TIF Ordinance” shall mean Ordinance No. O-0506-66 of the City adopted on May 23, 2006, as amended by Ordinance No. O-0809-8, adopted August 26, 2008, establishing the Increment District and adopting the Project Plan.

“University” shall mean the University of Oklahoma, a public body of the State of Oklahoma.

“University North Park” shall mean, generally, the area bordered by I-35 on the west, Tecumseh Road on the north, Max Westheimer Airpark on the east, and Robinson Street on the south, and comprising the Increment District.

“University North Park Covenants and Restrictions” shall mean that certain First Amended and Restated Declaration of Covenants and Restrictions dated March 10, 2006, duly recorded in the records of the Cleveland County Clerk at Book 4145, Page 213, and pertaining to University North Park, as said Declaration may be supplemented or amended from time to time as provided therein.

“UNP” shall mean University North Park, LLC, an Oklahoma limited liability company, which is a wholly-owned subsidiary of the OU Foundation.

SECTION 1.2. PURPOSE AND SCOPE OF AGREEMENT. The purpose of this Agreement is to implement the economic development provisions of the Project Plan, the Master Agreement, and Development Agreement #4 in order to provide and foster quality employment opportunities by attracting, expanding, and retaining enterprises deemed desirable to the future of Norman. This Agreement provides certain commitments to facilitate financing of Economic Development Project Costs in order to generate the economic impacts and benefits desired by the community and as provided in the Project Plan. This Agreement provides an effective implementation mechanism for individual economic development agreements with businesses locating in University North Park.

SECTION 1.3. EFFECT. This Agreement shall supersede those provisions of the Master Agreement and Development Agreement #4 relating to the economic development component of the Project and the Economic Development Project Costs. The Purchase and Sale

Agreement relating to the Economic Development Tract shall serve to implement portions of this Agreement.

ARTICLE II. OBLIGATIONS AND RESPONSIBILITIES OF NEDC

SECTION 2.1. ECONOMIC DEVELOPMENT PROJECT COMPONENTS.

NEDC shall stimulate, coordinate, implement, and administer the economic development components of the Project. Guided by the provisions of the Project Plan and this Agreement, NEDC shall foster the creation of employment qualifying for the Oklahoma Quality Jobs Program Act, 68 O.S. §3601, *et seq.*, and similar quality employment.

SECTION 2.2. PURCHASE OF CERTAIN REAL PROPERTY.

(a) NEDC or its designee has acquired or will acquire the Initial Economic Development Tract from UNP.

(b) NEDC shall pursue approval by the Norman Planning Commission and the Norman City Council of a Preliminary Plat and Final Plat for the Initial Economic Development Tract.

(c) NEDC shall endeavor to purchase the remaining thirty (30) acres of the Economic Development Tract from UNP, on the terms set forth in the Purchase and Sale Agreement, and otherwise consistent with the terms of this Agreement except in the event of a conflict between this Agreement and the Purchase and Sale Agreement.

(d) Upon acquisition by NEDC, NEDC shall pursue approval by the Norman Planning Commission and the Norman City Council of the remaining thirty (30) acres of the Economic Development Tract, and to the extent necessary or required by City subdivision regulations, agrees to join UNP in the plat application.

(e) NEDC shall endeavor to purchase an additional forty (40) acres of certain real property from UNP, located in the portion of University North Park north of Rock Creek Road and designated for economic development in accordance with the NEDC Development Agreement.

SECTION 2.3. INFRASTRUCTURE DEVELOPMENT COSTS. NEDC shall pay all infrastructure development costs associated with implementation of the economic development components of the Project serving the Initial Economic Development Tract and any other portions of University North Park purchased by NEDC, unless otherwise provided by agreement between UNP and NEDC or between other of the Parties.

SECTION 2.4. SUPPLEMENTAL AGREEMENTS. NEDC shall enter into supplemental economic development agreements with the parties involved herein and others as appropriate.

SECTION 2.5. DEVELOPMENT OF ECONOMIC DEVELOPMENT TRACT. NEDC shall develop the Economic Development Tract in accordance with the following provisions:

(a) NEDC shall enter into financing arrangements necessary or appropriate to perform its obligations and achieve the objectives of this Agreement. Subject to the approvals required by subsections (c) and (d) below, NEDC may utilize and pledge any and all portions of the TIF Note(s), Tax Increments, and authorized Economic Development Project Costs in support of such financing.

(b) NEDC shall enter into economic development agreements with respect to portions of the Economic Development Tract in order to stimulate development of sites that will provide for economic development activities that focus on attracting, expanding, and retaining enterprises that offer the community of Norman quality employment opportunities, such as, but not limited to, high-tech, financial, intellectual property, and administrative businesses. The sites in the Economic Development Tract will not be offered to buyers or users unless such buyers and/or users generate new investments and create, expand, or retain quality employment opportunities in accordance with this Agreement and the Project Plan.

(c) Each economic development agreement entered into by NEDC pursuant to this Agreement shall be subject to reasonable concurrence by UNP. Such concurrence shall not be unreasonably withheld, conditioned or delayed and shall be deemed given if no response is provided within thirty (30) days after submission of a proposed economic development agreement from NEDC to UNP.

(d) Each economic development agreement entered into by NEDC pursuant to this Agreement shall be subject to concurrence by the Authority. For purposes of this provision, the financing by NEDC for acquisition of property is considered to be an economic development agreement.

SECTION 2.6. REPORTING. NEDC shall provide quarterly and annual reports to the Parties regarding the performance of its obligations pursuant to this Agreement.

ARTICLE III. OBLIGATIONS AND RESPONSIBILITIES OF UNP

SECTION 3.1. ECONOMIC DEVELOPMENT PROJECT COMPONENTS. UNP reaffirms its commitment to assist in the development of the Economic Development Tract. Such assistance shall include entering into cooperative agreements to support the economic development activities of the Project consistent with the Project Plan and the terms hereof (provided, UNP will not be required to enter into any such agreement that causes it to incur obligations beyond those specified herein).

SECTION 3.2. SALE OF CERTAIN REAL PROPERTY.

(a) UNP shall convey, from time to time, the Economic Development Tract to NEDC in accordance with the NEDC Development Agreement and the Purchase and Sale Agreement and any appropriate supplements thereto. In the event of any conflict between the terms of this

Agreement and the Purchase and Sale Agreement with respect to the conveyance timing and obligations of UNP or the development timing and obligations of NEDC, the Purchase and Sale Agreement shall control.

(b) UNP acknowledges the pursuit by NEDC of approval by the Norman Planning Commission and the Norman City Council of a Preliminary Plat and Final Plat for the Economic Development Tract, and to the extent necessary or required by City subdivision regulations, agrees to join in the plat application.

(c) UNP reaffirms its commitment to sell an additional forty (40) acres of certain real property to NEDC as an addition to the Economic Development Tract.

SECTION 3.3. SUPPLEMENTAL AGREEMENTS. UNP may enter into supplemental economic development agreements with users and participants (provided, UNP will not be required to enter into any such agreement that causes it to incur obligations beyond those specified herein).

**ARTICLE IV. OBLIGATIONS AND RESPONSIBILITIES
OF THE CITY**

SECTION 4.1. SUPPORT OF ECONOMIC DEVELOPMENT.

(a) The City hereby authorizes implementation of the economic development component of the Project Plan.

(b) The City hereby authorizes the utilization and expenditure of the Economic Development Sales Tax Increment for Economic Development Project Costs.

(c) The City hereby authorizes the preparation and filing of applications pursuant to the Oklahoma Local Development and Enterprise Zone Incentive Leverage Act, 62 O.S. §840, *et seq.*, in order to provide additional matching funds for the economic development activities undertaken pursuant to this Agreement.

(d) The City and the Authority authorize and approve the use of certain Tax Increments, as described in subsection (g) below, to fund Economic Development Project Costs incurred by NEDC. The issuance of the notes to finance Economic Development Project Costs shall be subject to approval of the City and the Authority in accordance with applicable law. Notes may be secured by a pledge of the projected Tax Increment revenues.

(e) The City hereby authorizes the Authority (i) to incur debt and issue notes in the amount of \$8,250,000 in tax apportionment debt as authorized by the Project Plan to be repaid by the Authority with the Tax Increments detailed in subsection (g) below; and (ii) to incur other debt and issue notes in the amount of \$8,250,000 to be repaid by project revenues and state local government matching payments, if any, pursuant to the Oklahoma Local Development and Enterprise Zone Incentive Leverage Act, 62 O.S. §840, *et seq.*

(f) The City hereby authorizes \$8,250,000 in assistance in development financing by the Authority to NEDC to be utilized to implement the economic development objectives of this Agreement and the Project Plan, subject to the approvals required by Section 2.5 of this Agreement.

(g) The Tax Increments available to pay Economic Development Project Costs shall consist of ten percent (10%) of the Retail Sales Tax Increment (it being understood that fifty percent (50%) is allocated to other Project Costs and forty percent (40%) is allocated to the City), the Ad Valorem Tax Increment generated by the Economic Development Tract, and one hundred percent (100%) of the Economic Development Sales Tax Increment. The City and/or the Authority shall retain the right to fund related economic development costs from any other available sources and may authorize the Authority's debt to be repaid from other sources in support of this Agreement.

SECTION 4.2. IMPLEMENTATION. The City Manager and City Attorney are authorized to execute such documents and take such actions as may be necessary or appropriate to implement this Agreement and the approvals contained herein.

**ARTICLE V. OBLIGATIONS AND RESPONSIBILITIES
OF THE AUTHORITY**

SECTION 5.1. SUPPORT OF ECONOMIC DEVELOPMENT.

(a) The Authority shall cooperate and support the implementation activities of NEDC in carrying out the provisions of the Project Plan and this Agreement.

(b) The Authority shall account for, pledge, and pay to NEDC the Tax Increments available to pay Economic Development Project Costs consisting of ten percent (10%) of the Retail Sales Tax Increment (it being understood that fifty percent (50%) is allocated to other Project Costs and forty percent (40%) is allocated to the City), the Ad Valorem Tax Increment generated by the Economic Development Tract, and one hundred percent (100%) of the Economic Development Sales Tax Increment.

SECTION 5.2. ISSUANCE OF TIF NOTE(S). The Authority shall issue its TIF Note(s) to NEDC for payment of the Economic Development Project Costs to be incurred pursuant to this Agreement. The principal amount of the TIF Note(s) shall provide for payment of up to \$8,250,000 in economic development financing assistance to NEDC plus provisions for payment of interest, costs of issuance, and establishment of reasonably required reserves.

SECTION 5.3. PARAMETERS OF TIF NOTE ISSUANCE. In order to ensure that all components of the Project will be completed in a timely manner and to ensure that Tax Increments will be appropriately allocated to that end, the Parties hereby concur with and specifically agree to the following parameters that shall govern the issuance of the TIF Note:

(a) The TIF Note(s) shall be made available for Economic Development Project Costs to be incurred by NEDC subject to the approvals required by Section 2.5 of this Agreement.

(b) The TIF Note(s) will be issued as taxable indebtedness. The TIF Note(s) may be issued with or without compliance with applicable requirements for tax exempt status under the United States Internal Revenue Code.

(c) The TIF Note(s) shall be issued as a "Private Placement" to NEDC, which shall require NEDC to execute a written acceptance of its obligation to conduct an independent credit analysis.

SECTION 5.4. ECONOMIC DEVELOPMENT APPROVALS BY THE AUTHORITY. In order to support and assure the implementation of this Agreement and achievement of its objectives, the Authority will from time to time review the proposed actions of NEDC and provide the approvals required by Section 2.5(d) of this Agreement.

SECTION 5.5. IMPLEMENTATION. The Manager and General Counsel/City Attorney of the Authority are authorized to execute such documents and take such actions as may be necessary or appropriate to implement this Agreement and the approvals contained herein.

ARTICLE VI. LAND ACQUISITION

SECTION 6.1. ACQUISITION OF PROPERTY BY NEDC. NEDC shall acquire property for economic development purposes in accordance with the Purchase and Sale Agreement, subject to the provisions of this Agreement unless in conflict with the Purchase and Sale Agreement.

ARTICLE VII. GENERAL PROVISIONS

SECTION 7.1. AUTHORITY PARTY TO CERTAIN CONSTRUCTION CONTRACTS. With respect to public street and utility contracts for public improvements to be dedicated to the City, the Authority shall be made a party to such contracts for and within the Project.

SECTION 7.2. COMPETITIVE BIDDING ACT. To the extent required by law for construction of any streets and utilities to be dedicated to the City, any and all contracts or portions thereof made pursuant to this Agreement shall be made in compliance with the Oklahoma Public Competitive Bidding Act of 1974, 61 O.S. §101, *et seq.*, as amended, including but not limited to any applicable bonding requirements, except that competitive bidding shall not be required pursuant to the exemption provision of 61 O.S. §127.

SECTION 7.3. CONFLICT OF INTEREST; REPRESENTATIVES NOT INDIVIDUALLY LIABLE. No official or employee of the Authority or the City shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities which are parties to this Agreement. No official or employee of the Authority or the City shall be personally liable to any other Party or such Party's successor in interest, in the event of any default or breach by the City or the Authority or for any amount which becomes due to the Developer or its successors under this Agreement.

SECTION 7.4. NO BROKER AGREEMENT. Each party hereto represents to each other party that the lease and sale of land or other obligations pursuant to this Agreement has not involved any broker nor is any party hereto liable for the payment of a brokerage commission in connection with the negotiation of this Agreement. Each party agrees to indemnify and hold harmless each other party from any and all liability, loss, claim or expenses arising out of any breach of their respective foregoing representation.

SECTION 7.5. APPLICABLE LAW, SEVERABILITY AND ENTIRE AGREEMENT. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma governing agreements made and fully performed in Oklahoma. If any provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement, shall be valid and enforceable to the fullest extent permitted by law.

SECTION 7.6. THIRD PARTIES. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the Parties hereto and not for the benefit of any other persons, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights express or implied, upon any other person.

SECTION 7.7. NO PARTNERSHIP CREATED OR JOINT VENTURE CREATED. This Agreement specifically does not create any partnership or joint venture between the Parties hereto, or render any party liable for any of the debts or obligations of any other party.

SECTION 7.8. TIME IS OF THE ESSENCE. The Parties understand and agree that time is of the essence with regard to all the terms and provisions of this Agreement.

SECTION 7.9. FORMALITIES AND AUTHORITY. The Parties hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

SECTION 7.10. NOTICES AND DEMANDS. Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally to:

City: The City of Norman
P.O. Box 370
Norman, OK 73070
Attn: City Manager
With Copy to: City Attorney

Authority: Norman Tax Increment Finance Authority
P.O. Box 370
Norman, OK 73070
Attn: General Manager
With Copy to: General Counsel

UNP: University North Park, LLC
100 Timberdell Road
Norman, OK 73019
Attn: Manager

With copy to: McAfee & Taft
10th Floor, Two Leadership Square
Oklahoma City, OK 73102
Attn: Frank Hill or Richard A. Riggs

Developer: University Town Center, LLC
101 North Robinson, Suite 900
Oklahoma City, OK 73102
Attn: Stanton Nelson

With a copy to: McAfee & Taft
10th Floor, Two Leadership Square
Oklahoma City, OK 73102
Attn: Frank Hill or Richard A. Riggs

OU Foundation: University of Oklahoma Foundation, Inc.
100 Timberdell Road
Norman, OK 73019
Attn: President

With copy to: McAfee & Taft
10th Floor, Two Leadership Square
Oklahoma City, OK 73102
Attn: Frank Hill or Richard A. Riggs

NEDC: Norman Economic Development Coalition
710 Asp Avenue, Suite 100
Norman, OK 73069
Attn: Executive Director

or to such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the others as provided in this Section. A copy of any notice, demand or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

SECTION 7.11. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns.

SECTION 7.12. MODIFICATIONS. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

SECTION 7.13. UNAVOIDABLE DELAYS. The time for performance of any term, covenant, condition, or provision of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delay" means a delay beyond the reasonable control of the party obligated to perform the applicable term, covenant, condition or provision under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to acts of God, any other party to this Agreement (for example, a delay in transfer of possession), strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty, but shall not include delays attributable to financial difficulties of such party.

SECTION 7.14. FURTHER ASSURANCES. Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement.

SECTION 7.15. COUNTERPARTS. This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

SECTION 7.16. CONFLICTS. In case of any conflict between this Agreement and the Project Plan, the Project Plan shall govern. In case of any conflict between this Agreement and the Master Agreement and any previous Development Agreements, this Agreement shall control.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the City, the Authority, UNP, NEDC, the Developer, and the OU Foundation as Parties to this Agreement, have caused this Agreement to be duly executed and delivered as of the date first above written.

THE CITY OF NORMAN, OKLAHOMA

By: _____
Name: Cindy Rosenthal
Title: Mayor

By: _____
Name: Brenda Hall
Title: City Clerk
(SEAL)

NORMAN TAX INCREMENT FINANCE AUTHORITY

By: _____
Name: Cindy Rosenthal
Title: Chairperson

By: _____
Name: Brenda Hall
Title: Secretary
(SEAL)

Approved as to form and legality this ____ day of _____, 2010.

City Attorney/ General Counsel

UNIVERSITY NORTH PARK, LLC

By: _____
Name: _____
Title: _____

UNIVERSITY TOWN CENTER, LLC

By: _____
Name: _____
Title: _____

UNIV. OF OKLA. FOUNDATION, INC.

By: _____
Name: _____
Title: _____

NORMAN ECONOMIC DEVELOPMENT COALITION

By: _____
Name: _____
Title: _____

EXHIBIT A**NEDC DEVELOPMENT AGREEMENT**

UNP has designated sixty (60) contiguous acres on the Master Plan which will be made available for the development of non-retail businesses recruited by the Norman Economic Development Coalition (the "NEDC"), the City and/or the University (the "Economic Development Tract"). The Economic Development Tract shall be located to the east of 24th Avenue and to the north of Rock Creek Road.

UNP agrees to sell or lease the Economic Development Tract to NEDC or its designees (a "User") pursuant to the following essential terms:

(a) The Economic Development Tract will be divided into several parcels, each of which is separately referred to as a "Development Parcel" and collectively as "Development Parcels". The Development Parcels will be depicted on the Master Plan.

(b) A User would have the option to purchase or lease a Development Parcel or any part thereof.

(c) The User would pay all closing costs and would be responsible for payment of all infrastructure costs necessary to make the Development Parcel usable. The User would be obligated to develop the Development Parcel within a reasonable period of time; and if the User fails to do so, UNP would have the right to reacquire the Development Parcel at User's cost (or terminate the ground lease, as applicable).

(d) The per square foot sale prices for each Development Parcel are as follows:

Year	Price
0-4	\$1.25
5-6	\$1.56
7-9	\$1.95
10-12	\$2.44

(e) Ground leases between UNP, as lessor, and the User, as lessee, would be for fifty (50) year primary terms with two (2) ten (10) year renewal options. The annual lease rate would be eight percent (8%) of the agreed value of the Development Parcel, which agreed value would increase by twenty percent (20%) every ten (10) years during the term of the lease.

(f) The per square foot agreed values of the Development Parcels for lease purposes are as follows:

Year	Value
0-4	\$0.75
5-6	\$0.94
7-9	\$1.17
10-12	\$1.46

(g) In the case of either sale or lease, the price or agreed value shall increase to the next level(s) to the extent that the Development Parcel(s) are not purchased or leased in their entirety within the applicable periods of time.

(h) The Development Parcels shall be subject to the PUD and the University North Park Covenants and Restrictions, as amended. In addition, UNP may require that additional restrictions be imposed on the Development Parcels to the extent reasonably necessary to maintain the quality of the Project.

(i) The term of the obligations of UNP and the City shall be for a period of twelve (12) years commencing on October 1, 2008, and shall terminate on September 30, 2020, unless sooner terminated as provided herein or extended in writing. Provided, however, this Agreement shall terminate and UNP shall be free to sell, lease, transfer or develop the then remaining Economic Development Tract without restriction or obligation to the City if at least fifty percent (50%) of the Economic Development Tract has not been purchased or leased by Users within six (6) years from the Closing Date. To the extent that all of the Economic Development Tract has not been purchased or leased by Users on or before the expiration of the twelve (12) year period, UNP shall be free to sell, lease, transfer or develop the remaining Economic Development Tract without restriction or obligation to the City.

(j) UNP is willing to make available in accordance with the Master Plan or in locations mutually acceptable to UNP and to the City (or its designee) up to an additional forty (40) acres for non-retail business development deemed appropriate and desirable by both the City and UNP, subject to mutually acceptable definitive agreements for such additional economic development activities. Among other things, such agreements may include offering reduced market prices to Users (less than or equal to those offered for other business development within the northern half of the Increment District) should the economic development activity proposed by the City appear likely to generate high quality jobs from non-retail business. The Parties understand that all or any part of the additional forty (40) acres is subject to prior sale or lease by UNP without prior notice to the City and that such property shall not be subject to a right of first refusal in favor of the City.



**CITY COUNCIL AGENDA
SEPTEMBER 14, 2010**

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

Item No. 43

File Number: R-1011-39

Introduced: 9/9/2010 by Kathryn Walker

Current Status: Non-Consent Items

Version: 3

Matter Type: Resolution

Title

RESOLUTION NO. R-1011-39: A RESOLUTION OF THE NORMAN TAX INCREMENT FINANCE AUTHORITY APPROVING CONCURRENCE IN AGREEMENT OF THE NORMAN ECONOMIC DEVELOPMENT COALITION TO FINANCE THE ACQUISITION OF PROPERTY FOR ECONOMIC DEVELOPMENT PURPOSES, WITHIN THE UNIVERSITY NORTH PARK ECONOMIC DEVELOPMENT PROJECT.

ACTION NEEDED: Acting as the Norman Tax Increment Finance Authority, motion to adopt or reject Resolution No. R-1011-39.

ACTION TAKEN: _____

Body

Council met on August 10, 2010 and September 7, 2010 to discuss the Economic Development component of the University North Park Tax Increment Finance District. Council specifically discussed R-1011-39 concurring in the NEDC land purchase on September 7, 2010. The proposed resolution allows the UNP TIF Economic Development revenues collected to be pledged as a credit enhancement for the financing of the purchase by NEDC of the 30 acres set aside for Economic Development purposes in the TIF. More detailed information can be found in the attached memorandum.



office memorandum

DATE: September 8, 2010
TO: Honorable Mayor and Council Members
Honorable Trustees of the Norman Tax Increment Finance Authority

THROUGH: Jeff H. Bryant, City Attorney
FROM: Kathryn L. Walker, Assistant City Attorney II

RE: AGENDA ITEM – University North Park TIF – Economic
Development Agreement – Contract No. K-1011-75;

Resolution R-1011- 39 – Concurring in NEDC land purchase and
providing UNP TIF ED Revenue as credit enhancement;

Resolutions R-1011-40 & R-1011-41 – City and NTIFA Authorization
of Indebtedness for UNP Economic Development purposes consistent
with specified parameters.

Background

Council approved the University North Park TIF Project Plan on May 23, 2006. The Project Plan called for Traffic and Roadway Improvements, a Hotel Conference Center, a retail-based Lifestyle Center, Legacy Park, and an Economic Development component that would foster special employment opportunities in Norman. The land area that includes the UNP TIF Project boundary was designated by the Oklahoma Department of Commerce in 1992 as an Enterprise Zone. By virtue of the Enterprise Zone designation, the UNP TIF Project qualified for a Tax Increment Financing District under the Local Development Act.

While the Lifestyle Center was not scheduled to occur until 2016 under the Project Plan, significant progress on other components of the UNP TIF have occurred, including: the opening of the Embassy Suites Hotel / Conference Center; development of a supporting retail center on the west side of 24th Avenue; final design of Legacy Park; traffic and roadway improvements that include four intersections, interstate drive improvements, and construction of the Rock Creek Overpass of I-35.

The Economic Development component of the UNP TIF outlined in the Project Plan provides for \$8.25 million in funding to foster special employment opportunities. The Master Development Agreement further refined this focus by identifying sixty (60) acres of land that could be purchased by the Norman Economic Development Coalition at discounted prices in an effort to provide some incentive tools for courting future employers of new employees to Norman that meet the criteria of the Oklahoma Quality Jobs Act. Under the Master Development Agreement another forty (40) acres at market prices is also available for the same purpose.

A final plat was approved by City Council in April of 2008 for the development of the University North Park Corporate Center consisting of twenty-eight (28) acres of land that would provide for six lots for development of high quality office space to be

utilized by future employers. A revised Final Plat for the University North Park Corporate Center was approved by City Council in June 2010 that increased the size of the development to thirty (30) acres.

The City Council approved Development Agreement No. 4 in September of 2008 and, acting as the Norman Tax Increment Finance Authority, approved a Tax Increment Revenue Note of up to \$14,560,000 in June, 2009. When the Revenue Note was approved, a portion of the UNP TIF Revenue Stream was specifically identified and reserved to support UNP TIF Economic Development efforts. Ten percent (10%) of the UNP Retail Sales Tax apportionment, 50% of the ad valorem revenues from property acquired by NEDC, and any approved Economic Development Sales Tax Increment (an additional apportionment of sales tax tied to New Quality Jobs payrolls upon Council approval) were all excluded from the pledge supporting the Revenue Note in order to provide a revenue stream to implement future Economic Development portions of the Project Plan.

The items coming before City Council now are steps toward implementing the Economic Development portion of the UNP Project Plan, utilizing the UNP Economic Development Revenue Stream. The first item is the UNP TIF Economic Development Agreement that provides the structure by which future economic development activities by NEDC in the UNP TIF will occur. The second item focuses on the purchase by NEDC from UNP, LLC (a wholly owned subsidiary of the OU Foundation) of the thirty (30) acres that has been platted as the University North Park Corporate Center, utilizing a portion of the UNP TIF economic development revenue stream as a credit enhancement to allow the loan to be commercially acceptable. This credit enhancement pledge of an estimated \$800,000 only involves accumulated revenues and revenues that are projected to accumulate during the current fiscal year, and does not require an authorization to issue indebtedness.

The third and fourth items relate to providing authorizations to issue indebtedness by the City and the Norman Tax Increment Finance Authority (NTIFA), to allow the borrowing of up to \$16.5 million using the UNP TIF economic development revenue stream as the source of payment or collateralization. This authorization will allow steps to be taken to ensure flexibility to move quickly provided an appropriate project involving a qualified employer is presented to NEDC and ultimately the NTIFA. Although the debt limits and parameters are identified in the Resolution, no draws on this debt authorization will occur and no Economic Development Sales Tax increments will be provided until the NTIFA has reviewed and approved a specific project that it feels meets the goals of the Economic Development portion of the UNP Project Plan.

A Council subcommittee has been updated several times since November 2009 regarding progress toward the purchase by NEDC of the thirty (30) acre tract. Council was updated at the Council Conference held August 10, 2010 of the structure of and the City's role in providing credit enhancement for the purchase. Following that direction, Council was again updated at a Study Session held September 7, 2010, of the proposed purchase and the documents to be presented to City Council for consideration at this time.

Discussion

UNP Economic Development Agreement. The purpose of the proposed University North Park Economic Development Agreement is to implement the economic development provisions of the Norman University North Park Project Plan, the Master Operating and Development Agreement, and Development Agreement No. 4 in order to provide and foster quality employment opportunities by attracting, expanding, and retaining enterprises deemed desirable to the future of Norman.

The proposed University North Park Economic Development Agreement will have as parties the Norman Economic Development Coalition, an Oklahoma not-for-profit corporation (NEDC), the City of Norman, the Norman Tax Increment Finance Authority, University North Park, LLC, University Town Center, LLC, and University of Oklahoma Foundation, Inc.

The proposed University North Park Economic Development Agreement will provide a framework and effective implementation mechanism for individual economic development agreements with businesses locating in University North Park. NEDC will be responsible for carrying out the economic development activities authorized by the Project Plan. NEDC will enter into development agreements with business enterprises deemed appropriate and desirable to achieve the objectives of the Project Plan and to attract, nourish, and sustain quality employment opportunities in University North Park that benefit the City of Norman. NEDC will:

1. Enter into development agreements in accordance with the provisions of the Project Plan, the University North Park Economic Development Agreement, and the provisions of the Oklahoma Local Development Act;
2. Acquire and develop properties in accordance with the provisions of the University North Park Economic Development Agreement;
3. Enter into necessary and appropriate financing agreements to carry out its responsibilities utilizing pledged economic development tax increment revenues and state local government matching payments pursuant to the Oklahoma Local Development and Enterprise Zone Incentive Leverage Act, if any; and
4. Provide quarterly and annual reports to the City of Norman and the other parties to the University North Park Economic Development Agreement regarding the performance of its obligations.

In support of the economic development activities, the City of Norman will:

1. Authorize the expenditure of economic development project costs by NEDC in an amount not to exceed \$8,250,000, consistent with the Project Plan;
2. Implement the Economic Development Sales Tax Increment provisions of the Project Plan when New Quality Jobs are recruited to the UNP TIF Project;
3. Authorize the issuance of indebtedness by the Norman Tax Increment Finance Authority in an amount not to exceed \$8,250,000 in tax apportionment debt, and

up to \$8,250,000 in other indebtedness, totaling \$16,500,000 in combined debt (the non tax apportionment debt in the amount of \$8,250,000 contemplates debt incurred for project costs to be repaid out of matching funds and other development revenues; it does not contemplate placing any additional liability upon the City, and is a limited revenue obligation); and

4. Approve and submit, where appropriate, applications for state local government matching funds pursuant to the Oklahoma Local Development and Enterprise Zone Incentive Leverage Act.

University North Park will transfer and convey property from time to time to NEDC in order to carry out the economic development provisions of the Project Plan and the University North Park Economic Development Agreement. The property transfer provisions contained in prior agreements are incorporated into the University North Park Economic Development Agreement.

University Town Center and the University of Oklahoma Foundation will cooperate and support the implementation activities of NEDC in carrying out the provisions and achieving the objectives of the University North Park Economic Development Agreement. The Norman Tax Increment Finance Authority, pursuant to authorization and direction by the City, will pledge and pay to NEDC the tax increments available to pay economic development project costs, which consist of an estimated ten percent (10%) of the Retail Sales Tax Increment (it being understood that an estimated fifty percent (50%) is allocated to other project costs and an estimated forty percent (40%) is allocated to the City), the ad valorem tax increment generated by the economic development tract (*i.e.*, the properties acquired by NEDC), and one hundred percent (100%) of the Economic Development Sales Tax Increment.

The UNP Economic Development Agreement provides a framework and empowerments that will allow NEDC to act quickly and responsibly when recruiting a potential employer that will bring new Quality Jobs to Norman consistent with the goals of this component of the UNP TIF Project. Under the Agreement, NEDC will need to negotiate agreements with potential users that will ultimately need to be approved by NTIFA for implementation. The proposed UNP Economic Development Agreement blends a valuable set of state authorizations with local, creative project implementation.

Resolution No. R-1011-39 – Concurring in NEDC land purchase and providing UNP TIF ED Revenue as credit enhancement. With approval of the UNP Economic Development Agreement, the first action in accordance with the Agreement is to use accumulated UNP TIF Economic Development Revenues to assist the Norman Economic Development Coalition (NEDC) with the purchase of the first UNP Economic Development tract from the UNP, LLC. As described above, the platted thirty (30) acre tract that is the University North Park Corporate Center will be the first parcel of economic development land purchased in the TIF in accordance with the Project Plan and the Master Development Agreement. The Land is being purchased for the discounted price of \$1.25 per square foot or \$1,633,500. Purchasing this land at a discounted price will give NEDC a valuable tool as it works toward providing incentives to attract potential new Quality Jobs employers to the UNP TIF District.

The Purchase and Sale Agreement was originally negotiated between NEDC and UNP, LLC in September of 2008. Although NEDC felt fairly confident with one lot sale in the project, the second lot sale to make the project economically feasible did not materialize after the nationwide economic downturn in 2008. There have been a series of extensions granted for the Purchase and Sale Agreement with the latest extension due to expire on September 30, 2010.

Even though the second lot sale has not materialized, Republic Bank of Norman has offered to extend financing to NEDC to make the land purchase. The term sheet for the loan has been previously provided to Council, but essentially involves a three year loan, at a 6% rate. Payments will be interest only, with the full principal of the loan due at the end of the term. An advance on the infrastructure costs will require two lot sales. Republic Bank, although coordinating the transaction, would also like to offer participation to other local banking institutions in both the land purchase loan as well as the infrastructure loan when progress toward that work becomes timely.

Because NEDC does not have an independent revenue stream to pledge to securitize this land acquisition and land development loan, the City and the NTIFA have been asked to provide a pledge of the UNP TIF Economic Development Revenue Stream as a credit enhancement for the loan. The pledge will be for an estimated \$800,000. This amount represents UNP TIF ED Revenues that have accumulated since the first financing in June of 2009 and UNP TIF ED Revenues that are anticipated to accumulate during the current fiscal year ending June 30, 2011. Because the pledge consists of accumulated revenues or those that will accumulate during the current fiscal year, this pledge would not be classified as a debt financing. Pledged revenues may be used to make semi-annual interest payments or credited toward loan principal repayment should NEDC not be able to achieve the anticipated two lot sales or develop the property over the next three years. As noted by the NEDC Executive Director at the Council Study Session on September 7th, it is the intent of NEDC to move the project forward quickly and have the project stand on its own, without a need to use UNP TIF ED Revenues for interest payments. Should interest or principal payments be necessary from pledged UNP TIF ED Revenues, then NEDC intends to reimburse these costs, unless the City agrees otherwise at a later date.

Resolution No. R-0111-39 concurs in the NEDC land purchase from the UNP, LLC, and authorizes the pledge of accumulated UNP TIF ED Revenues and UNP TIF ED Revenues to be accumulated during this fiscal year, but not to exceed \$800,000. An account control agreement for these funds, similar to the one executed with the Bank of Oklahoma in the 2009 Revenue Note will be prepared for either Republic Bank or a separate Trustee Bank. The City Manager, upon advice of the City Attorney, will be authorized to execute the account control agreement and other implementing documents, as needed.

Resolutions R-0111-40 & R-0111-41 – City and NTIFA Authorization of Indebtedness for UNP Economic Development purposes consistent with specified parameters. As discussed in the City Council Study Session on September 7, 2010, the Economic Development Agreement contemplates a debt authorization consistent with the Project Plan, Master Development Agreement, and Development Agreement No. 4. The maximum debt that can be authorized under the Project Plan using UNP TIF ED Revenues as a repayment source is \$8.25 million.

The revenue streams identified in the documents to repay such a debt include: (a) an estimated 10% of the UNP TIF Retail Sales Tax Increment (understanding that an estimated 50% goes to fund other Project Costs and an estimated 40% goes to the City's General Fund); (b) the UNP TIF *ad valorem* Increment from land acquired by NEDC (understanding that 50% goes to the taxing entities, and 50% goes to economic development project costs); and (c) 100% of any approved Economic Development Sales Tax Increment (that portion of additional sales taxes generated by the creation of new Quality Jobs in the District, as approved by the City Council). Since NEDC has yet to acquire any land in the UNP TIF District that has been placed on property tax rolls, there has been no *ad valorem* revenue stream generated in this category. Since new Quality Jobs in the District are yet to be created, no Economic Development Sales Tax Increment has been generated. However, the estimated 10% of the UNP TIF Retail Sales Tax Increment is identifiable and is currently accumulating at about \$31,500 per month.

Identification of reliable revenue streams to support a commercially reasonable loan is critical to any UNP TIF-based debt financing. If the revenue stream does not support the loan, then the loan will not be made. This is mentioned to assure Council that, although Resolutions R-0111-40 and R-0111-41 seek authorization to allow debt financing, this authorization is only a step in the process that will allow NEDC to act quickly to recruit a new Quality Jobs employer *provided the revenue streams support a financing* that may be needed to provide an incentive to the employer. The potential incentive may take on a variety of forms depending on the needs and interests of the potential employer and will not be solidified until NTIFA approval of a separate economic development agreement with NEDC, the City, and the potential employer has been achieved.

NEDC has reported its efforts to attract a new Quality Jobs employer to the UNP TIF Project include a privately held local company that has been in business for over 40 years and provides training services worldwide. Forty (40) employees are currently employed at their existing Norman location at an average annual salary of \$50,000 plus benefits. The company is considering constructing a 50,000 square foot facility that will serve as a training/classroom facility with executive offices. Additionally they plan to relocate any company acquisitions to this new Norman facility. They anticipate closing on the UNPCC site by the end of 2010 and will submit a letter of intent by the end of this month. Having this company locate in the University North Park Corporate Center would solidify their base in Norman thereby retaining the existing jobs with the prospect of job creation long term.

The second prospect is a national retailer that has conducted a nationwide search for a community to relocate their corporate support operations such as accounting, human resources, purchasing, and marketing. They are seeking a central U.S. location that can provide the necessary workforce with an affordable cost of doing business. The company is considering the construction of a corporately-owned facility in the University North Park Corporate Center for 600 employees with an average annual salary of \$50,000 plus benefits. The initial community search started with 48 communities, and over time Norman was recently reported as one of the top two finalists. The company anticipates making a final site selection by the end of September 2010. If Norman is chosen, then approximately 600 new jobs will be created yielding new payrolls to the community in excess of \$30 million per year. Both of these two prospects reported by NEDC would fit the criteria of the State

Quality Jobs program and the goal of the Economic Development component of the UNP TIF Project Plan. The Council/NTIFA could consider separate Development Agreements with one or both potential employer to effectuate some or all of the incentives contemplated in these Resolutions.

The Resolutions also authorize non tax apportionment debt in the amount of \$8,250,000. This provision contemplates debt incurred for project costs to be repaid out of matching funds and other development revenues. It is a limited revenue obligation and does not place any additional liability upon the City. This provision recognizes that there may be an identifiable revenue stream from land sales, lease revenues, or matching state funds upon which a financing may be based, provided a lending institution is comfortable with the identified revenue stream.

Matching funds, if any, provided by the State pursuant to the Oklahoma Local Development and Enterprise Zone Incentive Leverage Act, 62 O.S. §840, *et seq.* (Leverage Act), and proceeds from the sale and/or lease of land by NEDC to prospective employers locating within the Economic Development Tract would be pledged to repay this \$8,250,000. The matching funds, if any, will be pursuant to the Leverage Act. The Leverage Act allows the State to match local sales tax increments used to pay project costs in a project established by a city, town, or county in an enterprise zone pursuant to the Local Development Act. Application of the Leverage Act is narrowly tailored and would apply only to the non-retail economic development activities, such that the only sales tax increments that may qualify for matching would be the Economic Development Sales Tax Increment. State participation must be revenue neutral to the State, so the calculated benefits must be new to the State to be considered for matching payments.

The authorization for the debt financing sets important parameters. First the maximum UNP TIF Funded debt is \$8.25 million, consistent with the Project Plan. In addition, another \$8.25 million dollars is authorized to be repaid from non tax apportioned revenue stream, as noted above. This sets the maximum amount of debt that can be authorized, provided a sufficient revenue stream can be identified to ensure a potential lender is willing to make the loan. The maximum interest rate authorized under the Resolutions is eight percent (8%) per annum. The maximum time period for which this authorization is effective is through the end of the current fiscal year (June 30, 2011) at which time it would be subject to reauthorization. Any actual draws on this authorization will require the identification of a lender, solidifying the revenue stream to be pledged to secure and repay a particular note, and NTIFA approval of a separate development agreement that will outline the responsibilities of the potential future employer in the NEDC Corporate Center or other later acquired ED Property.

Recommendation

It is recommended that the attached Economic Development Agreement and Resolution R-0111-39 concurring in the NEDC loan for land purchase and authorizing the pledge of UNP TIF ED Revenues to provide credit enhancement for that loan be approved.

In addition, it is recommended that Resolution R-0111-40 by the City and Resolution R-0011-41 by the NTIFA be approved authorizing up to \$16.5 million in debt issuance, assuming the parameters in the authorization are met, including identifying a revenue stream,

identifying a lender, and achieving NTIFA approval of a separate development agreement between NEDC and an potential employer, prior to a draw on the authorization.

This debt authorization will move NEDC and the City closer to being able to utilize employer recruitment tools contemplated by the UNP TIF Project Plan, while still requiring Council approval of an agreement with each individual user that seeks to bring Quality Jobs to Norman. The acquisition of the land in the NEDC Corporate Center and the first step in utilizing the UNP Project Plan Economic Development component will demonstrate the City's commitment to that portion of the Project Plan. This commitment is expected to assist NEDC in its New Quality Job employer recruitment efforts. The Staff, representative of NEDC, representative of banking institution assisting in this effort, and special legal Counsel will be available at the meeting if you have additional questions or concerns.

Reviewed by: Steve Lewis, City Manager
Anthony Francisco, Finance Director
Don Wood, Executive Director of NEDC
Allan Brooks / Nate Ellis, Special Counsel
Dan Bachelor / Emily Pomeroy, Special Counsel

A RESOLUTION APPROVING CONCURRENCE IN AGREEMENT OF THE NORMAN ECONOMIC DEVELOPMENT COALITION TO FINANCE THE ACQUISITION OF PROPERTY FOR ECONOMIC DEVELOPMENT PURPOSES, WITHIN THE UNIVERSITY NORTH PARK ECONOMIC DEVELOPMENT PROJECT.

WHEREAS, the City of Norman (the “City”), by Ordinance No. O-0506-66, adopted May 23, 2006, as amended by Ordinance No. O-0809-8, adopted August 26, 2008 (the “TIF Ordinance”), pursuant to the Oklahoma Local Development Act, Title 62, Oklahoma Statutes, Section 851, *et seq.*, adopted and approved the Norman University North Park Project Plan, as amended (the “Project Plan”) and the project therein described (the “Project”); and

WHEREAS, the Project supports achievement of the City’s economic development and redevelopment objectives for the Project area, including reversal of urban stagnation, creation of a catalyst for expanding employment, attraction of major investment, preservation and enhancement of the tax base, and facilitation of investment, development and economic growth otherwise difficult, unlikely or impossible without the Project; and

WHEREAS, the City, as authorized in the Project Plan, has designated the Norman Economic Development Authority Coalition (“NEDC”) to undertake the financing for construction and development in support of the economic development activities and objectives of the Project; and

WHEREAS, the Norman Tax Increment Finance Authority (the “Authority”) has heretofore approved the University North Park Economic Development Agreement (the “Agreement”); and

WHEREAS, pursuant to the Agreement, each economic development agreement into by the NEDC is subject to concurrence by the Authority and for this purpose the financing of the acquisition of property described in the Agreement; and

WHEREAS, it is appropriate and desirable to concur in the proposed financing of the acquisition of property by NEDC in order to achieve the economic development objectives of the Project Plan.

NOW, THEREFORE, BE IT RESOLVED by the Trustees of the Norman Tax Increment Finance Authority as follows:

SECTION 1. The proposed financing for the acquisition of property by the Norman Economic Development Coalition for economic development purposes is hereby approved in an amount not to exceed \$2,000,000.00, subject to the provisions of Section 2 below.

SECTION 2. The pledge of apportioned economic development tax increments by the Norman Economic Development Coalition as security for the financing of the acquisition of property shall not exceed (a) the lesser of \$800,000, or (b) the aggregate of economic development sales tax increments collected and apportioned from Norman Increment District No. 2, City of Norman, through the end of the current fiscal year ending June 30, 2011.

SECTION 3. The officers, managers, and attorneys for the Authority are authorized and directed to take such actions and execute such documents as they may be necessary or appropriate to evidence this concurrence.

PASSED AND APPROVED THIS ____ DAY OF SEPTEMBER, 2010

NORMAN TAX INCREMENT FINANCE
AUTHORITY

(SEAL)

By: _____

Name:

Title: Chairman

ATTEST:

By: _____

Name:

Title: Secretary



REPUBLIC BANK & TRUST

July 12, 2010

Norman Economic Development Coalition, Inc.
Attn: Mr. Don M. Wood, Executive Director
710 Asp Avenue, Suite 100
Norman, OK 73069

SENT ELECTRONICALLY

Re: Proposed Loan Term Sheet

Dear Mr. Wood,

This letter is intended as a Term Sheet for the express purpose of providing a basis for identifying the necessary conditions and documentation of the below-described proposed financing. Please review these terms at your earliest convenience. Obviously, anything contained herein is subject to review by all concerned parties and subject to amendment as required:

Borrower: Norman Economic Development Coalition, Inc. (NEDC)

Loan Purpose: Purchase and develop approximately 1,306,800 SF or 30-acres more or less.

Loan Amount: Approximately \$7,633,500.00 (total); \$1,633,500.00 *plus* (loan costs to be determined and reimbursement to NEDC for out of pocket soft costs already expensed for planned development including, but not limited to, engineering, platting, survey, environmental and title work) for the purchase of land (Phase 1) and \$6,000,000.00 for the development of land (Phase 2).

Term: 36-months

Rate: 6% (fixed) on purchase funds (Phase 1); rate to be negotiated among participating Banks for Phase 2.

Origination Fees: 1% or \$76,335.00 (to be negotiated)

Repayment: Phase 1 will include quarterly interest payments on outstanding principal with Principal & Interest due at maturity. After or during the completion of Phase 2, the Bank will receive all net proceeds associated with the sale of each development lot/site with the exception of 5% of the net proceeds which will then be tendered to NEDC at closing for NEDC's cash flow and carrying purposes.

- Appraisal:** Loan subject to acceptable appraisal to be performed by appraiser selected by Bank. Appraisal must conform to USPAP and FIRREA federal regulations and standards. Appraiser must be approved by Bank and the appraiser engaged by Bank.
- Environmental:** Phase One environmental report on proposed land to be received, reviewed, and accepted by Bank prior to funding if applicable. If applicable, a Phase Two environmental report will be ordered.
- Utilities:** Property must have City of Norman water and sewer together with on-site gas and electricity. This requirement will only be present when Phase 2 (\$6,000,000.00 development financing) is implemented.
- Survey:** An ALTA survey will be completed by certified surveyor prior to closing, including site plan of proposed structures.
- Guarantor(s):** N/A
- Collateral:** Bank- Title insured 1st mortgage and survey protection on the proposed property.
- Insurance:** N/A
- Depository Bank Services Agreement:** Borrower must maintain all deposit accounts related to the University North Park project at Bank during the term of the loan.
- Loan Documents:** The obligation of the Borrower will be evidenced by a Promissory Note, Security Agreement, Loan Agreement, Real Estate Mortgage, UCC Financing Statement, and such other documents and assurances as the Bank may request.
- Covenants:** The Borrower will furnish accountant prepared financial and operating statements on an annual basis within 90 days of year end. Furthermore, borrower will furnish annual tax returns within 15-days of filing date.
- Expenses:** The Borrower shall pay in advance, reimburse to the Bank or pay at closing (if applicable) all fees, expenses and charges associated with the contemplated loan and the pre approval due diligence performed by the Bank, including, but not limited to, the following:
- (a) Reasonable fees and expenses of legal counsel employed by the Bank in connection with the pre approval process (due diligence) of the Bank and the actual loan (if applicable), whether or not the loan actually closes.
 - (b) Cost of appraisal, survey, title insurance, environmental report(s), or any other necessary expense required by the Bank in association with the pre approval process (due diligence) of the Bank and the actual loan (if applicable), whether or not the loan actually closes.

**Opinion of
Borrower's
Counsel:**

If requested, an Opinion of Borrower's Counsel will be required respecting the lawful organization of Borrower as to applicable federal and state law, and the authority and legal capacity of representatives of the borrower to execute the Loan Documents together with such other matters as the bank and its legal counsel may reasonably require.

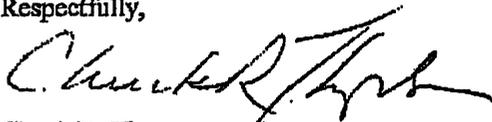
Other Requirements:

- (1) Proposed total loan amount shall not exceed 75% of the appraised value for the subject property.
- (2) Phase 1 total loan amount will be contingent upon total costs associated with the closing of the proposed loan coupled with the current purchase price of \$1,633,500.00.
- (3) The advance of \$6,000,000.00 (Phase 2) in development funding, either in phases or lump sum will be contingent upon the Borrower's ability to document or prove the potential cash flow available from the sale(s) of the building sites that are being developed. Documentation regarding the sale(s) of the sites must be in a form acceptable to the Bank. Furthermore, the advancement of funding for Phase 2 will also be contingent upon the Bank's ability to engage sufficient participant banks so that the total loan amount requested for the purchase and development of the subject property will not exceed the Bank's internal or external lending limits.
- (4) All development funding draws must be approved by the Bank on a controlled disbursement basis. More specifically, all draws must be documented with appropriate invoices and inspection reports before funds are deposited into Borrower's account.
- (5) All past, current and future documentation pertaining to the Purchase Contract between the Norman Economic Development Coalition, Inc. and the University North Park, LLC must be acceptable to the Bank.
- (6) Prior to funding the development portion of the proposed Loan, the Bank must receive sufficient clarification of intent concerning the Memorandum of Agreement dated 06/22/10 between University North Park, LLC and Norman Economic Development Coalition, Inc. that includes at this time, but may include more at a future date; Page 3, Section 4, Paragraph C that states that the "buildings constructed on the property must be at least 50% owner-occupied within 3-months after the date of substantial completion and/or issuance of a certificate of occupancy by the City of Norman, and the buildings must be at least 70% owner occupied within 3-years of same" and Page 4, Section 7 that states that "the parties agree that any mortgage or other liens placed upon the Property shall be expressly subordinate to the covenants, conditions and restrictions contained in the Agreement, and Buyer, its successors and assigns, shall execute and deliver upon demand by Seller or The University of Oklahoma Foundation, Inc. such further instruments to evidence the subordination of any mortgage or other liens".
- (7) As previously mentioned under the "Expenses" section of this term sheet, the Borrower will be responsible to the Bank for any and all expenses incurred that are associated with the pre approval due diligence work performed by the Bank and the actual loan closing, if applicable. More specifically, the

Borrower is responsible for any and all expenses incurred by the Bank to facilitate this loan request, whether or not this proposed credit facility actually closes.

Again, this letter is not intended to be all-inclusive regarding the details of the proposed transaction. The aforementioned parameters will be incorporated and included in any formal Loan Documentation. All terms indicated herein are contingent on approval and review of all third-party reporting and subject to any issue beyond the direct control of Bank. These terms are also contingent on the financial performance of the borrower being historically and on a pro forma basis adequate to service the total obligations of the borrower (including this proposed note). These terms are presented with the understanding that they will expire by July 15, 2010 if not accepted and acknowledged below. Should you have any questions, please feel free to call me, 659-3355.

Respectfully,



Chuck R. Thompson
President
Chief Executive Officer

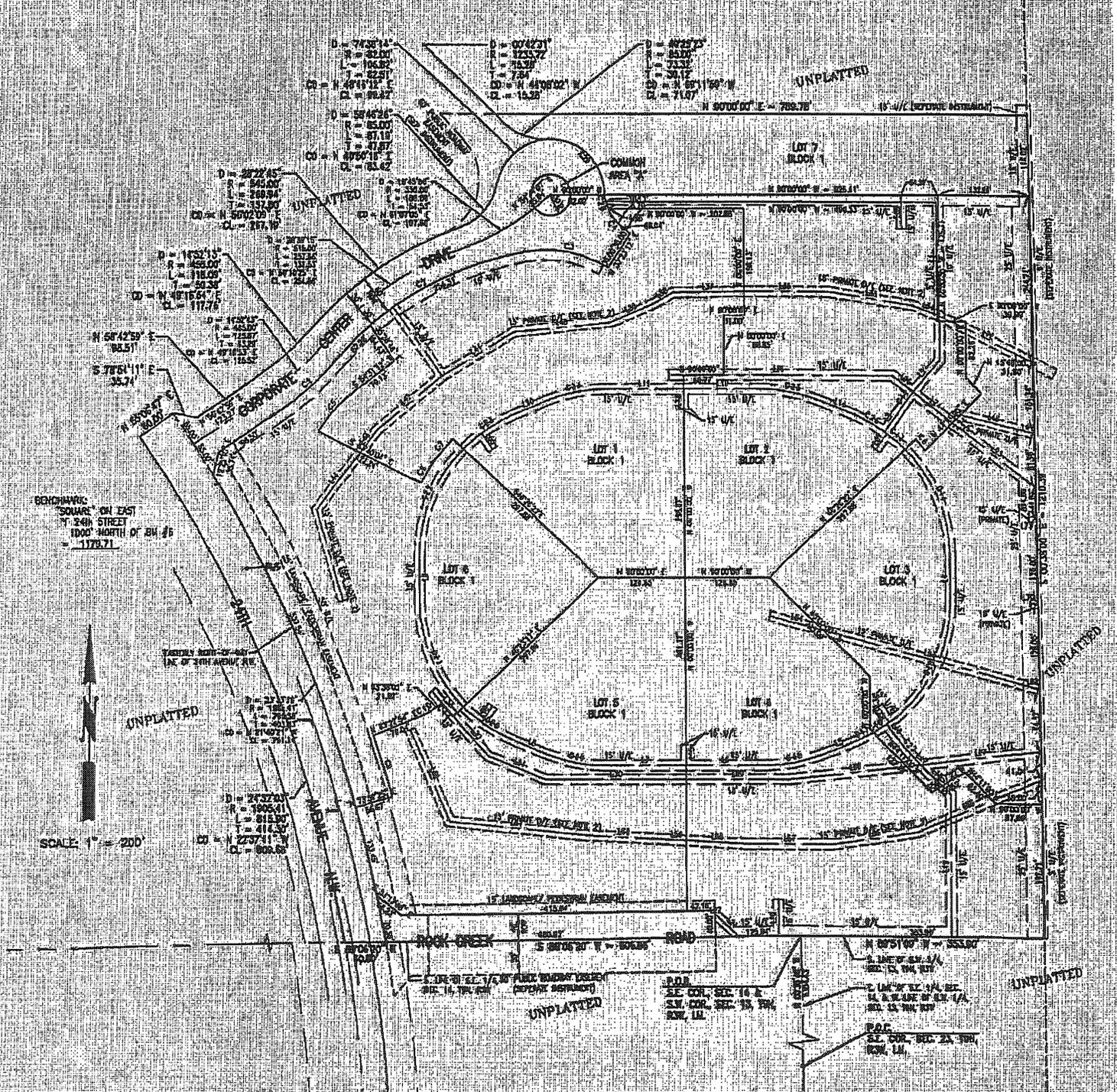
Acknowledged and agreed this 14 day of July 2010.

By: 

Don M. Wood, Executive Director
Norman Economic Development Coalition, Inc.

FINAL PLAT
UNIVERSITY NORTH PARK CORPORATE CENTER
ADDITION SECTION 1
 A PLANNED UNIT DEVELOPMENT

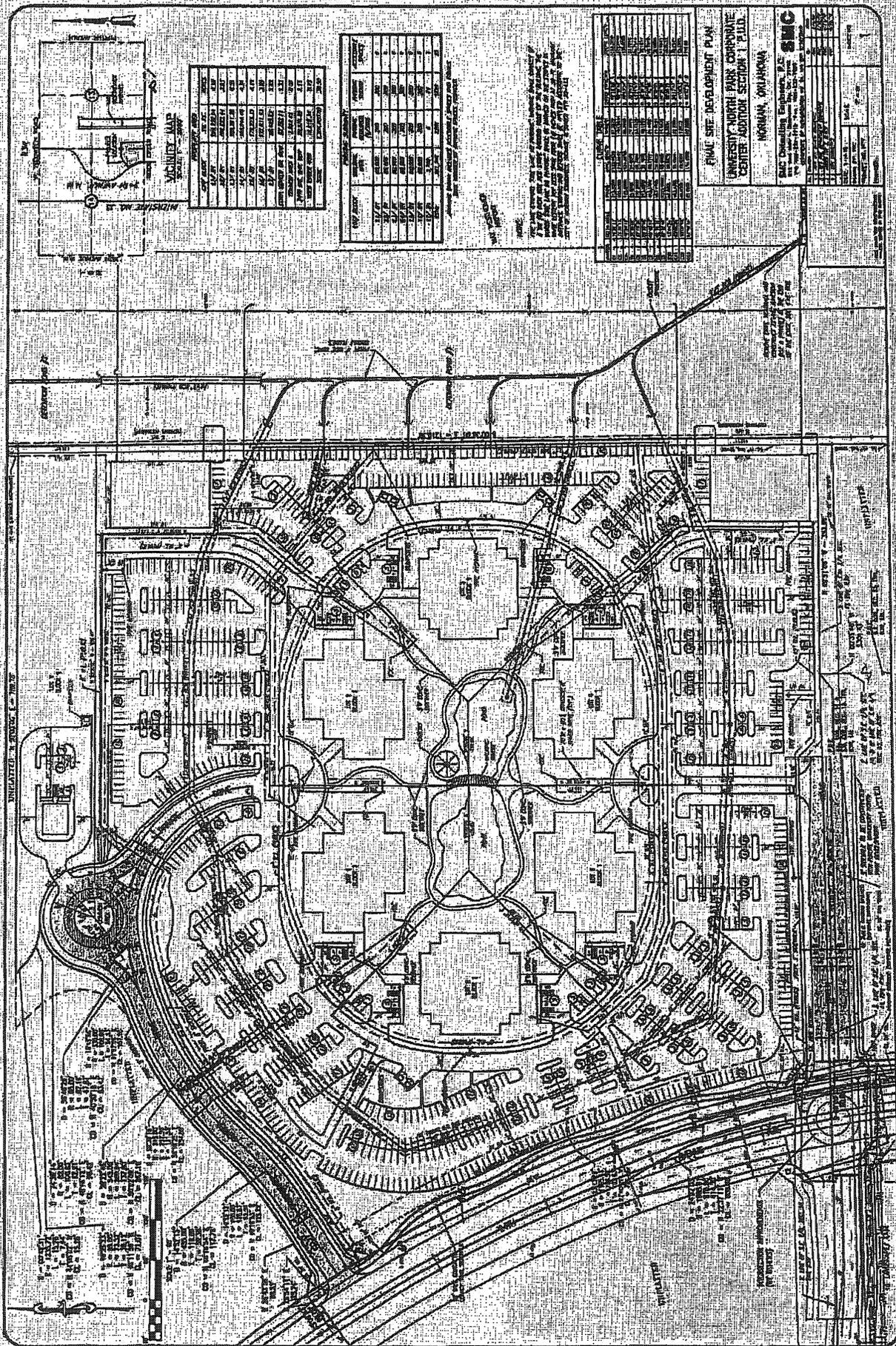
A PART OF THE S.E. 1/4 OF SEC. 14 AND THE S.W. 1/4 OF SECTION 13, T9N, R3W, 1.M.
 NORMAN, CLEVELAND COUNTY, OKLAHOMA

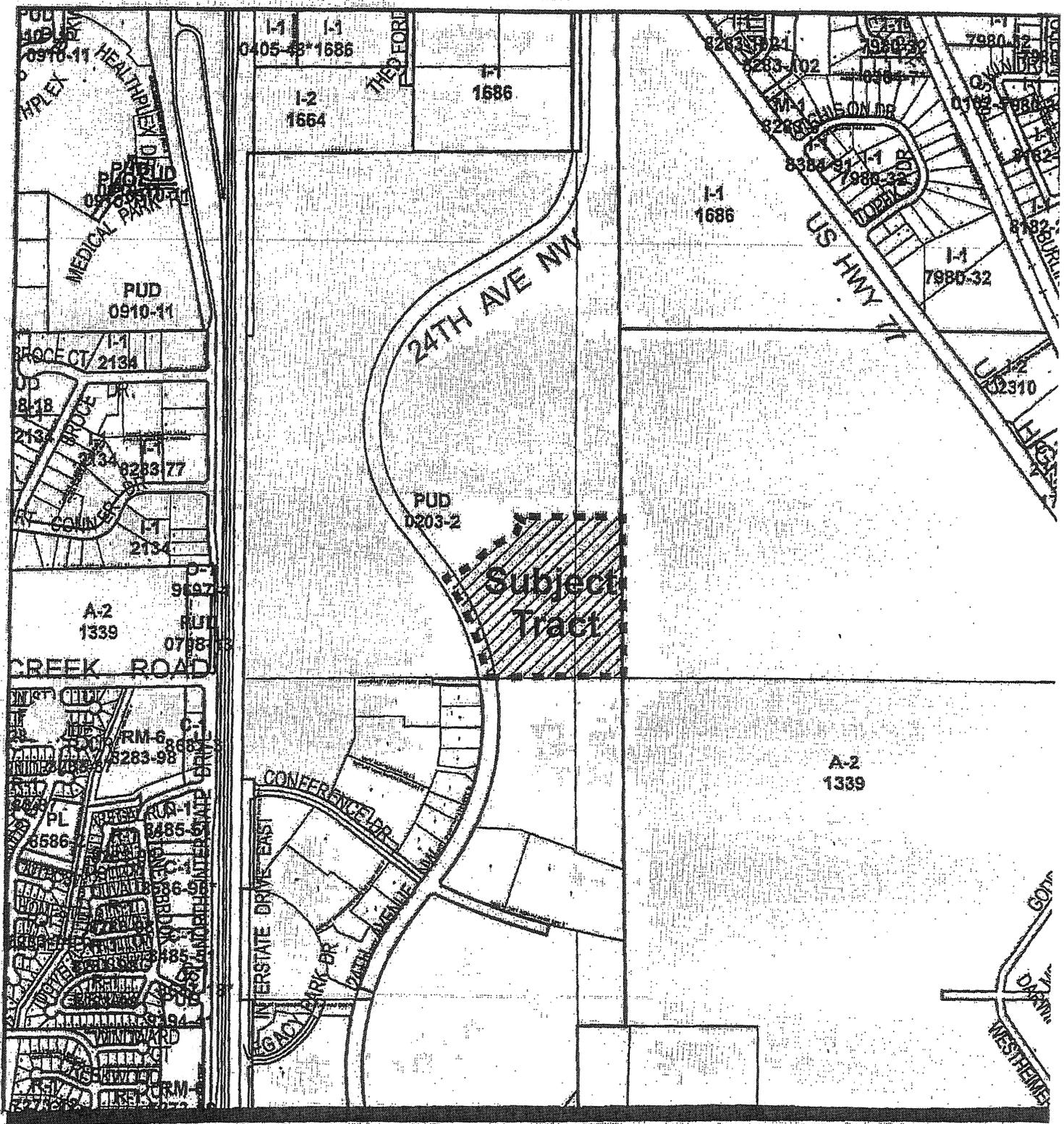


NOTES:

1. OPEN SPACE AREAS AND PRIVATE DRAINAGE EASEMENT AREAS WILL BE OWNED AND MAINTAINED BY MANDATORY PROPERTY OWNERS' ASSOCIATION.

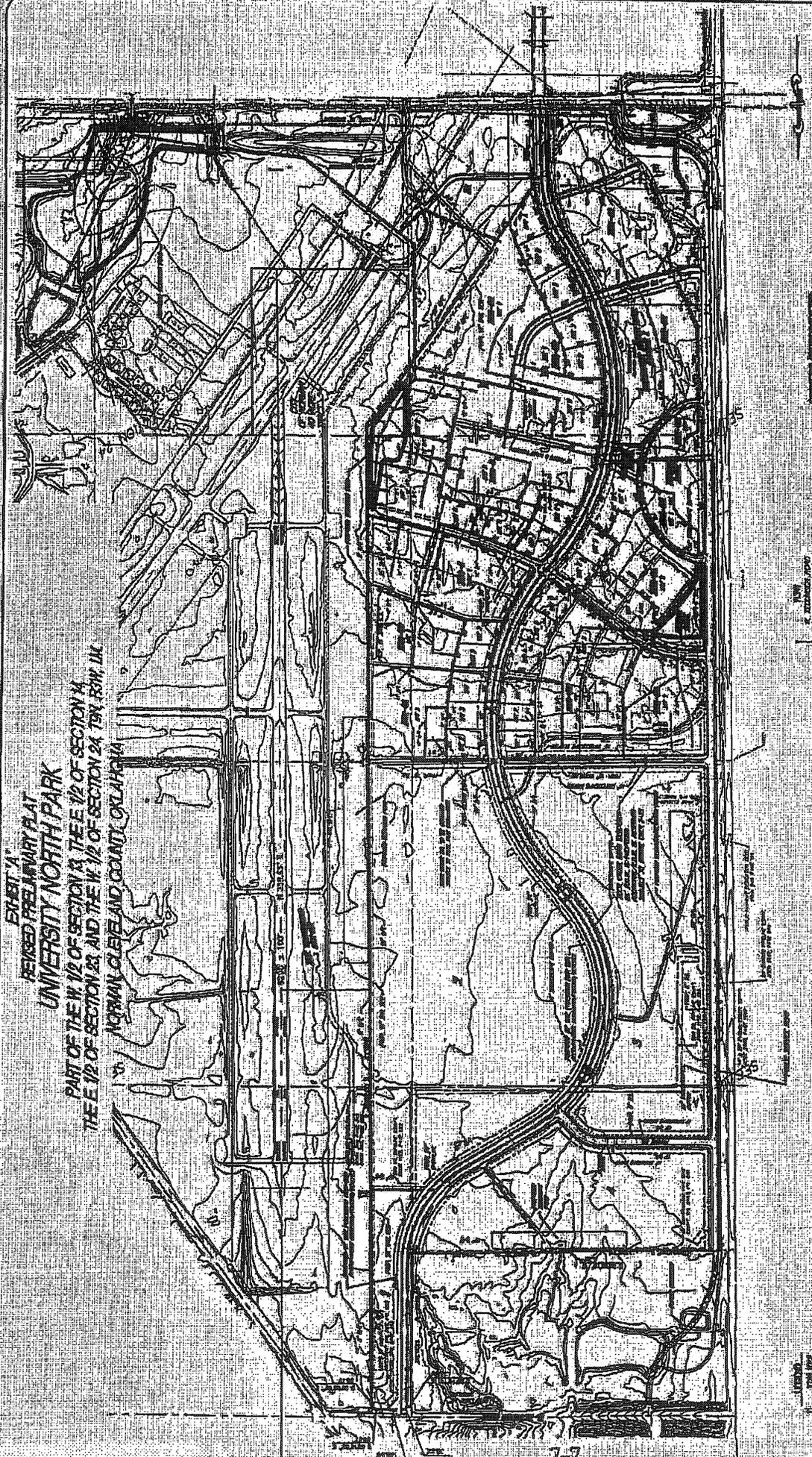
D/E = DRAINAGE EASEMENT
 SW/E = SIDEWALK EASEMENT
 PED/E = PEDESTRIAN EASEMENT
 U/A = LIMITS OF NO. ACCESS
 U/E = UTILITY EASEMENT
 B/L = BUILDING LINE
 -1000- = ADDRESS





FINAL PLAT - UNIVERSITY NORTH PARK CORPORATE CENTER ADDITION, SECTION 1, A Planned Unit Development (Reapproval)

OWNER/DEVELOPER: The University of Oklahoma Foundation, Inc.
ENGINEER: SMC Consulting Engineers, P.C.



SHEET 'A'
 REISED PRELIMINARY PLAN
 UNIVERSITY NORTH PARK
 PART OF THE W. 1/2 OF SECTION 13, THE E. 1/2 OF SECTION 14,
 THE E. 1/2 OF SECTION 23, AND THE W. 1/2 OF SECTION 24, T9N. R30W. 11E.
 NORMAN, CLEVELAND COUNTY, OKLAHOMA

Overall Dimensions



1/4" = 100'
 1/8" = 50'
 1/16" = 25'
 1/32" = 12.5'



CITY COUNCIL AGENDA SEPTEMBER 14, 2010

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

Item No. 44

File Number: R-1011-40

Introduced: 9/9/2010 by Kathryn Walker

Current Status: Non-Consent Items

Version: 1

Matter Type: Resolution

Title

RESOLUTION NO. R-1011-40: A RESOLUTION APPROVING THE INCURRENCE OF INDEBTEDNESS BY THE NORMAN TAX INCREMENT FINANCE AUTHORITY (THE "AUTHORITY") ISSUING ONE OR MORE SERIES OF ITS TAX INCREMENT REVENUE NOTES (COLLECTIVELY, THE "TIF NOTES"); APPROVING THE INCURRENCE OF INDEBTEDNESS BY THE AUTHORITY ISSUING ONE OR MORE SERIES OF ITS ECONOMIC DEVELOPMENT REVENUE NOTES (COLLECTIVELY, THE "DEVELOPMENT NOTES"); WAIVING COMPETITIVE BIDDING WITH RESPECT TO THE SALE OF SAID TIF NOTES AND SAID DEVELOPMENT NOTES AND APPROVING THE PROCEEDINGS OF THE AUTHORITY PERTAINING TO THE SALE OF SAID TIF NOTES AND SAID DEVELOPMENT NOTES; PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE INDENTURES AUTHORIZING THE ISSUANCE OF SAID TIF NOTES AND SAID DEVELOPMENT NOTES; APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT TO REMIT FUNDS AND SECURITY AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA (THE "CITY") AND THE AUTHORITY PERTAINING TO THE PLEDGE OF CERTAIN SALES TAX INCREMENT REVENUES AND AD VALOREM TAX INCREMENT REVENUES TO THE REPAYMENT OF THE TIF NOTES; APPROVING AND AUTHORIZING EXECUTION OF ONE OR MORE SECURITY AGREEMENTS PERTAINING TO THE REPAYMENT OF THE DEVELOPMENT NOTES; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1011-40.

ACTION TAKEN: _____

Body

Council met on August 10, 2010 and September 7, 2010 to discuss the Economic Development component of the University North Park Tax Increment Finance District. Council specifically discussed R-1011-40 authorizing indebtedness for UNP economic development purposes. The proposed resolution contemplates a debt authorization agreement consistent with the UNP Project Plan, the Master Development Agreement and Development Agreement No. 4. The maximum debt that can be authorized using UNP TIF Economic Development Revenues as a repayment source is \$8.25 million.

The resolution also authorizes non-tax apportionment debt in the amount of \$8.25 million that would be repaid out of matching funds and other development revenues provided by the State. More detailed information can be found in the attached memorandum.



office memorandum

DATE: September 8, 2010

TO: Honorable Mayor and Council Members
Honorable Trustees of the Norman Tax Increment Finance Authority

THROUGH: Jeff H. Bryant, City Attorney

FROM: Kathryn L. Walker, Assistant City Attorney II

RE: AGENDA ITEM – University North Park TIF – Economic Development Agreement – Contract No. K-1011-75;

Resolution R-1011- 39 – Concurring in NEDC land purchase and providing UNP TIF ED Revenue as credit enhancement;

Resolutions R-1011-40 & R-1011-41 – City and NTIFA Authorization of Indebtedness for UNP Economic Development purposes consistent with specified parameters.

Background

Council approved the University North Park TIF Project Plan on May 23, 2006. The Project Plan called for Traffic and Roadway Improvements, a Hotel Conference Center, a retail-based Lifestyle Center, Legacy Park, and an Economic Development component that would foster special employment opportunities in Norman. The land area that includes the UNP TIF Project boundary was designated by the Oklahoma Department of Commerce in 1992 as an Enterprise Zone. By virtue of the Enterprise Zone designation, the UNP TIF Project qualified for a Tax Increment Financing District under the Local Development Act.

While the Lifestyle Center was not scheduled to occur until 2016 under the Project Plan, significant progress on other components of the UNP TIF have occurred, including: the opening of the Embassy Suites Hotel / Conference Center; development of a supporting retail center on the west side of 24th Avenue; final design of Legacy Park; traffic and roadway improvements that include four intersections, interstate drive improvements, and construction of the Rock Creek Overpass of I-35.

The Economic Development component of the UNP TIF outlined in the Project Plan provides for \$8.25 million in funding to foster special employment opportunities. The Master Development Agreement further refined this focus by identifying sixty (60) acres of land that could be purchased by the Norman Economic Development Coalition at discounted prices in an effort to provide some incentive tools for courting future employers of new employees to Norman that meet the criteria of the Oklahoma Quality Jobs Act. Under the Master Development Agreement another forty (40) acres at market prices is also available for the same purpose.

A final plat was approved by City Council in April of 2008 for the development of the University North Park Corporate Center consisting of twenty-eight (28) acres of land that would provide for six lots for development of high quality office space to be

utilized by future employers. A revised Final Plat for the University North Park Corporate Center was approved by City Council in June 2010 that increased the size of the development to thirty (30) acres.

The City Council approved Development Agreement No. 4 in September of 2008 and, acting as the Norman Tax Increment Finance Authority, approved a Tax Increment Revenue Note of up to \$14,560,000 in June, 2009. When the Revenue Note was approved, a portion of the UNP TIF Revenue Stream was specifically identified and reserved to support UNP TIF Economic Development efforts. Ten percent (10%) of the UNP Retail Sales Tax apportionment, 50% of the ad valorem revenues from property acquired by NEDC, and any approved Economic Development Sales Tax Increment (an additional apportionment of sales tax tied to New Quality Jobs payrolls upon Council approval) were all excluded from the pledge supporting the Revenue Note in order to provide a revenue stream to implement future Economic Development portions of the Project Plan.

The items coming before City Council now are steps toward implementing the Economic Development portion of the UNP Project Plan, utilizing the UNP Economic Development Revenue Stream. The first item is the UNP TIF Economic Development Agreement that provides the structure by which future economic development activities by NEDC in the UNP TIF will occur. The second item focuses on the purchase by NEDC from UNP, LLC (a wholly owned subsidiary of the OU Foundation) of the thirty (30) acres that has been platted as the University North Park Corporate Center, utilizing a portion of the UNP TIF economic development revenue stream as a credit enhancement to allow the loan to be commercially acceptable. This credit enhancement pledge of an estimated \$800,000 only involves accumulated revenues and revenues that are projected to accumulate during the current fiscal year, and does not require an authorization to issue indebtedness.

The third and fourth items relate to providing authorizations to issue indebtedness by the City and the Norman Tax Increment Finance Authority (NTIFA), to allow the borrowing of up to \$16.5 million using the UNP TIF economic development revenue stream as the source of payment or collateralization. This authorization will allow steps to be taken to ensure flexibility to move quickly provided an appropriate project involving a qualified employer is presented to NEDC and ultimately the NTIFA. Although the debt limits and parameters are identified in the Resolution, no draws on this debt authorization will occur and no Economic Development Sales Tax increments will be provided until the NTIFA has reviewed and approved a specific project that it feels meets the goals of the Economic Development portion of the UNP Project Plan.

A Council subcommittee has been updated several times since November 2009 regarding progress toward the purchase by NEDC of the thirty (30) acre tract. Council was updated at the Council Conference held August 10, 2010 of the structure of and the City's role in providing credit enhancement for the purchase. Following that direction, Council was again updated at a Study Session held September 7, 2010, of the proposed purchase and the documents to be presented to City Council for consideration at this time.

Discussion

UNP Economic Development Agreement. The purpose of the proposed University North Park Economic Development Agreement is to implement the economic development provisions of the Norman University North Park Project Plan, the Master Operating and Development Agreement, and Development Agreement No. 4 in order to provide and foster quality employment opportunities by attracting, expanding, and retaining enterprises deemed desirable to the future of Norman.

The proposed University North Park Economic Development Agreement will have as parties the Norman Economic Development Coalition, an Oklahoma not-for-profit corporation (NEDC), the City of Norman, the Norman Tax Increment Finance Authority, University North Park, LLC, University Town Center, LLC, and University of Oklahoma Foundation, Inc.

The proposed University North Park Economic Development Agreement will provide a framework and effective implementation mechanism for individual economic development agreements with businesses locating in University North Park. NEDC will be responsible for carrying out the economic development activities authorized by the Project Plan. NEDC will enter into development agreements with business enterprises deemed appropriate and desirable to achieve the objectives of the Project Plan and to attract, nourish, and sustain quality employment opportunities in University North Park that benefit the City of Norman. NEDC will:

1. Enter into development agreements in accordance with the provisions of the Project Plan, the University North Park Economic Development Agreement, and the provisions of the Oklahoma Local Development Act;
2. Acquire and develop properties in accordance with the provisions of the University North Park Economic Development Agreement;
3. Enter into necessary and appropriate financing agreements to carry out its responsibilities utilizing pledged economic development tax increment revenues and state local government matching payments pursuant to the Oklahoma Local Development and Enterprise Zone Incentive Leverage Act, if any; and
4. Provide quarterly and annual reports to the City of Norman and the other parties to the University North Park Economic Development Agreement regarding the performance of its obligations.

In support of the economic development activities, the City of Norman will:

1. Authorize the expenditure of economic development project costs by NEDC in an amount not to exceed \$8,250,000, consistent with the Project Plan;
2. Implement the Economic Development Sales Tax Increment provisions of the Project Plan when New Quality Jobs are recruited to the UNP TIF Project;
3. Authorize the issuance of indebtedness by the Norman Tax Increment Finance Authority in an amount not to exceed \$8,250,000 in tax apportionment debt, and

up to \$8,250,000 in other indebtedness, totaling \$16,500,000 in combined debt (the non tax apportionment debt in the amount of \$8,250,000 contemplates debt incurred for project costs to be repaid out of matching funds and other development revenues; it does not contemplate placing any additional liability upon the City, and is a limited revenue obligation); and

4. Approve and submit, where appropriate, applications for state local government matching funds pursuant to the Oklahoma Local Development and Enterprise Zone Incentive Leverage Act.

University North Park will transfer and convey property from time to time to NEDC in order to carry out the economic development provisions of the Project Plan and the University North Park Economic Development Agreement. The property transfer provisions contained in prior agreements are incorporated into the University North Park Economic Development Agreement.

University Town Center and the University of Oklahoma Foundation will cooperate and support the implementation activities of NEDC in carrying out the provisions and achieving the objectives of the University North Park Economic Development Agreement. The Norman Tax Increment Finance Authority, pursuant to authorization and direction by the City, will pledge and pay to NEDC the tax increments available to pay economic development project costs, which consist of an estimated ten percent (10%) of the Retail Sales Tax Increment (it being understood that an estimated fifty percent (50%) is allocated to other project costs and an estimated forty percent (40%) is allocated to the City), the ad valorem tax increment generated by the economic development tract (*i.e.*, the properties acquired by NEDC), and one hundred percent (100%) of the Economic Development Sales Tax Increment.

The UNP Economic Development Agreement provides a framework and empowerments that will allow NEDC to act quickly and responsibly when recruiting a potential employer that will bring new Quality Jobs to Norman consistent with the goals of this component of the UNP TIF Project. Under the Agreement, NEDC will need to negotiate agreements with potential users that will ultimately need to be approved by NTIFA for implementation. The proposed UNP Economic Development Agreement blends a valuable set of state authorizations with local, creative project implementation.

Resolution No. R-1011-39 – Concurring in NEDC land purchase and providing UNP TIF ED Revenue as credit enhancement. With approval of the UNP Economic Development Agreement, the first action in accordance with the Agreement is to use accumulated UNP TIF Economic Development Revenues to assist the Norman Economic Development Coalition (NEDC) with the purchase of the first UNP Economic Development tract from the UNP, LLC. As described above, the platted thirty (30) acre tract that is the University North Park Corporate Center will be the first parcel of economic development land purchased in the TIF in accordance with the Project Plan and the Master Development Agreement. The Land is being purchased for the discounted price of \$1.25 per square foot or \$1,633,500. Purchasing this land at a discounted price will give NEDC a valuable tool as it works toward providing incentives to attract potential new Quality Jobs employers to the UNP TIF District.

The Purchase and Sale Agreement was originally negotiated between NEDC and UNP, LLC in September of 2008. Although NEDC felt fairly confident with one lot sale in the project, the second lot sale to make the project economically feasible did not materialize after the nationwide economic downturn in 2008. There have been a series of extensions granted for the Purchase and Sale Agreement with the latest extension due to expire on September 30, 2010.

Even though the second lot sale has not materialized, Republic Bank of Norman has offered to extend financing to NEDC to make the land purchase. The term sheet for the loan has been previously provided to Council, but essentially involves a three year loan, at a 6% rate. Payments will be interest only, with the full principal of the loan due at the end of the term. An advance on the infrastructure costs will require two lot sales. Republic Bank, although coordinating the transaction, would also like to offer participation to other local banking institutions in both the land purchase loan as well as the infrastructure loan when progress toward that work becomes timely.

Because NEDC does not have an independent revenue stream to pledge to securitize this land acquisition and land development loan, the City and the NTIFA have been asked to provide a pledge of the UNP TIF Economic Development Revenue Stream as a credit enhancement for the loan. The pledge will be for an estimated \$800,000. This amount represents UNP TIF ED Revenues that have accumulated since the first financing in June of 2009 and UNP TIF ED Revenues that are anticipated to accumulate during the current fiscal year ending June 30, 2011. Because the pledge consists of accumulated revenues or those that will accumulate during the current fiscal year, this pledge would not be classified as a debt financing. Pledged revenues may be used to make semi-annual interest payments or credited toward loan principal repayment should NEDC not be able to achieve the anticipated two lot sales or develop the property over the next three years. As noted by the NEDC Executive Director at the Council Study Session on September 7th, it is the intent of NEDC to move the project forward quickly and have the project stand on its own, without a need to use UNP TIF ED Revenues for interest payments. Should interest or principal payments be necessary from pledged UNP TIF ED Revenues, then NEDC intends to reimburse these costs, unless the City agrees otherwise at a later date.

Resolution No. R-0111-39 concurs in the NEDC land purchase from the UNP, LLC, and authorizes the pledge of accumulated UNP TIF ED Revenues and UNP TIF ED Revenues to be accumulated during this fiscal year, but not to exceed \$800,000. An account control agreement for these funds, similar to the one executed with the Bank of Oklahoma in the 2009 Revenue Note will be prepared for either Republic Bank or a separate Trustee Bank. The City Manager, upon advice of the City Attorney, will be authorized to execute the account control agreement and other implementing documents, as needed.

Resolutions R-0111-40 & R-0111-41 – City and NTIFA Authorization of Indebtedness for UNP Economic Development purposes consistent with specified parameters. As discussed in the City Council Study Session on September 7, 2010, the Economic Development Agreement contemplates a debt authorization consistent with the Project Plan, Master Development Agreement, and Development Agreement No. 4. The maximum debt that can be authorized under the Project Plan using UNP TIF ED Revenues as a repayment source is \$8.25 million.

The revenue streams identified in the documents to repay such a debt include: (a) an estimated 10% of the UNP TIF Retail Sales Tax Increment (understanding that an estimated 50% goes to fund other Project Costs and an estimated 40% goes to the City's General Fund); (b) the UNP TIF *ad valorem* Increment from land acquired by NEDC (understanding that 50% goes to the taxing entities, and 50% goes to economic development project costs); and (c) 100% of any approved Economic Development Sales Tax Increment (that portion of additional sales taxes generated by the creation of new Quality Jobs in the District, as approved by the City Council). Since NEDC has yet to acquire any land in the UNP TIF District that has been placed on property tax rolls, there has been no *ad valorem* revenue stream generated in this category. Since new Quality Jobs in the District are yet to be created, no Economic Development Sales Tax Increment has been generated. However, the estimated 10% of the UNP TIF Retail Sales Tax Increment is identifiable and is currently accumulating at about \$31,500 per month.

Identification of reliable revenue streams to support a commercially reasonable loan is critical to any UNP TIF-based debt financing. If the revenue stream does not support the loan, then the loan will not be made. This is mentioned to assure Council that, although Resolutions R-0111-40 and R-0111-41 seek authorization to allow debt financing, this authorization is only a step in the process that will allow NEDC to act quickly to recruit a new Quality Jobs employer *provided the revenue streams support a financing* that may be needed to provide an incentive to the employer. The potential incentive may take on a variety of forms depending on the needs and interests of the potential employer and will not be solidified until NTIFA approval of a separate economic development agreement with NEDC, the City, and the potential employer has been achieved.

NEDC has reported its efforts to attract a new Quality Jobs employer to the UNP TIF Project include a privately held local company that has been in business for over 40 years and provides training services worldwide. Forty (40) employees are currently employed at their existing Norman location at an average annual salary of \$50,000 plus benefits. The company is considering constructing a 50,000 square foot facility that will serve as a training/classroom facility with executive offices. Additionally they plan to relocate any company acquisitions to this new Norman facility. They anticipate closing on the UNPCC site by the end of 2010 and will submit a letter of intent by the end of this month. Having this company locate in the University North Park Corporate Center would solidify their base in Norman thereby retaining the existing jobs with the prospect of job creation long term.

The second prospect is a national retailer that has conducted a nationwide search for a community to relocate their corporate support operations such as accounting, human resources, purchasing, and marketing. They are seeking a central U.S. location that can provide the necessary workforce with an affordable cost of doing business. The company is considering the construction of a corporately-owned facility in the University North Park Corporate Center for 600 employees with an average annual salary of \$50,000 plus benefits. The initial community search started with 48 communities, and over time Norman was recently reported as one of the top two finalists. The company anticipates making a final site selection by the end of September 2010. If Norman is chosen, then approximately 600 new jobs will be created yielding new payrolls to the community in excess of \$30 million per year. Both of these two prospects reported by NEDC would fit the criteria of the State

Quality Jobs program and the goal of the Economic Development component of the UNP TIF Project Plan. The Council/NTIFA could consider separate Development Agreements with one or both potential employer to effectuate some or all of the incentives contemplated in these Resolutions.

The Resolutions also authorize non tax apportionment debt in the amount of \$8,250,000. This provision contemplates debt incurred for project costs to be repaid out of matching funds and other development revenues. It is a limited revenue obligation and does not place any additional liability upon the City. This provision recognizes that there may be an identifiable revenue stream from land sales, lease revenues, or matching state funds upon which a financing may be based, provided a lending institution is comfortable with the identified revenue stream.

Matching funds, if any, provided by the State pursuant to the Oklahoma Local Development and Enterprise Zone Incentive Leverage Act, 62 O.S. §840, *et seq.* (Leverage Act), and proceeds from the sale and/or lease of land by NEDC to prospective employers locating within the Economic Development Tract would be pledged to repay this \$8,250,000. The matching funds, if any, will be pursuant to the Leverage Act. The Leverage Act allows the State to match local sales tax increments used to pay project costs in a project established by a city, town, or county in an enterprise zone pursuant to the Local Development Act. Application of the Leverage Act is narrowly tailored and would apply only to the non-retail economic development activities, such that the only sales tax increments that may qualify for matching would be the Economic Development Sales Tax Increment. State participation must be revenue neutral to the State, so the calculated benefits must be new to the State to be considered for matching payments.

The authorization for the debt financing sets important parameters. First the maximum UNP TIF Funded debt is \$8.25 million, consistent with the Project Plan. In addition, another \$8.25 million dollars is authorized to be repaid from non tax apportioned revenue stream, as noted above. This sets the maximum amount of debt that can be authorized, provided a sufficient revenue stream can be identified to ensure a potential lender is willing to make the loan. The maximum interest rate authorized under the Resolutions is eight percent (8%) per annum. The maximum time period for which this authorization is effective is through the end of the current fiscal year (June 30, 2011) at which time it would be subject to reauthorization. Any actual draws on this authorization will require the identification of a lender, solidifying the revenue stream to be pledged to secure and repay a particular note, and NTIFA approval of a separate development agreement that will outline the responsibilities of the potential future employer in the NEDC Corporate Center or other later acquired ED Property.

Recommendation

It is recommended that the attached Economic Development Agreement and Resolution R-0111-39 concurring in the NEDC loan for land purchase and authorizing the pledge of UNP TIF ED Revenues to provide credit enhancement for that loan be approved.

In addition, it is recommended that Resolution R-0111-40 by the City and Resolution R-0011-41 by the NTIFA be approved authorizing up to \$16.5 million in debt issuance, assuming the parameters in the authorization are met, including identifying a revenue stream,

identifying a lender, and achieving NTIFA approval of a separate development agreement between NEDC and an potential employer, prior to a draw on the authorization.

This debt authorization will move NEDC and the City closer to being able to utilize employer recruitment tools contemplated by the UNP TIF Project Plan, while still requiring Council approval of an agreement with each individual user that seeks to bring Quality Jobs to Norman. The acquisition of the land in the NEDC Corporate Center and the first step in utilizing the UNP Project Plan Economic Development component will demonstrate the City's commitment to that portion of the Project Plan. This commitment is expected to assist NEDC in its New Quality Job employer recruitment efforts. The Staff, representative of NEDC, representative of banking institution assisting in this effort, and special legal Counsel will be available at the meeting if you have additional questions or concerns.

Reviewed by: Steve Lewis, City Manager
Anthony Francisco, Finance Director
Don Wood, Executive Director of NEDC
Allan Brooks / Nate Ellis, Special Counsel
Dan Bachelor / Emily Pomeroy, Special Counsel

R-1011-40
Resolution

A RESOLUTION APPROVING THE INCURRENCE OF INDEBTEDNESS BY THE NORMAN TAX INCREMENT FINANCE AUTHORITY (THE "AUTHORITY") ISSUING ONE OR MORE SERIES OF ITS TAX INCREMENT REVENUE NOTES (COLLECTIVELY, THE "TIF NOTES"); APPROVING THE INCURRENCE OF INDEBTEDNESS BY THE AUTHORITY ISSUING ONE OR MORE SERIES OF ITS ECONOMIC DEVELOPMENT REVENUE NOTES (COLLECTIVELY, THE "DEVELOPMENT NOTES"); WAIVING COMPETITIVE BIDDING WITH RESPECT TO THE SALE OF SAID TIF NOTES AND SAID DEVELOPMENT NOTES AND APPROVING THE PROCEEDINGS OF THE AUTHORITY PERTAINING TO THE SALE OF SAID TIF NOTES AND SAID DEVELOPMENT NOTES; PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE INDENTURES AUTHORIZING THE ISSUANCE OF SAID TIF NOTES AND SAID DEVELOPMENT NOTES; APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT TO REMIT FUNDS AND SECURITY AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA (THE "CITY") AND THE AUTHORITY PERTAINING TO THE PLEDGE OF CERTAIN SALES TAX INCREMENT REVENUES AND AD VALOREM TAX INCREMENT REVENUES TO THE REPAYMENT OF THE TIF NOTES; APPROVING AND AUTHORIZING EXECUTION OF ONE OR MORE SECURITY AGREEMENTS PERTAINING TO THE REPAYMENT OF THE DEVELOPMENT NOTES; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Norman Tax Increment Finance Authority (the "Authority") has been created by a Trust Indenture dated July 11, 2006, for the use and benefit of The City of Norman, Oklahoma (the "City"), under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2001, Sections 176 to 180.4, inclusive, as amended and supplemented (the "Act"), the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma; and

WHEREAS, the City has adopted and approved the Norman University North Park Project Plan, as amended (the "Project Plan") by Ordinance No. O-0506-66 on May 23, 2006, as amended by Ordinance No. O-0809-8 on August 26, 2008 (collectively, the "TIF Ordinance"), pursuant to the Oklahoma Local Development Act, Title 62, Oklahoma Statutes, Section 850, *et seq.* as amended (the "Local Development Act"); and

WHEREAS, the City, by virtue of the TIF Ordinance, has created Increment District No. 2, City of Norman (the "Increment District"), pursuant to the Local Development Act; and

WHEREAS, the City, University Town Center, LLC, an Oklahoma limited liability company (the "UTC"), and University North Park, LLC, an Oklahoma limited liability company

(“UNP”), which is a wholly-owned subsidiary of the University of Oklahoma Foundation, Inc., an Oklahoma not-for-profit corporation (the “OU Foundation”), have heretofore entered into the Master Operating and Development Agreement dated as of August 22, 2006 (the “Master Agreement”), for the purpose of providing a framework for the development of University North Park (as defined in the Master Agreement); and

WHEREAS, acting pursuant to the Master Agreement, the City has agreed, on terms set forth in Development Agreements (as defined in the Master Agreement), to fund or cause to be available for funding certain Project Costs (as defined in the Master Agreement), including but not limited to: Initial Project Activity Costs, Legacy Park Project Costs, Economic Development Project Costs, Traffic and Roadway Improvements Project Costs, Conference Center and Cultural Facilities Project Costs, and Lifestyle Center Project Costs (each as defined in the Master Agreement and as may be more thoroughly described in the Development Agreements); and

WHEREAS, the Authority, the City, UTC, UNP, the OU Foundation, and the Norman Economic Development Coalition (“NEDC”) have heretofore entered into the University North Park Economic Development Agreement dated as of September 14, 2010 (the “Economic Development Agreement”), for the purpose of providing financing commitments and approvals for the economic development component of the Norman University North Park Project; and

WHEREAS, acting pursuant to the Economic Development Agreement, the City has determined that it is advantageous to approve the issuance of certain obligations by the Authority in support of the accomplishment of the economic development component of the Norman University North Park Project; and

WHEREAS, the Authority, acting on behalf of the City pursuant to Article X, Section 6C of the Oklahoma Constitution and the Oklahoma Local Development Act, Title 62, Oklahoma Statutes 2001, Section 850 *et seq.*, as amended, has been designated as a public trust authorized and directed to assist in the financing and implementation of the Project and Project Plan, and is authorized to pledge the available apportioned tax increments from the Increment District to the payment of the TIF Notes (as defined herein); and

WHEREAS, NEDC has agreed to purchase the TIF Notes (as defined herein) and the Development Notes (as defined herein) directly or through a designated entity on behalf of NEDC (each of whom shall be referred to herein as a “Purchaser”) pursuant to the terms set forth herein in order to facilitate the accomplishment of the Economic Development Project Costs and other economic development projects in the Project Area (as defined in the Project Plan); and

WHEREAS, NEDC shall enter into additional economic development agreements (the “NEDC Agreements”) with respect to portions of the Economic Development Tract in order to stimulate development of sites that will provide for economic development activities that focus on attracting, expanding, and retaining enterprises that offer the community of Norman quality employment opportunities in accordance with the Economic Development Agreement and the Project Plan; and

WHEREAS the City desires for this Resolution to formally express its intent to support the successful accomplishment of the economic development component of the Norman University North Park Project; and

WHEREAS, proceeds of the TIF Notes and/or the Development Notes shall not be made available for a specific project until the Authority grants concurrence in a respective NEDC Agreement.

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

SECTION 1. INDEBTEDNESS AUTHORIZED.

(a) The Authority is hereby authorized to incur an indebtedness by the issuance of one or more series of its Tax Increment Revenue Notes, for and on behalf of the City, in an aggregate principal amount of not to exceed \$8,250,000 (collectively, the "TIF Notes"), according to the terms and conditions of a General Bond Indenture, as supplemented and amended by one or more Series Supplemental Note Indentures (collectively, the "TIF Indenture"), each by and between the Authority and a designated trustee bank, provided that said TIF Notes shall never constitute a debt of the City.

(b) The Authority is hereby authorized to incur an indebtedness by the issuance of one or more series of its Economic Development Revenue Notes, for and on behalf of the City, in an aggregate principal amount of not to exceed \$8,250,000 (collectively, the "Development Notes"), according to the terms and conditions of a General Bond Indenture, as supplemented and amended by one or more Series Supplemental Note Indentures (collectively, the "Development Indenture"), each by and between the Authority and a designated trustee bank, provided that said Development Notes shall never constitute a debt of the City.

(c) The authorization of the Authority to issue the TIF Notes and the Development Notes shall automatically expire after June 30, 2011; provided, however, this authorization may be revoked at any time by majority vote of the governing body of the City. Notwithstanding the forgoing or the provisions of Section 2, it is the intent of the City that this Resolution shall be renewed for additional one (1) year periods on an annual basis until successful accomplishment of the economic development component of the Norman University North Park Project.

SECTION 2. WAIVING COMPETITIVE BIDDING; APPROVAL OF SALE PROCEEDINGS.

(a) Competitive bidding on the sale of the TIF Notes is hereby expressly waived and the TIF Notes are authorized to be sold by the Authority to a Purchaser, at a price of par; provided, however, the authorization to issue the TIF Notes and the waiver of competitive bidding shall automatically expire after June 30, 2011; and provided further, this authorization and waiver may be revoked at any time by majority vote of the governing body of the City.

(b) Competitive bidding on the sale of the Development Notes is hereby expressly waived and the Development Notes are authorized to be sold by the Authority to a Purchaser, at a

price of par; provided, however, the authorization to issue the Development Notes and the waiver of competitive bidding shall automatically expire after June 30, 2011; and provided further, this authorization and waiver may be revoked at any time by majority vote of the governing body of the City.

SECTION 3. ORGANIZATIONAL DOCUMENT SUBJECT TO INDENTURES. The organizational document creating the Authority is hereby made subject to the terms of the TIF Indenture and the Development Indenture authorizing the issuance and securing the payment of the TIF Notes and the Development Notes, respectively, as more fully described in Section 1 hereof.

SECTION 4. SECURITY AGREEMENTS.

(a) The City hereby approves and authorizes the execution of an Agreement to Remit Funds and Security Agreement between the City and the Authority (the “TIF Security Agreement”), which TIF Security Agreement pertains to a pledge of certain sales tax increment revenue and ad valorem tax increment revenue as security for the TIF Notes, including specifically ten percent (10%) of the Retail Sales Tax Increment (as defined in the Economic Development Agreement), the portion of the Ad Valorem Tax Increment generated by the Economic Development Tract (as defined in the Economic Development Agreement), and one hundred percent (100%) of the Economic Development Sales Tax Increment (as defined in the Economic Development Agreement).

(b) The City hereby approves and authorizes the execution of one or more security agreements by and among the City and/or the Authority and/or other appropriate parties (collectively, the “Development Security Agreements”), which Development Security Agreements shall pertain to a pledge of certain revenue derived from state local government matching payments, if any, pursuant to the Oklahoma Local Development and Enterprise Zone Incentive Leverage Act, 62 O.S. §840, *et seq.*, along with other available project revenues, as security for the Development Notes.

SECTION 5. AUTHORIZING EXECUTION. The Mayor or Mayor Pro Tem and City Clerk or Deputy City Clerk of the City representing the City at the closing of the above-referenced note issue are hereby authorized to execute and deliver from time to time on behalf of the City any and all certifications and documentation necessary or attendant to the delivery of the TIF Notes and the Development Notes, as directed by Bond Counsel and are further authorized to approve and make any changes to the documents approved by this Resolution, for and on behalf of the City, the execution and delivery of such documents being conclusive as to the approval of any changes contained therein by the City; to make any transfers or disbursements of funds contemplated hereby; and to execute, record and file any and all the necessary financing statements and security instruments, including but not limited to the documents approved hereby, and to consummate the transaction contemplated hereby.

[Remainder of Page Left Blank Intentionally]

PASSED AND APPROVED THIS 14TH DAY OF SEPTEMBER, 2010.

THE 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 September 14, 2010, 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 14TH DAY OF SEPTEMBER, 2010.

THE CITY OF NORMAN, OKLAHOMA

(SEAL)

City Clerk



**CITY COUNCIL AGENDA
SEPTEMBER 14, 2010**

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

Item No. 45

Text File Number: R-1011-41

Introduced: 9/9/2010 by Kathryn Walker

Current Status: Non-Consent Items

Version: 1

Matter Type: Resolution

Title

RESOLUTION NO. R-1011-41: A RESOLUTION AUTHORIZING THE NORMAN TAX INCREMENT FINANCE AUTHORITY (THE "AUTHORITY") TO ISSUE ONE OR MORE SERIES OF TAX INCREMENT REVENUE NOTES (COLLECTIVELY, THE "TIF NOTES") IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$8,250,000; AUTHORIZING THE AUTHORITY TO ISSUE ONE OR MORE SERIES OF ECONOMIC DEVELOPMENT REVENUE NOTES (COLLECTIVELY, THE "DEVELOPMENT NOTES") IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$8,250,000; WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE TIF NOTES AND THE DEVELOPMENT NOTES TO BE SOLD ON A NEGOTIATED BASIS; APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT TO REMIT FUNDS AND SECURITY AGREEMENT BY AND BETWEEN THE CITY AND THE AUTHORITY PERTAINING TO A PLEDGE OF CERTAIN SALES TAX INCREMENT REVENUE AND AD VALOREM TAX INCREMENT REVENUE TO THE REPAYMENT OF THE TIF NOTES; APPROVING AND AUTHORIZING EXECUTION OF ONE OR MORE SECURITY AGREEMENTS PERTAINING TO THE REPAYMENT OF THE DEVELOPMENT NOTES; APPROVING AND AUTHORIZING EXECUTION OF GENERAL BOND INDENTURES AND SERIES SUPPLEMENTAL NOTE INDENTURES, AS APPROPRIATE (COLLECTIVELY, THE "INDENTURES") AUTHORIZING THE ISSUANCE AND SECURING THE PAYMENT OF THE TIF NOTES AND THE DEVELOPMENT NOTES; PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE INDENTURES; AUTHORIZING AND DIRECTING THE EXECUTION OF THE TIF NOTES AND THE DEVELOPMENT NOTES AND OTHER DOCUMENTS RELATING TO THE TRANSACTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

ACTION NEEDED: Acting as the Norman Tax Increment Finance Authority, motion to adopt or reject Resolution No. R-1011-41.

ACTION TAKEN: _____

Body

Council met on August 10, 2010 and September 7, 2010 to discuss the Economic Development component of the University North Park Tax Increment Finance District. Council specifically discussed R-1011-40 authorizing indebtedness for UNP economic

development purposes. The proposed resolution contemplates a debt authorization agreement consistent with the UNP Project Plan, the Master Development Agreement and Development Agreement No. 4. The maximum debt that can be authorized using UNP TIF Economic Development Revenues as a repayment source is \$8.25 million. The resolution also authorizes non-tax apportionment debt in the amount of \$8.25 million that would be repaid out of matching funds and other development revenues provided by the State. More detailed information can be found in the attached memorandum.



office memorandum

DATE: September 8, 2010
TO: Honorable Mayor and Council Members
Honorable Trustees of the Norman Tax Increment Finance Authority

THROUGH: Jeff H. Bryant, City Attorney
FROM: Kathryn L. Walker, Assistant City Attorney II

RE: AGENDA ITEM – University North Park TIF – Economic
Development Agreement – Contract No. K-1011-75;

Resolution R-1011- 39 – Concurring in NEDC land purchase and
providing UNP TIF ED Revenue as credit enhancement;

Resolutions R-1011-40 & R-1011-41 – City and NTIFA Authorization
of Indebtedness for UNP Economic Development purposes consistent
with specified parameters.

Background

Council approved the University North Park TIF Project Plan on May 23, 2006. The Project Plan called for Traffic and Roadway Improvements, a Hotel Conference Center, a retail-based Lifestyle Center, Legacy Park, and an Economic Development component that would foster special employment opportunities in Norman. The land area that includes the UNP TIF Project boundary was designated by the Oklahoma Department of Commerce in 1992 as an Enterprise Zone. By virtue of the Enterprise Zone designation, the UNP TIF Project qualified for a Tax Increment Financing District under the Local Development Act.

While the Lifestyle Center was not scheduled to occur until 2016 under the Project Plan, significant progress on other components of the UNP TIF have occurred, including: the opening of the Embassy Suites Hotel / Conference Center; development of a supporting retail center on the west side of 24th Avenue; final design of Legacy Park; traffic and roadway improvements that include four intersections, interstate drive improvements, and construction of the Rock Creek Overpass of I-35.

The Economic Development component of the UNP TIF outlined in the Project Plan provides for \$8.25 million in funding to foster special employment opportunities. The Master Development Agreement further refined this focus by identifying sixty (60) acres of land that could be purchased by the Norman Economic Development Coalition at discounted prices in an effort to provide some incentive tools for courting future employers of new employees to Norman that meet the criteria of the Oklahoma Quality Jobs Act. Under the Master Development Agreement another forty (40) acres at market prices is also available for the same purpose.

A final plat was approved by City Council in April of 2008 for the development of the University North Park Corporate Center consisting of twenty-eight (28) acres of land that would provide for six lots for development of high quality office space to be

utilized by future employers. A revised Final Plat for the University North Park Corporate Center was approved by City Council in June 2010 that increased the size of the development to thirty (30) acres.

The City Council approved Development Agreement No. 4 in September of 2008 and, acting as the Norman Tax Increment Finance Authority, approved a Tax Increment Revenue Note of up to \$14,560,000 in June, 2009. When the Revenue Note was approved, a portion of the UNP TIF Revenue Stream was specifically identified and reserved to support UNP TIF Economic Development efforts. Ten percent (10%) of the UNP Retail Sales Tax apportionment, 50% of the ad valorem revenues from property acquired by NEDC, and any approved Economic Development Sales Tax Increment (an additional apportionment of sales tax tied to New Quality Jobs payrolls upon Council approval) were all excluded from the pledge supporting the Revenue Note in order to provide a revenue stream to implement future Economic Development portions of the Project Plan.

The items coming before City Council now are steps toward implementing the Economic Development portion of the UNP Project Plan, utilizing the UNP Economic Development Revenue Stream. The first item is the UNP TIF Economic Development Agreement that provides the structure by which future economic development activities by NEDC in the UNP TIF will occur. The second item focuses on the purchase by NEDC from UNP, LLC (a wholly owned subsidiary of the OU Foundation) of the thirty (30) acres that has been platted as the University North Park Corporate Center, utilizing a portion of the UNP TIF economic development revenue stream as a credit enhancement to allow the loan to be commercially acceptable. This credit enhancement pledge of an estimated \$800,000 only involves accumulated revenues and revenues that are projected to accumulate during the current fiscal year, and does not require an authorization to issue indebtedness.

The third and fourth items relate to providing authorizations to issue indebtedness by the City and the Norman Tax Increment Finance Authority (NTIFA), to allow the borrowing of up to \$16.5 million using the UNP TIF economic development revenue stream as the source of payment or collateralization. This authorization will allow steps to be taken to ensure flexibility to move quickly provided an appropriate project involving a qualified employer is presented to NEDC and ultimately the NTIFA. Although the debt limits and parameters are identified in the Resolution, no draws on this debt authorization will occur and no Economic Development Sales Tax increments will be provided until the NTIFA has reviewed and approved a specific project that it feels meets the goals of the Economic Development portion of the UNP Project Plan.

A Council subcommittee has been updated several times since November 2009 regarding progress toward the purchase by NEDC of the thirty (30) acre tract. Council was updated at the Council Conference held August 10, 2010 of the structure of and the City's role in providing credit enhancement for the purchase. Following that direction, Council was again updated at a Study Session held September 7, 2010, of the proposed purchase and the documents to be presented to City Council for consideration at this time.

Discussion

UNP Economic Development Agreement. The purpose of the proposed University North Park Economic Development Agreement is to implement the economic development provisions of the Norman University North Park Project Plan, the Master Operating and Development Agreement, and Development Agreement No. 4 in order to provide and foster quality employment opportunities by attracting, expanding, and retaining enterprises deemed desirable to the future of Norman.

The proposed University North Park Economic Development Agreement will have as parties the Norman Economic Development Coalition, an Oklahoma not-for-profit corporation (NEDC), the City of Norman, the Norman Tax Increment Finance Authority, University North Park, LLC, University Town Center, LLC, and University of Oklahoma Foundation, Inc.

The proposed University North Park Economic Development Agreement will provide a framework and effective implementation mechanism for individual economic development agreements with businesses locating in University North Park. NEDC will be responsible for carrying out the economic development activities authorized by the Project Plan. NEDC will enter into development agreements with business enterprises deemed appropriate and desirable to achieve the objectives of the Project Plan and to attract, nourish, and sustain quality employment opportunities in University North Park that benefit the City of Norman. NEDC will:

1. Enter into development agreements in accordance with the provisions of the Project Plan, the University North Park Economic Development Agreement, and the provisions of the Oklahoma Local Development Act;
2. Acquire and develop properties in accordance with the provisions of the University North Park Economic Development Agreement;
3. Enter into necessary and appropriate financing agreements to carry out its responsibilities utilizing pledged economic development tax increment revenues and state local government matching payments pursuant to the Oklahoma Local Development and Enterprise Zone Incentive Leverage Act, if any; and
4. Provide quarterly and annual reports to the City of Norman and the other parties to the University North Park Economic Development Agreement regarding the performance of its obligations.

In support of the economic development activities, the City of Norman will:

1. Authorize the expenditure of economic development project costs by NEDC in an amount not to exceed \$8,250,000, consistent with the Project Plan;
2. Implement the Economic Development Sales Tax Increment provisions of the Project Plan when New Quality Jobs are recruited to the UNP TIF Project;
3. Authorize the issuance of indebtedness by the Norman Tax Increment Finance Authority in an amount not to exceed \$8,250,000 in tax apportionment debt, and

up to \$8,250,000 in other indebtedness, totaling \$16,500,000 in combined debt (the non tax apportionment debt in the amount of \$8,250,000 contemplates debt incurred for project costs to be repaid out of matching funds and other development revenues; it does not contemplate placing any additional liability upon the City, and is a limited revenue obligation); and

4. Approve and submit, where appropriate, applications for state local government matching funds pursuant to the Oklahoma Local Development and Enterprise Zone Incentive Leverage Act.

University North Park will transfer and convey property from time to time to NEDC in order to carry out the economic development provisions of the Project Plan and the University North Park Economic Development Agreement. The property transfer provisions contained in prior agreements are incorporated into the University North Park Economic Development Agreement.

University Town Center and the University of Oklahoma Foundation will cooperate and support the implementation activities of NEDC in carrying out the provisions and achieving the objectives of the University North Park Economic Development Agreement. The Norman Tax Increment Finance Authority, pursuant to authorization and direction by the City, will pledge and pay to NEDC the tax increments available to pay economic development project costs, which consist of an estimated ten percent (10%) of the Retail Sales Tax Increment (it being understood that an estimated fifty percent (50%) is allocated to other project costs and an estimated forty percent (40%) is allocated to the City), the ad valorem tax increment generated by the economic development tract (*i.e.*, the properties acquired by NEDC), and one hundred percent (100%) of the Economic Development Sales Tax Increment.

The UNP Economic Development Agreement provides a framework and empowerments that will allow NEDC to act quickly and responsibly when recruiting a potential employer that will bring new Quality Jobs to Norman consistent with the goals of this component of the UNP TIF Project. Under the Agreement, NEDC will need to negotiate agreements with potential users that will ultimately need to be approved by NTIFA for implementation. The proposed UNP Economic Development Agreement blends a valuable set of state authorizations with local, creative project implementation.

Resolution No. R-1011-39 – Concurring in NEDC land purchase and providing UNP TIF ED Revenue as credit enhancement. With approval of the UNP Economic Development Agreement, the first action in accordance with the Agreement is to use accumulated UNP TIF Economic Development Revenues to assist the Norman Economic Development Coalition (NEDC) with the purchase of the first UNP Economic Development tract from the UNP, LLC. As described above, the platted thirty (30) acre tract that is the University North Park Corporate Center will be the first parcel of economic development land purchased in the TIF in accordance with the Project Plan and the Master Development Agreement. The Land is being purchased for the discounted price of \$1.25 per square foot or \$1,633,500. Purchasing this land at a discounted price will give NEDC a valuable tool as it works toward providing incentives to attract potential new Quality Jobs employers to the UNP TIF District.

The Purchase and Sale Agreement was originally negotiated between NEDC and UNP, LLC in September of 2008. Although NEDC felt fairly confident with one lot sale in the project, the second lot sale to make the project economically feasible did not materialize after the nationwide economic downturn in 2008. There have been a series of extensions granted for the Purchase and Sale Agreement with the latest extension due to expire on September 30, 2010.

Even though the second lot sale has not materialized, Republic Bank of Norman has offered to extend financing to NEDC to make the land purchase. The term sheet for the loan has been previously provided to Council, but essentially involves a three year loan, at a 6% rate. Payments will be interest only, with the full principal of the loan due at the end of the term. An advance on the infrastructure costs will require two lot sales. Republic Bank, although coordinating the transaction, would also like to offer participation to other local banking institutions in both the land purchase loan as well as the infrastructure loan when progress toward that work becomes timely.

Because NEDC does not have an independent revenue stream to pledge to securitize this land acquisition and land development loan, the City and the NTIFA have been asked to provide a pledge of the UNP TIF Economic Development Revenue Stream as a credit enhancement for the loan. The pledge will be for an estimated \$800,000. This amount represents UNP TIF ED Revenues that have accumulated since the first financing in June of 2009 and UNP TIF ED Revenues that are anticipated to accumulate during the current fiscal year ending June 30, 2011. Because the pledge consists of accumulated revenues or those that will accumulate during the current fiscal year, this pledge would not be classified as a debt financing. Pledged revenues may be used to make semi-annual interest payments or credited toward loan principal repayment should NEDC not be able to achieve the anticipated two lot sales or develop the property over the next three years. As noted by the NEDC Executive Director at the Council Study Session on September 7th, it is the intent of NEDC to move the project forward quickly and have the project stand on its own, without a need to use UNP TIF ED Revenues for interest payments. Should interest or principal payments be necessary from pledged UNP TIF ED Revenues, then NEDC intends to reimburse these costs, unless the City agrees otherwise at a later date.

Resolution No. R-0111-39 concurs in the NEDC land purchase from the UNP, LLC, and authorizes the pledge of accumulated UNP TIF ED Revenues and UNP TIF ED Revenues to be accumulated during this fiscal year, but not to exceed \$800,000. An account control agreement for these funds, similar to the one executed with the Bank of Oklahoma in the 2009 Revenue Note will be prepared for either Republic Bank or a separate Trustee Bank. The City Manager, upon advice of the City Attorney, will be authorized to execute the account control agreement and other implementing documents, as needed.

Resolutions R-0111-40 & R-0111-41 – City and NTIFA Authorization of Indebtedness for UNP Economic Development purposes consistent with specified parameters. As discussed in the City Council Study Session on September 7, 2010, the Economic Development Agreement contemplates a debt authorization consistent with the Project Plan, Master Development Agreement, and Development Agreement No. 4. The maximum debt that can be authorized under the Project Plan using UNP TIF ED Revenues as a repayment source is \$8.25 million.

The revenue streams identified in the documents to repay such a debt include: (a) an estimated 10% of the UNP TIF Retail Sales Tax Increment (understanding that an estimated 50% goes to fund other Project Costs and an estimated 40% goes to the City's General Fund); (b) the UNP TIF *ad valorem* Increment from land acquired by NEDC (understanding that 50% goes to the taxing entities, and 50% goes to economic development project costs); and (c) 100% of any approved Economic Development Sales Tax Increment (that portion of additional sales taxes generated by the creation of new Quality Jobs in the District, as approved by the City Council). Since NEDC has yet to acquire any land in the UNP TIF District that has been placed on property tax rolls, there has been no *ad valorem* revenue stream generated in this category. Since new Quality Jobs in the District are yet to be created, no Economic Development Sales Tax Increment has been generated. However, the estimated 10% of the UNP TIF Retail Sales Tax Increment is identifiable and is currently accumulating at about \$31,500 per month.

Identification of reliable revenue streams to support a commercially reasonable loan is critical to any UNP TIF-based debt financing. If the revenue stream does not support the loan, then the loan will not be made. This is mentioned to assure Council that, although Resolutions R-0111-40 and R-0111-41 seek authorization to allow debt financing, this authorization is only a step in the process that will allow NEDC to act quickly to recruit a new Quality Jobs employer *provided the revenue streams support a financing* that may be needed to provide an incentive to the employer. The potential incentive may take on a variety of forms depending on the needs and interests of the potential employer and will not be solidified until NTIFA approval of a separate economic development agreement with NEDC, the City, and the potential employer has been achieved.

NEDC has reported its efforts to attract a new Quality Jobs employer to the UNP TIF Project include a privately held local company that has been in business for over 40 years and provides training services worldwide. Forty (40) employees are currently employed at their existing Norman location at an average annual salary of \$50,000 plus benefits. The company is considering constructing a 50,000 square foot facility that will serve as a training/classroom facility with executive offices. Additionally they plan to relocate any company acquisitions to this new Norman facility. They anticipate closing on the UNPCC site by the end of 2010 and will submit a letter of intent by the end of this month. Having this company locate in the University North Park Corporate Center would solidify their base in Norman thereby retaining the existing jobs with the prospect of job creation long term.

The second prospect is a national retailer that has conducted a nationwide search for a community to relocate their corporate support operations such as accounting, human resources, purchasing, and marketing. They are seeking a central U.S. location that can provide the necessary workforce with an affordable cost of doing business. The company is considering the construction of a corporately-owned facility in the University North Park Corporate Center for 600 employees with an average annual salary of \$50,000 plus benefits. The initial community search started with 48 communities, and over time Norman was recently reported as one of the top two finalists. The company anticipates making a final site selection by the end of September 2010. If Norman is chosen, then approximately 600 new jobs will be created yielding new payrolls to the community in excess of \$30 million per year. Both of these two prospects reported by NEDC would fit the criteria of the State

Quality Jobs program and the goal of the Economic Development component of the UNP TIF Project Plan. The Council/NTIFA could consider separate Development Agreements with one or both potential employer to effectuate some or all of the incentives contemplated in these Resolutions.

The Resolutions also authorize non tax apportionment debt in the amount of \$8,250,000. This provision contemplates debt incurred for project costs to be repaid out of matching funds and other development revenues. It is a limited revenue obligation and does not place any additional liability upon the City. This provision recognizes that there may be an identifiable revenue stream from land sales, lease revenues, or matching state funds upon which a financing may be based, provided a lending institution is comfortable with the identified revenue stream.

Matching funds, if any, provided by the State pursuant to the Oklahoma Local Development and Enterprise Zone Incentive Leverage Act, 62 O.S. §840, *et seq.* (Leverage Act), and proceeds from the sale and/or lease of land by NEDC to prospective employers locating within the Economic Development Tract would be pledged to repay this \$8,250,000. The matching funds, if any, will be pursuant to the Leverage Act. The Leverage Act allows the State to match local sales tax increments used to pay project costs in a project established by a city, town, or county in an enterprise zone pursuant to the Local Development Act. Application of the Leverage Act is narrowly tailored and would apply only to the non-retail economic development activities, such that the only sales tax increments that may qualify for matching would be the Economic Development Sales Tax Increment. State participation must be revenue neutral to the State, so the calculated benefits must be new to the State to be considered for matching payments.

The authorization for the debt financing sets important parameters. First the maximum UNP TIF Funded debt is \$8.25 million, consistent with the Project Plan. In addition, another \$8.25 million dollars is authorized to be repaid from non tax apportioned revenue stream, as noted above. This sets the maximum amount of debt that can be authorized, provided a sufficient revenue stream can be identified to ensure a potential lender is willing to make the loan. The maximum interest rate authorized under the Resolutions is eight percent (8%) per annum. The maximum time period for which this authorization is effective is through the end of the current fiscal year (June 30, 2011) at which time it would be subject to reauthorization. Any actual draws on this authorization will require the identification of a lender, solidifying the revenue stream to be pledged to secure and repay a particular note, and NTIFA approval of a separate development agreement that will outline the responsibilities of the potential future employer in the NEDC Corporate Center or other later acquired ED Property.

Recommendation

It is recommended that the attached Economic Development Agreement and Resolution R-0111-39 concurring in the NEDC loan for land purchase and authorizing the pledge of UNP TIF ED Revenues to provide credit enhancement for that loan be approved.

In addition, it is recommended that Resolution R-0111-40 by the City and Resolution R-0011-41 by the NTIFA be approved authorizing up to \$16.5 million in debt issuance, assuming the parameters in the authorization are met, including identifying a revenue stream,

identifying a lender, and achieving NTIFA approval of a separate development agreement between NEDC and an potential employer, prior to a draw on the authorization.

This debt authorization will move NEDC and the City closer to being able to utilize employer recruitment tools contemplated by the UNP TIF Project Plan, while still requiring Council approval of an agreement with each individual user that seeks to bring Quality Jobs to Norman. The acquisition of the land in the NEDC Corporate Center and the first step in utilizing the UNP Project Plan Economic Development component will demonstrate the City's commitment to that portion of the Project Plan. This commitment is expected to assist NEDC in its New Quality Job employer recruitment efforts. The Staff, representative of NEDC, representative of banking institution assisting in this effort, and special legal Counsel will be available at the meeting if you have additional questions or concerns.

Reviewed by: Steve Lewis, City Manager
Anthony Francisco, Finance Director
Don Wood, Executive Director of NEDC
Allan Brooks / Nate Ellis, Special Counsel
Dan Bachelor / Emily Pomeroy, Special Counsel

R-1011-41
Resolution

A RESOLUTION AUTHORIZING THE NORMAN TAX INCREMENT FINANCE AUTHORITY (THE "AUTHORITY") TO ISSUE ONE OR MORE SERIES OF TAX INCREMENT REVENUE NOTES (COLLECTIVELY, THE "TIF NOTES") IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$8,250,000; AUTHORIZING THE AUTHORITY TO ISSUE ONE OR MORE SERIES OF ECONOMIC DEVELOPMENT REVENUE NOTES (COLLECTIVELY, THE "DEVELOPMENT NOTES") IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$8,250,000; WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE TIF NOTES AND THE DEVELOPMENT NOTES TO BE SOLD ON A NEGOTIATED BASIS; APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT TO REMIT FUNDS AND SECURITY AGREEMENT BY AND BETWEEN THE CITY AND THE AUTHORITY PERTAINING TO A PLEDGE OF CERTAIN SALES TAX INCREMENT REVENUE AND AD VALOREM TAX INCREMENT REVENUE TO THE REPAYMENT OF THE TIF NOTES; APPROVING AND AUTHORIZING EXECUTION OF ONE OR MORE SECURITY AGREEMENTS PERTAINING TO THE REPAYMENT OF THE DEVELOPMENT NOTES; APPROVING AND AUTHORIZING EXECUTION OF GENERAL BOND INDENTURES AND SERIES SUPPLEMENTAL NOTE INDENTURES, AS APPROPRIATE (COLLECTIVELY, THE "INDENTURES") AUTHORIZING THE ISSUANCE AND SECURING THE PAYMENT OF THE TIF NOTES AND THE DEVELOPMENT NOTES; PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE INDENTURES; AUTHORIZING AND DIRECTING THE EXECUTION OF THE TIF NOTES AND THE DEVELOPMENT NOTES AND OTHER DOCUMENTS RELATING TO THE TRANSACTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Norman Tax Increment Finance Authority (the "Authority") has been created by a Trust Indenture dated July 11, 2006, for the use and benefit of The City of Norman, Oklahoma (the "City"), under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2001, Sections 176 to 180.4, inclusive, as amended and supplemented (the "Act"), the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma; and

WHEREAS, the City has adopted and approved the Norman University North Park Project Plan, as amended (the "Project Plan") by Ordinance No. O-0506-66 on May 23, 2006, as amended by Ordinance No. O-0809-8 on August 26, 2008 (collectively, the "TIF Ordinance"), pursuant to the Oklahoma Local Development Act, Title 62, Oklahoma Statutes, Section 850, *et seq.* as amended (the "Local Development Act"); and

WHEREAS, the City, by virtue of the TIF Ordinance, has created Increment District No. 2, City of Norman (the "Increment District"), pursuant to the Local Development Act; and

WHEREAS, the City, University Town Center, LLC, an Oklahoma limited liability company (the "UTC"), and University North Park, LLC, an Oklahoma limited liability company ("UNP"), which is a wholly-owned subsidiary of the University of Oklahoma Foundation, Inc., an Oklahoma not-for-profit corporation (the "OU Foundation"), have heretofore entered into the Master Operating and Development Agreement dated as of August 22, 2006 (the "Master Agreement"), for the purpose of providing a framework for the development of University North Park (as defined in the Master Agreement); and

WHEREAS, acting pursuant to the Master Agreement, the City has agreed, on terms set forth in Development Agreements (as defined in the Master Agreement), to fund or cause to be available for funding certain Project Costs (as defined in the Master Agreement), including but not limited to: Initial Project Activity Costs, Legacy Park Project Costs, Economic Development Project Costs, Traffic and Roadway Improvements Project Costs, Conference Center and Cultural Facilities Project Costs, and Lifestyle Center Project Costs (each as defined in the Master Agreement and as may be more thoroughly described in the Development Agreements); and

WHEREAS, the Authority, the City, UTC, UNP, the OU Foundation, and the Norman Economic Development Coalition ("NEDC") have heretofore entered into the University North Park Economic Development Agreement dated as of September 14, 2010 (the "Economic Development Agreement"), for the purpose of providing financing commitments and approvals for the economic development component of the Norman University North Park Project; and

WHEREAS, acting pursuant to the Economic Development Agreement, the Authority has determined that it is advantageous to approve the issuance of certain obligations in support of the accomplishment of the economic development component of the Norman University North Park Project; and

WHEREAS, the Authority, acting on behalf of the City pursuant to Article X, Section 6C of the Oklahoma Constitution and the Oklahoma Local Development Act, Title 62, Oklahoma Statutes 2001, Section 850 *et seq.*, as amended, has been designated as a public trust authorized and directed to assist in the financing and implementation of the Project and Project Plan, and is authorized to pledge the available apportioned tax increments from the Increment District to the payment of the TIF Notes (as defined herein); and

WHEREAS, NEDC has agreed to purchase the TIF Notes (as defined herein) and the Development Notes (as defined herein) directly or through a designated entity on behalf of NEDC (each of whom shall be referred to herein as a "Purchaser") pursuant to the terms set forth herein in order to facilitate the accomplishment of the Economic Development Project Costs and other economic development projects in the Project Area (as defined in the Project Plan); and

WHEREAS, NEDC shall enter into additional economic development agreements (the "NEDC Agreements") with respect to portions of the Economic Development Tract in order to stimulate development of sites that will provide for economic development activities that focus

on attracting, expanding, and retaining enterprises that offer the community of Norman quality employment opportunities in accordance with the Economic Development Agreement and the Project Plan; and

WHEREAS the Authority desires for this Resolution to formally express its intent to support the successful accomplishment of the economic development component of the Norman University North Park Project; and

WHEREAS, proceeds of the TIF Notes and/or the Development Notes shall not be made available for a specific project until the Authority grants concurrence in the respective NEDC Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE NORMAN TAX INCREMENT FINANCE AUTHORITY:

SECTION 1. INDEBTEDNESS AUTHORIZED.

(a) The Authority is authorized to incur an indebtedness by the issuance of one or more series of Tax Increment Revenue Notes, for and on behalf of the City, in an aggregate principal amount of not to exceed \$8,250,000 (collectively, the "TIF Notes") for the purpose of (i) financing the payment or reimbursement of Economic Development Project Costs authorized under the Project Plan (collectively, the "TIF Projects"); (ii) capitalizing a reserve fund for the TIF Notes, if necessary; and (iii) paying certain costs associated with the issuance of the TIF Notes. The TIF Notes shall be issued in one or more series in the aggregate total principal amount of not to exceed \$8,250,000.00, and funds will be periodically drawn as provided for therein for the payment of costs of the TIF Projects. The TIF Notes shall bear interest on the outstanding principal amount of the TIF Notes at a rate of not to exceed 8 % per annum. The TIF Notes shall mature not later than June 1, 2032. The Chairperson or Vice Chairperson shall execute a Certificate of Determination with respect to each series of TIF Notes setting forth the principal amount, interest rate, maturity date, and schedule of principal installments.

(b) The Authority is authorized to incur an indebtedness by the issuance of one or more series of Economic Development Revenue Notes, for and on behalf of the City, in an aggregate principal amount of not to exceed \$8,250,000 (collectively, the "Development Notes") for the purpose of (i) financing the payment or reimbursement of certain economic development costs (collectively, the "Development Projects"); (ii) capitalizing a reserve fund for the Development Notes, if necessary; and (iii) paying certain costs associated with the issuance of the Development Notes. The Development Notes shall be issued in one or more series in the aggregate total principal amount of not to exceed \$8,250,000.00, and funds will be periodically drawn as provided for therein for the payment of costs of the Development Projects. The Development Notes shall bear interest on the outstanding principal amount of the TIF Notes at a rate of not to exceed 8 % per annum. The Development Notes shall mature not later than June 1, 2032. The Chairperson or Vice Chairperson shall execute a Certificate of Determination with respect to each series of Development Notes setting forth the principal amount, interest rate, maturity date, and schedule of principal installments.

(c) The authorization to issue the TIF Notes and the Development Notes shall automatically expire after June 30, 2011; provided, however, this authorization may be revoked at

any time by majority vote of the governing body of the Authority. Notwithstanding the forgoing or the provisions of Section 2, it is the intent of the Authority that this Resolution shall be renewed for additional one (1) year periods on an annual basis until successful accomplishment of the economic development component of the Norman University North Park Project.

SECTION 2. COMPETITIVE BIDDING WAIVED.

(a) Competitive bidding on the sale of the TIF Notes is hereby expressly waived and the TIF Notes are authorized to be sold to a Purchaser, at a price of par; provided, however, the authorization to issue the TIF Notes and the waiver of competitive bidding shall automatically expire after June 30, 2011; and provided further, this authorization and waiver may be revoked at any time by majority vote of the governing body of the Authority.

(b) Competitive bidding on the sale of the Development Notes is hereby expressly waived and the Development Notes are authorized to be sold to a Purchaser, at a price of par; provided, however, the authorization to issue the Development Notes and the waiver of competitive bidding shall automatically expire after June 30, 2011; and provided further, this authorization and waiver may be revoked at any time by majority vote of the governing body of the Authority.

SECTION 3. SECURITY AGREEMENTS.

(a) The Authority hereby approves and authorizes the execution of an Agreement to Remit Funds and Security Agreement between the City and the Authority (the "TIF Security Agreement"), which TIF Security Agreement pertains to a pledge of certain sales tax increment revenue and ad valorem tax increment revenue as security for the TIF Notes, including specifically ten percent (10%) of the Retail Sales Tax Increment (as defined in the Economic Development Agreement), the portion of the Ad Valorem Tax Increment generated by the Economic Development Tract (as defined in the Economic Development Agreement), and one hundred percent (100%) of the Economic Development Sales Tax Increment (as defined in the Economic Development Agreement).

(b) The Authority hereby approves and authorizes the execution of one or more security agreements by and among the City and/or the Authority and/or other appropriate parties (collectively, the "Development Security Agreements"), which Development Security Agreements shall pertain to a pledge of certain revenue derived from state local government matching payments, if any, pursuant to the Oklahoma Local Development and Enterprise Zone Incentive Leverage Act, 62 O.S. §840, *et seq.*, along with other available project revenues, as security for the Development Notes.

SECTION 4. INDENTURES.

(a) The General Bond Indenture, as supplemented and amended by one or more Series Supplemental Note Indentures (collectively, the "TIF Indenture"), all by and between the Authority and Bank of Oklahoma, National Association, Oklahoma City, Oklahoma, as Trustee, authorizing the issuance of and securing the payment of the TIF Notes approved in Section 1(a) hereof, is hereby approved and the Chairperson or Vice Chairperson and Secretary or Assistant Secretary of the

Authority are authorized and directed to execute and deliver same for and on behalf of the Authority.

(b) The General Bond Indenture, as supplemented and amended by one or more Series Supplemental Note Indentures (collectively, the “Development Indenture”), all by and between the Authority and Bank of Oklahoma, National Association, Oklahoma City, Oklahoma, as Trustee, authorizing the issuance of and securing the payment of the Development Notes approved in Section 1(b) hereof, is hereby approved and the Chairperson or Vice Chairperson and Secretary or Assistant Secretary of the Authority are authorized and directed to execute and deliver same for and on behalf of the Authority.

SECTION 5. ORGANIZATIONAL DOCUMENT SUBJECT TO THE INDENTURES.

The organizational document creating the Authority is subject to the provisions of the TIF Indenture and the Development Indenture referenced in Section 4 hereof.

SECTION 6. EXECUTION OF NECESSARY DOCUMENTS.

The Chairperson or Vice Chairperson and Secretary or Assistant Secretary of the Authority are hereby authorized and directed on behalf of the Authority to execute and deliver from time to time the TIF Notes and the Development Notes to NEDC, as Purchaser, and are further authorized and directed to execute all necessary documentation and closing and delivery papers required by Bond Counsel; approve the disbursement of the proceeds of the TIF Notes and the Development Notes, including any costs of issuance; to approve and make any changes to the documents approved by this Resolution, for and on behalf of the Authority, the execution and delivery of such documents being conclusive as to the approval of any changes contained therein by the Authority; to make any transfers or disbursements of funds contemplated hereby; and to execute, record and file any and all the necessary financing statements and security instruments, including but not limited to the documents approved hereby, and to consummate the transaction contemplated hereby.

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PASSED AND APPROVED THIS 14TH DAY OF SEPTEMBER, 2010.

NORMAN TAX INCREMENT FINANCE
AUTHORITY

(SEAL)

By: _____
Name: Cindy Rosenthal
Title: Chairperson

ATTEST:

By: _____
Name: Brenda Hall
Title: Secretary

CERTIFICATE
OF
AUTHORITY ACTION

I, the undersigned, hereby certify that I am the duly and acting Secretary of the Norman Tax Increment Finance Authority.

I further certify that the Trustees of the Norman Tax Increment Finance Authority held a Regular Meeting at 6:30 o'clock P.M., on September 14, 2010, 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 Trustees 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 Trustees 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 14TH DAY OF SEPTEMBER, 2010.

NORMAN TAX INCREMENT FINANCE
AUTHORITY

(SEAL)

Secretary of Authority