



CITY OF NORMAN, OK CITY COUNCIL CONFERENCE

Municipal Building, Executive Conference Room, 201 West Gray, Norman,
OK 73069

Tuesday, December 09, 2025 at 5:00 PM

AGENDA

The City Council Conference of the City of Norman, Cleveland County, State of Oklahoma, will meet in Regular Session in the Executive Conference Room in the Municipal Building, on Tuesday, December 09, 2025 at 5:00 PM, and notice of the agenda of the meeting was posted at the Norman Municipal Building at 201 West Gray and on the City website at least 24 hours prior to the beginning of the meeting.

It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, relation, or genetic information, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in employment activities or in all programs, services, or activities administered by the City, its recipients, sub-recipients, and contractors. In the event of any comments, complaints, modifications, accommodations, alternative formats, and auxiliary aids and services regarding accessibility or inclusion, please call 405-366-5424, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.

CALL TO ORDER

AGENDA ITEMS

1. BACKGROUND AND DISCUSSION REGARDING A RESTORATION AGREEMENT BETWEEN THE CITY OF NORMAN, OKLAHOMA AND BARBOUR ENERGY CORPORATION REGARDING THE PLUGGING OF THE NORMAN #1-18 WELL IN ACCORDANCE WITH APPLICABLE LAW AND REMEDIATION OF THE SURFACE FOR FUTURE USE BY THE NORMAN UTILITIES AUTHORITY.
2. DISCUSSION REGARDING POSSIBLE AMENDMENTS TO THE GUEST ROOM TAX ORDINANCE.
3. CONTINUED DISCUSSION REGARDING ENTERING INTO A CONTRACT WITH THE CLEVELAND COUNTY ECONOMIC DEVELOPMENT COALITION.

ADJOURNMENT



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/9/2025

REQUESTERS: Jeffrey Poteet, Oil & Gas Inspector
Chris Mattingly, Director of Utilities

PRESENTER: Elisabeth Muckala, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-65: A RESTORATION AGREEMENT BETWEEN THE CITY OF NORMAN, OKLAHOMA AND BARBOUR ENERGY CORPORATION REGARDING THE PLUGGING OF THE NORMAN #1-18 WELL IN ACCORDANCE WITH APPLICABLE LAW AND REMEDIATION OF THE SURFACE FOR FUTURE USE BY THE NORMAN UTILITIES AUTHORITY.

BACKGROUND:

The Norman #1-18 well was drilled in 1967 by operator Allied Materials Corp and completed into the Red Fork formation at a depth of approximately 7250 feet. The Norman #1-18 was drilled on property consisting of more than 300 acres owned by the City of Norman adjacent to the South Canadian River, upon which the Norman Utilities Authority conducts various activities, including the Norman Compost and Water Reclamation Facilities. The City also has an ongoing lease of property to Haskell Lemon Construction in this area.

The Norman #1-18 produced over the life of the lease, and the City received payment of royalties pursuant to its leases. In 2007, a litigation regarding the royalties paid on the subject leases ensued against Allied and others, including Barbour Energy Corporation, where in the City of Norman alleged deficient royalty payments under the subject leases. The parties reached an amicable settlement ultimately approved by the City Council and no further payment irregularities have been observed by the City. The Norman #1-18 was drilled in a unit pursuant to these leases; however, production from other unit wells will continue to hold these leases following the plugging of this well.

DISCUSSION:

On February 25, 2025, Barbour filed a Notice of Intention to Plug the Norman #1-18 with the Oklahoma Corporation Commission, citing a targeted start date of March 25, 2025. On April 4, 2025, Barbour filed a Plugging Record with the OCC, stating a plugging date of March 6, 2025. Thereafter, Barbour engaged the City of Norman through its Oil & Gas Inspector and Utilities Department to ensure that the surface owned by the City was restored to the City's satisfaction. Following contractor clean-up work, and in September, the City and Barbour's

inspection of the property revealed several items still remaining to be remediated. Thus, follow-up remediation was immediately carried out by Barbour.

Barbour Energy returned to the site with additional contractors to remove remaining debris, abandoned materials and petroleum-impacted soil. Barbour excavated and disposed of contaminated soil, removed the two 55-gallon drums and other chemical containers, gathered and hauled away piping, wiring, hoses, metal scrap, and concrete debris, and graded and stabilized the disturbed areas. On November 10, 2025, City staff conducted a final inspection of the site and confirmed that all previously identified issues had been corrected and that the surface had been restored to a condition suitable for the City's future use.

With restoration complete, NUA intends to incorporate the former well site into its network of special ecological and community-use areas, similar to LEAF and Lahoma Grove. The restored area will be planted with native prairie grasses, wildflowers and trees to enhance biodiversity and create high-value wildlife habitat. The site will serve as an outdoor learning and demonstration area where visitors can engage with topics such as native species, ecological restoration, pollinator and other wildlife conservation, and sustainable resource management.

The Norman #1-18 was drilled at a time before the Oklahoma Surface Damage Act existed and no agreement was located regarding any advance terms agreed to between the City of Norman and Allied regarding restoration of the surface. Thus, Barbour's communications and efforts to involve the City in its restoration instead ensured the City's satisfaction with the surface condition upon plugging of the Norman #1-18 well. As set forth above, City Staff is satisfied that the surface condition is satisfactory for the NUA's planned use as a Green-infrastructure community space going forward. The Restoration Agreement releases Barbour from further remediation liability for the surface of the property and contains Barbour's assurance that applicable laws were complied with regarding said plugging and restoration.

RECOMMENDATION:

City staff recommends approval of Contract K-2526-65, a Restoration Agreement with Barbour Energy Corporation regarding the plugging of the Norman #1-18 well, and direction for staff to take any further actions consistent with approval of the restoration and reuse efforts set forth herein.

RESTORATION AGREEMENT**KNOW ALL BY THESE PRESENTS:**

That, effective _____ the City of Norman, Oklahoma, a municipal corporation, is the Owner of the following described land situated in Cleveland County, Oklahoma, to wit:

The Southeast Quarter of the Southeast Quarter of the Northeast Quarter

(SE/4 SE/4 NE/4)

Of

Section 18-8N-2W

("Property")

on which Property was drilled the Norman #1-18 well. The undersigned does hereby confirm that Barbour Energy Corporation ("Barbour") has returned the surface land to a satisfactory condition and the undersigned does not require further restoration or repair. The Owner's acceptance of the Property is based upon its understanding, and Barbour's representation herein, that all applicable laws and regulations have been complied with concerning the plugging of the Norman #1-18 well.

CITY OF NORMAN:

Stephen Tyler Holman, Mayor

ATTEST:

Brenda Hall, City Clerk

BARBOUR ENERGY CORPORATION:

J. Wayne Barbour
Signed/Title: President

ATTEST:

Teresa Porta
Signed/Title: Corporate Secretary

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY Chaselyn Shultz DATE 12/3/25



Room Tax

Council Conference – December 9, 2025

Norman Parks - Existing Assets

Item 2.

Park Land: 1160 acres

Playgrounds: 55 parks have playgrounds.

Community Parks w/o playgrounds – Griffin Park & Saxon Park

Community Parks need replaced – Lions Park, Little Axe

Cultural Centers: Sooner Theatre, Historical House, Depot, Firehouse Art Center

Recreation Facilities: YFAC, Adult Wellness, 12th Avenue, Little Axe, Westwood Facilities

Others: Greenbelts & Trails, Bishop Creek Eco Park, Sutton Wilderness

Maintenance Budget for Existing Parks/Facilities: around \$5 million per year



Capital Funding for Parks – Improvements and New Facilities

3 Funds—Room Tax (Fund 23); Capital (Fund 50); and Park Land Development (Fund 52)

Room Tax:

Projected Annual Revenue +/- \$600,000

Examples: YFAC Outdoor Pickleball, Sooner Theatre Interior Renovations, Westwood Master Plan, Westwood Tennis, 12th Avenue Tennis and Pickleball

Bonded: YFAC

Capital:

Compete with rest of city for project funding (Revenue is City-wide)

Several annual Existing Facility Maintenance (EF) Park Projects- \$220,000

Examples: Sports Field Lighting, Playground Component Replacement, Park Signage, Recreation Center Interior, Sooner Theatre Sign

Annual Capital projects for Site Amenities and Forestry Projects--\$65,000

Tree Fund (NEET) Project also in Fund 50 for annual Projects--\$40,000

Unique Funding: Bishop Creek Eco Park, Reaves Park Restroom & Maintenance Building

PLD:

Projected Annual Revenue (Community + Neighborhood + Interest) \$95,000

[Reserve for Neighborhood balance-- +/--\$1,400,000]



Room Tax

Item 2.

Norman's Room Tax is 8%

The original 5%:

VisitNorman – 50%

Norman Art Council 25%

Norman Parks 25%

The new 3% (eff. 7/1/23)

Norman Sports Commission 75%

Norman Arts Council 25%

Norman Room Tax by Percentages

- City takes 4% off the top of the \$ collected for administrative costs
- Of the remainder –
 - 25% to Norman Arts Council
 - 15.625% to Norman Parks Department
 - 59.375% to Visit Norman
 - 15.79% dedicated to sports tourism



Oklahoma - Alphabetical				
City	Lodging	TMD	Sales	Total
	Tax %	Amount	Tax %	Charge
Ada	5.00%		9.375%	14.4%
Ardmore	7.00%		9.125%	16.1%
Atoka	5.00%		10.250%	15.3%
Bartlesville	5.00%		9.150%	14.2%
Broken Arrow	4.00%		9.350%	13.4%
Carlton Landing	5.00%		9.000%	14.0%
Chandler	5.00%		9.500%	14.5%
Cherokee	5.00%		9.750%	14.8%
Cimarron City	5.00%		7.250%	12.3%
Claremore	5.00%		9.333%	14.3%
Cushing	4.00%		9.313%	13.3%
Dewey	5.00%		8.900%	13.9%
Drumright	4.00%		10.167%	14.2%
Durant	5.00%		9.375%	14.4%
Duncan	5.00%		8.700%	13.7%
Edmond	6.00%		8.500%	14.5%
Elk City	5.00%		9.350%	14.4%
El Reno	4.50%		8.850%	13.4%
Enid	8.00%		9.100%	17.1%
Eufaula	9.00%		10.000%	19.0%
Grove	5.00%		9.300%	14.3%
Guthrie	7.00%		9.000%	16.0%
Guymon	3.00%		9.950%	13.0%
Harrah	5.00%		8.500%	13.5%
Lawton	7.00%		9.000%	16.0%
McAlester	6.00%		10.000%	16.0%
Miami	5.00%		9.500%	14.5%
Midwest City	9.25%		9.100%	18.4%
Muskogee	8.00%		9.150%	17.2%
Norman	8.00%		8.625%	16.6%
Oklahoma City	9.25%		8.975%	18.2%
Okmulgee	4.00%		10.083%	14.1%
Perry	8.00%		10.250%	18.3%
Ponca City	8.00%		9.250%	17.3%
Sand Springs	7.00%		9.800%	16.8%
Shawnee*	5.00%		9.495%	14.5%
* \$1/RV/Night				
Stillwater	7.00%		9.313%	16.3%
Stroud	4.00%		9.667%	13.7%
Sulphur	5.50%		9.500%	15.0%
Tahlequah	4.00%		9.500%	13.5%
Tulsa	5.00%	3.50%	8.517%	17.0%
Waynoka	8.00%		10.000%	18.0%
Weatherford	4.00%		9.500%	13.5%
Woodward	6.00%		9.400%	15.4%

Room Tax

FYE26 Projected Room Tax Revenue: \$3,947,369

FYE26 Projected Room Tax Parks Portion: \$ 616,776

If Room Tax rate was increased:

Projected Room Tax @2% increase - \$986,842 additional funding

Projected Room Tax @1% increase - \$493,421 additional funding

Projected Room Tax @0.5% increase - \$246,711 additional funding

Projected Room Tax @0.25% increase - \$123,355 additional funding

Rate Increased			0.25%	0.50%	0.75%	1.00%	1.25%	1.50%	1.75%	2.00%
Total Room Tax Rate			8.25%	8.50%	8.75%	9.00%	9.25%	9.50%	9.75%	10.00%
FYE26 Projected Revenue		\$ 3,947,369.00	\$ 4,070,724.28	\$ 4,194,079.56	\$ 4,317,434.84	\$ 4,440,790.13	\$ 4,564,145.41	\$ 4,687,500.69	\$ 4,810,855.97	\$ 4,934,211.25
Parks Portion of Room Tax		\$ 616,776.4	\$ 740,131.69	\$ 863,486.97	\$ 986,842.25	\$ 1,110,197.53	\$ 1,233,552.81	\$ 1,356,908.09	\$ 1,480,263.38	\$ 1,603,618.66



Room Tax

- Council previously gave direction to prepare ballot language for an April 2026 election to add “recreational vehicles” to the ordinance to ensure the tax is charged to rental of space in RV parks (1st reading, January 13, 2026; 2nd reading, January 27, 2026)
- Ballot language could be drafted to also include an increase in the rate of the tax

SHALL ORDINANCE NO. O-2526-XX OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, EXPANDING THE APPLICABILITY OF THE TAX TO RENTAL OF RECREATIONAL VEHICLE SPACES AND INCREASING THE EXCISE TAX UPON THE GROSS PROCEEDS OR GROSS RECEIPTS DERIVED FROM RENTS RECEIVED FROM OCCUPANCY OF HOTEL ROOMS OR SPACES BY _____(__ %) TO A TOTAL OF _____ PERCENT (__%) EFFECTIVE ON JULY 1, 2026 BE APPROVED?





Questions???



City of Norman City Council Conference

**Discussion Regarding
A Proposed Contract with
Cleveland County Economic Development Coalition**

June 24, 2025



CCEDC Contract (June 2025)

BACKGROUND

Norman Economic Development Coalition (NEDC) – established July 1, 1996, to promote and recruit new and existing business and industry for the City of Norman. See Contract No. K-9697-33.

- Original contract extended through June 30, 1997, and could be extended by mutual agreement for an additional twelve (12) month period.
- Amendment No. 1 to Contract No. K-9697-33 extended the terms and conditions through June 30, 1998, and updated the termination language.
- NEDC President & CEO Lawrence McKinney advised the Mayor, City Manager, and City Clerk that NEDC was being replaced by the Cleveland County Economic Development Coalition (CCEDC).
 - NEDC – “dedicated to improving the quality of life of Norman residents through the creation and retention of jobs.”
 - CCEDC - “elevate the economy of Cleveland County for all citizens.”

CITY OF NORMAN

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CCEDC Contract (June 2025)

NEDC Contract No. K-9697-33, as amended

v.

Proposed CCEDC Contract



CITY OF NORMAN

CCEDC Contract (June 2025)

1. SCOPE OF SERVICES

- A. The CCEDC will serve in an advisory and consultive role in support of the City's economic development objectives, including the production of economic impact reports and cost-benefit analysis, as requested by the City Manager.

Comment – New Language.

- B. The CCEDC will engage in industrial and business solicitation activities, the retention of existing businesses and industries, the retention and attraction of talent, and the incubation and acceleration of startup companies through the CCEDC annual business plan reviewed, adopted, and approved by the City Manager as a member of the Coalition Board of Directors.

Comment – similar to § 1(A) of Contract No. K-9697-33.

- C. The CCEDC will produce marketing materials and promote City assets, properties, and businesses to the Oklahoma Department of Commerce and Site Selectors through various marketing channels, including www.SelectClevelandCounty.com, as well as state and national trade shows and events.

Comment – New Language.



CCEDC Contract (June 2025)

1. SCOPE OF SERVICES

- D. The CCEDC will endeavor to stimulate, encourage, and promote opportunities for collaboration and partnerships with the private sector, other Cleveland County cities, and Cleveland County, to achieve mutually beneficial outcomes.

Comment – similar to § 1(C) of Contract No. K-9697-33.

- E. The CCEDC shall make such recommendations and reports to the City as it may deem necessary to further the objectives of the CCEDC and the City.

Comment – similar to § 1(E) of Contract No. K-9697-33.



CCEDC Contract (June 2025)

2. TERM OF AGREEMENT

This initial Agreement shall begin on July 1, 2025, and end on June 30, 2026. This Agreement shall be renewed automatically, and the terms and provisions thereof shall continue in full force and effect for a twelve (12) month period, with provisions for automatic renewal to apply to each successive twelve (12) month period thereafter. However, this agreement is always subject to the annual appropriation of funds by the City.

[Comment – similar to § 3 of Contract No. K-9697-33.](#)



CCEDC Contract (June 2025)

3. ADDITIONAL CONSIDERATIONS

- A. Indemnification:** As a private entity, the CCEDC shall indemnify and hold harmless the City and its agents and officers from any and all liability from any act performed by the CCEDC.

Comment – similar to § 3(A) of Contract No. K-9697-33.

- B. Termination:** Unless written notice of termination by the City is given at least 90 days in advance of the expiration of this annually renewing contract, it will continue in full force and effect for a twelve (12) month period, with provisions for automatic renewal to apply.

Comment – similar to § 2 of Amendment No. 1 to Contract No. K-9697-33.

- C. Political Activities:** The CCEDC will not utilize any funding to engage in political activities with the purpose of supporting or opposing a candidate or political party.

Comment – addressed in § 3(D) of Contract No. K-9697-33; deletes definition of “political activity,” including but not limited to language regarding supporting or opposing a State and Local questions.



CCEDC Contract (June 2025)

3. ADDITIONAL CONSIDERATIONS

- D. Board Seat:** In accordance with CCEDC bylaws, which require a Per Capita investment, the City of Norman is recognized as a Founding Member of the Coalition, at the Doppler Diamond Division, level. This level provides the City Manager a Board seat and Nominating Committee position for the duration of this agreement and any renewals, so long as the annual investment is appropriated.

Comment – New Language but addressed in 3rd Whereas Clause in Contract No. K-9697-33.

4. FUNDING

In exchange for CCEDC economic development services, the City agrees to invest the sum of \$1 per capita, based on the latest Census Bureau Projection (\$130,046 as of July 1, 2023), which is subject to annual approval and appropriation, payable within 30 days after executed agreement/renewal.

Comment – The original agreement required annual payments of \$75,000 each from the University, the City, and the Chamber. Amendment No. 2 to Contract No. K-9697-33 (July 27, 2004) increased this amount to \$100,000 per year. **FYE 26 NEDC appropriation is \$125,000.**



CCEDC Contract (June 2025)

OMISSIONS

1. Does not include language in Amendment No. 1 to Contract No. K-9697-33:

NEDC shall report quarterly the status of its activities to the University, the City and the Chamber by providing a summary of its activities. In addition, NEDC shall furnish quarterly financial reports that include revenue and expense reports compared to budget and balance sheets covering the period and year to date.

2. Does not include language regarding annual audits set forth in § 3(B) of Contract No. K-9697-33:

A copy of the annual audit which is prepared by a firm of certified public accountants employed by NEDC shall be furnished on a timely basis to the University, the City and the Chamber.



CCEDC Contract (June 2025)



CITY OF NORMAN

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CLEVELAND COUNTY ECONOMIC DEVELOPMENT COALITION

Serving Lexington, Moore, Noble, Norman, Slaughterville, South Oklahoma City, and unincorporated Cleveland County

CONTRACT FOR SERVICES AGREEMENT

This Agreement, effective July 1, 2025, is by and between the City of Norman and the Cleveland County Economic Development Coalition, a private Oklahoma Not-for-Profit Corporation, hereinafter referred to as "CCEDC."

WHEREAS, on the 23rd day of August 1996, the Board of Regents of the University of Oklahoma, the City Council of Norman, and the Board of Directors of the Norman Chamber of Commerce entered into contract K-9697-33 with the Norman Economic Development Coalition, for the purpose of "promoting and recruiting new and existing businesses and industries to the City of Norman"; **and**

WHEREAS, subject to annual funding appropriation by each individual entity, contract K-9697-33 renews automatically on July 1 of the new City Fiscal Year; **and**

WHEREAS, funding for the Coalition has not changed since July 8, 2008, reducing the buying power of the City investment by approximately 49%; **and**

WHEREAS, the partnership between the City and the Coalition has been mutually beneficial and has had many notable successes, including new company announcements, existing business expansions, and new startup company creation, resulting in thousands of jobs and millions in retail spending; **and**

WHEREAS, beginning in Fall 2022, with oversight of the founding investors, the Norman Economic Development Coalition began a comprehensive restructuring of its mission, bylaws, organizational structure, and funding model; **and**

WHEREAS, on September 5, 2024, NEDC began officially operating under the trade name Cleveland County Economic Development Coalition with an expanded countywide mission, structure, and operating model funded significantly by the private sector; **and**

WHEREAS, NEDC, dba CCEDC, wishes to let contract K-9697-33 expire, effective June 30, 2025, and enter into a new City of Norman Contract for Services, effective July 1, 2025, as provided for herein; **and**

WHEREAS, the City of Norman recognizes the value of participating in a comprehensive economic development effort to expand its financial base and increase the quality of life of residents, in partnership with the private sector, other Cleveland County cities, and Cleveland County; **and**

WHEREAS, the City and CCEDC wish to enter into a Contract for Services as provided for herein;

NOW THEREFORE, and in consideration of the mutual covenants and agreements herein, it is stipulated and agreed between the City of Norman and CCEDC as follows:



CLEVELAND COUNTY ECONOMIC DEVELOPMENT COALITION

Serving Lexington, Moore, Noble, Norman, Slaughterville, South Oklahoma City, and unincorporated Cleveland County

1. SCOPE OF SERVICES

- A. The CCEDC will serve in an advisory and consultive role in support of the City's economic development objectives, including the production of economic impact reports and cost-benefit analysis, as requested by the City Manager.
- B. The CCEDC will engage in industrial and business solicitation activities, the retention of existing businesses and industries, the retention and attraction of talent, and the incubation and acceleration of startup companies through the CCEDC annual business plan reviewed, adopted, and approved by the City Manager as a member of the Coalition Board of Directors.
- C. The CCEDC will produce marketing materials and promote City assets, properties, and businesses to the Oklahoma Department of Commerce and Site Selectors through various marketing channels, including www.SelectClevelandCounty.com, as well as state and national trade shows and events.
- D. The CCEDC will endeavor to stimulate, encourage, and promote opportunities for collaboration and partnerships with the private sector, other Cleveland County cities, and Cleveland County, to achieve mutually beneficial outcomes.
- E. The CCEDC shall make such recommendations and reports to the City as it may deem necessary to further the objectives of the CCEDC and the City.

2. TERM OF AGREEMENT

This initial Agreement shall begin on July 1, 2025, and end on June 30, 2026. This Agreement shall be renewed automatically, and the terms and provisions thereof shall continue in full force and effect for a twelve (12) month period, with provisions for automatic renewal to apply to each successive twelve (12) month period thereafter. However, this agreement is always subject to the annual appropriation of funds by the City.

3. ADDITIONAL CONSIDERATIONS

- A. **Indemnification:** As a private entity, the CCEDC shall indemnify and hold harmless the City and its agents and officers from any and all liability from any act performed by the CCEDC.
- B. **Termination:** Unless written notice of termination by the City is given at least 90 days in advance of the expiration of this annually renewing contract, it will continue in full force and effect for a twelve (12) month period, with provisions for automatic renewal to apply.



CLEVELAND COUNTY ECONOMIC DEVELOPMENT COALITION

Serving Lexington, Moore, Noble, Norman, Slaughterville, South Oklahoma City, and unincorporated Cleveland County

- C. **Political Activities:** The CCEDC will not utilize any funding to engage in political activities with the purpose of supporting or opposing a candidate or political party.
- D. **Board Seat:** In accordance with CCEDC bylaws, which require a Per Capita investment, the City of Norman is recognized as a Founding Member of the Coalition, at the Doppler Diamond Division level. This level provides the City Manager a Board seat and Nominating Committee position for the duration of this agreement and any renewals, so long as the annual investment is appropriated.

4. FUNDING

In exchange for CCEDC economic development services, the City agrees to invest the sum of \$1 per capita, based on the latest Census Bureau Projection (\$130,046 as of July 1, 2023), which is subject to annual approval and appropriation, payable within 30 days after executed agreement/renewal.

5. EXECUTION AND COUNTERPARTS

Executed and Adopted upon motion duly made on this _____ day of _____ 2025.

Darrel Pyle
City Manager
City of Norman

Lawrence McKinney, CEcD, CCE
President and CEO
Cleveland County Economic Development Coalition

CONTRACT AGREEMENT

This Agreement, effective the 1st day of July, 1996, by and between the University of Oklahoma, Norman, Oklahoma (hereinafter referred to as "University"), the City of Norman, a municipal corporation (hereinafter referred to as "City"), and the Chamber of Commerce, of Norman, Oklahoma, a non-profit corporation (hereinafter referred to as "the Chamber") and Norman Economic Development Coalition, Inc. an Oklahoma Not for Profit Corporation (hereinafter referred to as "NEDC").

WITNESSETH:

WHEREAS, the Board of Regents of the University of Oklahoma, the City Council of the City of Norman and the Board of Directors of the Chamber have previously approved the formation of Norman Economic Development Coalition, Inc. to serve as the economic development office for the City of Norman; and

WHEREAS, the University, City and the Chamber shall jointly fund NEDC; and

WHEREAS, the University, City and the Chamber have representatives who are corroborate members of the Board of Directors of NEDC;

WHEREAS, the University, City and the Chamber and their representatives on the Board of Directors of NEDC have a direct interest in the promotion and recruitment of new and existing business and industry for the City.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES

A. The NEDC will engage in industrial and business solicitation activities on behalf of the City, the Chamber and the University, in order to expand the economic base of Norman, Oklahoma, through the retention of existing business and industry and the attraction of new business and industry.

B. NEDC will recruit, promote and assist new and existing business and industry on behalf of the City of Norman to promote expansion and maintenance of the economic base of the City of Norman, Oklahoma.

C. The NEDC will endeavor to stimulate, encourage and promote opportunities to commercialize technology transfer from the University to private sector; creation of start-up companies; relocation of businesses which might offer consulting opportunities for faculty, jobs for students and faculty families, and collaborative research with faculty.

D. NEDC shall report quarterly the status of its activities to the University, the City and the Chamber by providing copies of minutes and financial reports.

E. NEDC shall make such recommendations to the University of Oklahoma, City of Norman and the Chamber as it may deem necessary to further the objectives of NEDC.

F. NEDC shall provide a plan of economic development to the University, the City and the Chamber by which it intends to promote the maintenance and expansion of the economic base of the City of Norman.

2. TERM OF AGREEMENT

This Agreement shall begin on July 1, 1996 and shall extend through June 30, 1997, at which time the agreement may be extended by mutual agreement of the parties for an additional twelve (12) month period. It is the intention of the parties that the agreement continue for a period of at least three (3) years.

3. ADDITIONAL CONSIDERATIONS

A. Indemnification. The NEDC shall indemnify and hold harmless the University, the City and the Chamber, and its agents and officers from any and all liability from any act performed by NEDC.

B. Audit. A copy of the annual audit which is prepared by a firm of certified public accountants employed by NEDC shall be furnished on a timely basis to the University, the City and the Chamber.

C. Termination. This contract may be terminated by any party in the event of a breach of the provisions contained herein by any party hereto.

D. The NEDC will not utilize any funding to engage in any political activity. Political activity as defined herein shall consist of engaging in an activity with the primary or incidental purpose of supporting or opposing a candidate or political party or the supporting or opposing of a State or Local Question.

4. FUNDING

A. The University, the City and the Chamber each agree to contribute the sum of \$75,000.00 per year contingent upon the appropriation of funds on an annual basis by the governing bodies.

B. Board of Directors of NEDC shall provide to the University, the City and the Chamber, a copy of the annual budget approved by the Board of Directors of NEDC.

K-9697-33
Page 3

5. EXECUTION AND COUNTERPARTS

It is understood and agreed that this agreement may be executed in counterparts by the parties hereto.

EXECUTED and adopted upon motion duly made, seconded and passed this 23 day of August, 1996, for the University of Oklahoma.

BOARD OF REGENTS, UNIVERSITY OF
OKLAHOMA

BY: David L. Boren
President

APPROVED by the City Attorney this 8th day of August, 1996.

BY: [Signature]
City Attorney

EXECUTED and adopted upon motion duly made, seconded and passed this 13th day of August, 1996, for the City of Norman.

CITY OF NORMAN, A MUNICIPAL CORPORATION

BY: [Signature]
Mayor

EXECUTED and adopted upon motion duly made, seconded and passed this 23 day of August, 1996, for the Norman the Chamber.

CHAMBER OF COMMERCE OF NORMAN, OKLAHOMA

BY: James E. Jasaway
President

21 EXECUTED and adopted upon motion duly made, seconded and passed this day of Aug., 1996, for the Norman Economic Development Coalition, Inc.

NORMAN ECONOMIC DEVELOPMENT COALITION, INC.

BY: [Signature]

[rhunter]nedc.contract

**Amendment No. 1 to
Contract No. K-9697-33**

This Amendment is made and entered into this 24th day of June, 1997, by and between the University of Oklahoma, Norman, Oklahoma (hereinafter referred to as "the University"), the City of Norman, a municipal corporation (hereinafter referred to as "the City"), and the Chamber of Commerce of Norman, Oklahoma, a non-profit corporation (hereinafter referred to as "the Chamber"), and Norman Economic Development Coalition, Inc., a Oklahoma Not for Profit Corporation (hereinafter referred to as "NEDC")

WITNESSETH THAT:

WHEREAS, the University, the City, the Chamber, and NEDC entered into Contract No. K-9697-33 on the 13th day of August, 1996, for the purpose of promoting and recruiting new and existing businesses and industries to the City of Norman.

NOW, THEREFORE, and in consideration of the mutual covenants and agreements herein, it is stipulated and agreed between the parties as follows:

1. That Contract No. K-9697-33 and all its terms and conditions, is hereby extended from this amendment's approval date to expire on June 30, 1998.
2. Unless written notice of termination is given by the University, the City, the Chamber or NEDC at least ninety (90) days prior to the expiration date of this contract amendment, the contract shall be renewed automatically and the terms and provisions thereof shall continue in full force and effect for a twelve (12) month period, with provisions for automatic renewal to apply to each successive twelve (12) month period thereafter, subject to the appropriation of funds by the City of Norman and the University of Oklahoma and subject to continuing collection by the Chamber of Commerce of Norman, Oklahoma, of funds from voluntary contribution.
3. That Section 1. Scope of Services Paragraph D, of Contract No. K-9697-33 shall be amended to read as follows:

"NEDC shall report quarterly the status of its activities to the University, the City and the Chamber by providing a summary of its activities. In addition, NEDC shall furnish quarterly financial reports that include revenue and expense reports compared to budget and balance sheets covering the period and year to date."

IN WITNESS WHEREOF, the parties hereto have set their official names and signatures, on the day as set out below.

EXECUTED and adopted this 24th day of August, 1997, for the University of Oklahoma.

UNIVERSITY OF OKLAHOMA

BY: _____

David Boren, President

ATTEST:

Wanda Boren
Secretary

Amendment No. 1 to Contract No. K-9697-33
Page Two

APPROVED by the City Attorney this 30th day of June 1997.

BY: [Signature]
City Attorney

EXECUTED and adopted upon motion duly made, seconded and passed this 24th day of June 1997, for the City of Norman.

CITY OF NORMAN, A MUNICIPAL CORPORATION

BY: [Signature]
Mayor

ATTEST:

[Signature]
City Clerk

EXECUTED and adopted upon motion duly made, seconded and passed this 19th day of May, 1997, for the Norman Chamber of Commerce.

CHAMBER OF COMMERCE OF NORMAN, OKLAHOMA

BY: [Signature]
President

ATTEST:

[Signature]
Secretary

EXECUTED and adopted upon motion duly made, seconded and passed this 8th day of July, 1997, for the Norman Economic Development Coalition, Inc.

NORMAN ECONOMIC DEVELOPMENT COALITION, INC.

BY: [Signature]

ATTEST:

[Signature]
Secretary

**Amendment No. 2 to
Contract No. K-9697-33**

This Amendment is made and entered into this 27th day of July, 2004, by and between the University of Oklahoma, Norman, Oklahoma (hereinafter referred to as "the University"), the City of Norman, a municipal corporation (hereinafter referred to as "the City"), and the Chamber of Commerce of Norman, Oklahoma, a non-profit corporation (hereinafter referred to as "the Chamber"), and Norman Economic Development Coalition, Inc., a Oklahoma Not for Profit Corporation (hereinafter referred to as "NEDC")

WITNESSETH THAT:

WHEREAS, the University, the City, the Chamber, and NEDC entered into Contract No. K-9697-33 on the 13th day of August, 1996, for the purpose of promoting and recruiting new and existing businesses and industries to the City of Norman.

NOW, THEREFORE, and in consideration of the mutual covenants and agreements herein, it is stipulated and agreed between the parties as follows:

1. That Section 4. Funding Paragraph A, of Contract No. K-9697-33 shall be amended to read as follows:

"The University, the City and the Chamber each agree to contribute the sum of \$100,000.00 per year contingent upon the appropriation of funds on an annual basis by the governing bodies."

IN WITNESS WHEREOF, the parties hereto have set their official names and signatures, on the day as set out below.

EXECUTED and adopted this 20 day of July, 2004, for the University of Oklahoma.

UNIVERSITY OF OKLAHOMA

BY: _____

David Boren, President

ATTEST:

Debra Skinner
Asst. Secretary

APPROVED by the City Attorney this 21st day of July, 2004.

BY: _____

City Attorney

Amendment No. 2 to Contract No. K-9697-33
Page Two

EXECUTED and adopted upon motion duly made, seconded and passed this 27th day of July, 2004, for the City of Norman.

CITY OF NORMAN, A MUNICIPAL CORPORATION

BY: Harold Haraban
Mayor

ATTEST:

Mary Hatley
City Clerk

EXECUTED and adopted upon motion duly made, seconded and passed this 20 day of July, 2004, for the Norman Chamber of Commerce.

CHAMBER OF COMMERCE OF NORMAN, OKLAHOMA

BY: Jed Orel
President

ATTEST:

Ken G. Allen
Secretary

EXECUTED and adopted upon motion duly made, seconded and passed this 20th day of July, 2004, for the Norman Economic Development Coalition, Inc.

NORMAN ECONOMIC DEVELOPMENT COALITION, INC.

BY: Bob Brown CHAIRMAN

ATTEST:

Pat Lander Brown
Secretary

**Amendment No. 3 to
Contract No. K-9697-33**

THIS AMENDMENT is made and entered into this 8th day of July, 2008, by and between the University of Oklahoma, Norman, Oklahoma (hereinafter referred to as "the University"), the City of Norman, a municipal corporation (hereinafter referred to as "the City"), and the Chamber of Commerce of Norman, Oklahoma, a non-profit corporation (hereinafter referred to as "the Chamber"), and Norman Economic Development Coalition, Inc., an Oklahoma Not for Profit Corporation (hereinafter referred to as "NEDC")

WITNESSETH THAT:

WHEREAS, the University, the City, the Chamber, and NEDC entered into Contract No. K-9697-33 on the 13th day of August, 1996, for the purpose of promoting and recruiting new and existing businesses and industries to the City of Norman.

NOW, THEREFORE, and in consideration of the mutual covenants and agreements herein, it is stipulated and agreed between the parties as follows:

1. That Section 4. Funding Paragraph A, of Contract No. K-9697-33 shall be amended to read as follows:

"The University, the City and the Chamber each agree to contribute the sum of \$125,000.00 per year contingent upon the appropriation of funds on an annual basis by the governing bodies."

IN WITNESS WHEREOF, the parties hereto have set their official names and signatures, on the day as set out below.

EXECUTED and adopted this 27th day of June, 2008, for the University of Oklahoma.

UNIVERSITY OF OKLAHOMA

BY: David Boren
David Boren, President

ATTEST:

Debra Skinner
Debra Skinner, Assistant Secretary
Of The University of Oklahoma

APPROVED by the City Attorney this 30 day of June, 2008.

BY: [Signature]
City Attorney

Amendment No. 3 to Contract No. K-9697-33
Page Two

EXECUTED and adopted upon motion duly made, seconded and passed this 8th day of July, 2008, for the City of Norman.

CITY OF NORMAN, A MUNICIPAL CORPORATION

BY: 

Mayor Pro Tem

ATTEST:



City Clerk


EXECUTED and adopted upon motion duly made, seconded and passed this 27th day of June, 2008, for the Norman Chamber of Commerce.

CHAMBER OF COMMERCE OF NORMAN, OKLAHOMA

BY: 

President

ATTEST:



Secretary

EXECUTED and adopted upon motion duly made, seconded and passed this 25th day of June, 2008, for the Norman Economic Development Coalition, Inc.

NORMAN ECONOMIC DEVELOPMENT
 COALITION, INC.

BY: 

Name: Lois Lawler Brown

Title: NEDC Board Chair

ATTEST:



Secretary

**Amendment No. 4 to
Contract No. K-9697-33**

THIS AMENDMENT is made and entered into this 23rd day of June, 2009, by and between the Board of Regents of the University of Oklahoma, Norman, Oklahoma (hereinafter referred to as "the University"), the City of Norman, a municipal corporation (hereinafter referred to as "the City"), the Chamber of Commerce of Norman, Oklahoma, a non-profit corporation (hereinafter referred to as "the Chamber"), the Moore Norman Technology Center, Norman, Oklahoma (hereinafter referred to as "MNTC"), and **Norman Economic Development Coalition, Inc.**, an Oklahoma Not for Profit Corporation (hereinafter referred to as "NEDC").

WITNESSETH THAT:

WHEREAS, the University, the City, the Chamber and NEDC entered into K-9697-33 on the 13th day of August 1996, for the purpose of promoting and recruiting new and existing businesses and industries to the City of Norman; and

WHEREAS, the University, the City, the Chamber and NEDC desire to expand the partnership established by K-9697-33 by including the Moore Norman Technology Center in said partnership.

NOW, THEREFORE, and in consideration of the mutual covenants and agreements herein, it is stipulated and agreed between the parties as follows:

1. That Section 1. Scope of Services shall be amended in pertinent part to read as follows:

A. The NEDC will engage in industrial and business solicitation activities on behalf of the City, the Chamber, the University and MNTC, in order to expand the economic base of Norman, Oklahoma, through the retention of existing business and industry and the attraction of new business and industry.

D. NEDC shall report quarterly the status of its activities to the University, the City, MNTC, and the Chamber by providing a summary of its activities. In addition, NEDC shall furnish quarterly financial reports that include revenue and expense reports compared to budget and balance sheets covering the period and year to date.

E. NEDC shall make such recommendations to the University, the City, MNTC, and the Chamber as it may deem necessary to further the objectives of NEDC.

F. NEDC shall provide a plan of economic development to the University, the City, MNTC, and the Chamber by which it intends to

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promote the maintenance and expansion of the economic base of the City of Norman.

2. That Section 2. Term of Agreement shall be amended to read as follows:

This agreement shall be renewed automatically and the terms and provisions thereof shall continue in full force and effect for a twelve (12) month period, with provisions for automatic renewal to apply to each successive twelve (12) month period thereafter, subject to the appropriation of funds by the City, the University, MNTC, and subject to continuing collection by the Chamber of funds from voluntary contributions.

3. That Section 3. Additional Considerations shall be amended in pertinent part to read as follows:

A. Indemnification. The NEDC shall indemnify and hold harmless the University, the City, MNTC, and the Chamber, and its agents and officers from any and all liability from any act performed by NEDC.

B. Audit. A copy of the annual audit which is prepared by a firm of certified public accountants employed by NEDC shall be furnished on a timely basis to the University, the City, MNTC, and the Chamber.

4. That Section 4. Funding shall be amended to read as follows:

A. The University, the City, MNTC, and the Chamber each agree to contribute the sum of \$125,000.00 per year contingent upon the appropriation of funds on an annual basis by the governing bodies.

B. Board of Directors of NEDC shall provide to the University, the City, MNTC and the Chamber, a copy of the annual budget approved by the Board of Directors of NEDC.

IN WITNESS WHEREOF, the parties hereto have set their official names and signatures, on the day set out below.

UNIVERSITY OF OKLAHOMA

EXECUTED and adopted this 4th day of June, 2009, for the Board of Regents of the University of Oklahoma.

BY:

David Boren
David Boren, President

ATTEST:

Debra Skinner
Debra Skinner, Assistant Secretary
Of The University of Oklahoma

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CITY OF NORMAN, A MUNICIPAL CORPORATION

EXECUTED and adopted upon motion duly made, seconded and passed this 23rd day of June, 2009, for the City of Norman, Oklahoma.

BY: Cindy Rosenthal
Mayor Cindy Rosenthal

ATTEST: Brenda Hall
City Clerk

APPROVED by the City Attorney this 8 day of June, 2009.

CHAMBER OF COMMERCE OF NORMAN, OKLAHOMA

EXECUTED and adopted upon motion duly made, seconded and passed this 2nd day of June, 2009, for the Chamber of Commerce of Norman, Oklahoma.

BY: Cindy Mosher
President

ATTEST: James S. Culver
Secretary

MOORE-NORMAN TECHNOLOGY CENTER

EXECUTED and adopted this ____ day of _____, 2009, for Moore-Norman Technology Center.

BY: John Jones
President

ATTEST: _____

NORMAN ECONOMIC DEVELOPMENT COALITION, INC.

EXECUTED and adopted upon motion duly made, seconded and passed this 27 day of May, 2009, for the Norman Economic Development Coalition, Inc.

BY: Myeun Yulha
NEDC Board Chair

ATTEST: [Signature]
Secretary

CCEDC Response to Possible Contract Changes

1. Section 3(C): Political Activities. Language in the previous contracts with NEDC defined “political activity” more broadly to include a prohibition on engaging in political activity with the primary or incidental purpose of supporting or opposing a state or local question. Cities are very careful not to spend public funds on political activity, and I’m sure that is where the original contract provision came from. There is a statute prohibiting public funds from being spent to influence the outcome of a measure which is being referred to by voters by means of initiative or referendum. (26 O.S. 16-119, see also *Quinn v. City of Tulsa*, 777 P.2d 1331). There are also AG opinions that find that, absent a statutory or constitutional authorization of the use of public funds for advocacy for a specific election result, generally, public funds cannot be used to promote a specific election result. OML consistently advises caution in this area, and we historically have as well, ensuring that all of our mailers/promos about elections are factual only, regardless of the topic of the election. Would you be open to using the language from the original contract regarding political activities? **We would not be open to changing for several reasons, but we will continue to support funds not being used for or against elected representatives. That’s a requirement of our 501 (c)(3) status anyway, so we wouldn’t jeopardize that with the IRS. The funds provided by the City are general funds, not dedicated funding (such as Hotel/Motel tax), used to provide the services stated in our contract. Our efforts and the services we provide to recruit or retain companies or projects that we believe are beneficial to the economy can’t be halted because they suddenly become “political,” as everything in society has become political. We did, in fact, stop all efforts to publicly provide factual data on the Entertainment District once signatures were gathered for a bona fide election. However, we believe the decision didn’t align operationally with our mission and was patently unfair to the citizens, our entertainment project, and the five courageous Councilmembers who supported it in spite of half-truths and innuendos. Hence, one reason why we cancelled the previous contract and revised the wording in the new one provided. If the Council can’t support our need to stay fully engaged with our projects from start to finish (and one they supported at the time), including educating the public, then we have an impasse, and the City will need to secure a different service provider. Soon, whether there is a public vote or not on the Entertainment District, we will release objective data and a subjective analysis of why, when, and how we continue to be the lead advocate for the Rock Creek Entertainment District and the associated Performance Venue we asked OU to anchor and support.**
2. Would you consider a change to ensure the long-standing founding members have more representation, reflective of their participation over the years? For example, the city has one board seat but has contributed over \$3 million to NEDC since its inception. **The NEDC model was needed in 1996, but became increasingly flawed**

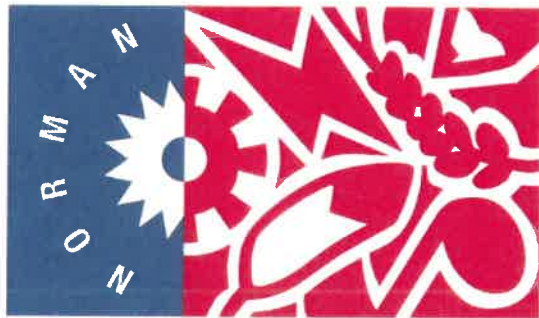
over the years and is not the best practice for economic development organizations today, which is why we made wholesale changes to our Bylaws, funding formulas, Board governance, etc. If we did what you are asking for all founding partners (because you were all equal), you would cancel each other out, and it would have zero effect in terms of influence. Furthermore, CCEDC was founded in 2024, and on December 31, 2025, all investors of record will be considered Founding Partners of CCEDC. That said, at our last Board meeting (the City no longer attends because the contract grace period ended September 30), we agreed to consider a “weighted” vote for those who invest at higher levels. However, eventual Board approval is far from assured, isn’t based on tenure (30 years) since this is a new organization, and won’t be decided until our retreat in January. Obviously, if the City isn’t an investor, they won’t even be able to make the argument in favor at our retreat.

I would also like to point out that while the City has provided \$3 million over 30 years, CCEDC has spent/invested/improved Norman with an Economic Impact of over \$3.5 billion during that same time frame. In just the last three years, we’ve had an economic impact of \$1 billion, spent \$10 million on downtown Norman improvements, paid over \$200,000 for studies such as National Weather Museum, Mountain Biking, Rock Creek Entertainment District, Equestrian Venue, etc., co-led the charge on the original downtown business improvement district, kept the city out of, and avoided, an imminent multi-million dollar lawsuit, and helped secure a \$53 million state high school anchored in Norman, using a \$20 million grant that we championed, that will be the envy of the state/nation and will drive aerospace high quality high paying job opportunities to us.

3. Would you consider a provision that requires the filing of an annual budget with the City, annual audits, and an annual report of activity? We would NOT agree to file an annual budget or annual audit with the City. Those are both presented to the CCEDC Board, which means the City Manager sees and votes on them, and would presumably report back verbally to Council on whether to remain in the Coalition. The Council should know that we currently have 20+ CEOs on our Board, who know very well how to run organizations and manage budgets, so “oversight” from the City Council will never happen. Our audits have always been clean and unqualified. We have a strong balance sheet with \$20 million plus in assets, no debt, and plenty of cash. Better yet, we have trusted relationships and partnerships throughout the state and nation. The cost to provide the services outlined in the contract is between \$1.3 and \$1.6 million annually, including 9 FT, PT, and contracted staff. Our request of the City is not because we need \$130,000 to remain viable. It’s simply the public formula/pricing to provide the services we’ve outlined and to give the City a vote at the Coalition table. Strategically, showing our business plans, strategies, and

tactics to our competitors (if available, since City records are open to the public) is another grave flaw for a competitive organization like ours. We do provide an Annual Report at our Annual Meeting. The City is welcome to distribute and publish that if they choose.

4. Is there any willingness to follow the Open Records Act and Open Meetings Act, at least as it pertains to public funding? Again, we do not receive a dedicated amount (a tax, bond, or millage, etc.) from the City on our year-to-year agreement to provide services. That's a significant differentiation and why we are treated just like a plumber providing a service to the City. You don't see their books or audits, or ask them to make their meetings public. We are not subject to the Open Records Act or the Open Meetings Act and will not set that precedent as a private entity. Again, why would we unnecessarily broadcast our strategies and intentions to our competitors?
5. What is the purpose of the 3rd whereas clause? "Funding for the Coalition has not changed since July 8, 2008, reducing the buying power of the City investment by approximately 49%"? The purpose is to show two things: First, at \$125,000, the City doesn't invest significantly in quality job recruitment or retention, and lags well behind competitor cities throughout Oklahoma. Please check for yourself. And secondly, in today's dollars, to remain competitive with 2008 when the City began investing \$125,000, the City should be at \$225,000 minimum due to inflation alone. The fact that CCEDC has created a new formula and funding model that increases the City's investment by just \$5,000 annually, to \$130,000 based on population, should be prima facie evidence that we are working in good faith to keep the City of Norman costs down and to leverage the resources of our other private investors (some with a 50x annual increase) so that a professional recruitment and retention effort remains in place for Norman. We are fine if you'd like to delete that illustrative "whereas clause."



ECONOMIC DEVELOPMENT IN NORMAN

NOVEMBER 25, 2025

Cleveland County Economic Development Coalition



History of NEDC

- 1996 – City, Chamber and OU create the Norman Economic Development Coalition
- Scope of Services:
 - Engage in industrial and business solicitation activities on behalf of the City, Chamber and OU to expand the economic base of Norman through retention of existing business/industry and attraction of new business/industry
 - Act as the City's economic development office
 - Stimulate, encourage, and promote opportunities to commercialize technology transfer from OU to private sector; creation of start-ups; relocation of businesses which might offer consulting opportunities for faculty, jobs for students and faculty families, and collaborative research with faculty
 - Quarterly report on status of its activities to OU, Chamber and City by providing copies of minutes and financial reports
 - Make recommendations to OU, City, Chamber as necessary to further the objectives of NEDC
 - Provide a plan of economic development to OU, City, Chamber by which it intends to promote the maintenance and expansion of the economic base of the City of Norman
- Each entity provided \$75,000 in funding annually
- Each participating entity has board representation
- Annual audits, budgets to be furnished to OU, City and Chamber
- NEDC forbidden from using funding to engage in political activity (defined to include supporting or opposing a candidate or political party of supporting or opposing a State or local question).



History of NEDC

- 1997 – Contract amended to provide for quarterly activity (summary instead of minutes) and financial reports to University, City and the Chamber; automatic renewal of contract unless terminated, subject to appropriation of funds
- 2004 – Funding increased to \$100,000 from each participant
- 2008 – Funding increased to \$125,000 from each participant
- 2009 – MNTC added as participating entity; termination language removed; automatic renewal subject to appropriation of funding
- Since 1996, the City has contributed \$3,125,000 to NEDC for its operations
- 2022 – \$1 million in ARPA funds provided to NEDC by the City for incubator program development



Recent Expansion Efforts

- NEDC President advised the Mayor, City Manager and City Clerk was being replaced by the Cleveland County Economic Development Coalition (NEDC still exists; CCEDC is a registered trade name or d/b/a for NEDC)
 - Mission expanded to elevating the economy of Cleveland County vs. Norman
- Proposed Contract with CCEDC
 - Scope:
 - Advise and consult in support of the City's ED objectives, including production of economic impact reports and cost-benefit analysis, as requested by the City Manager
 - Engage in industrial and business solicitation activities, the retention of existing businesses and industries, retention/attraction of talent, and the incubation and acceleration of startup companies through the CCEDC annual business plan reviewed, adopted and approved by the City Manager as a member of the board of directors
 - Produce marketing materials and promote City assets, properties, and businesses to the Dept of Commerce and Site Selectors through marketing channels.
 - Stimulate, encourage, and promote opportunities for collaboration and partnerships with the private sector, other Cleveland County cities, and Cleveland County to achieve mutually beneficial outcomes.
 - Make recommendations and reports to the City as it deems necessary



Recent Expansion Efforts

- Term: July 1, 2025 – June 30, 2026; automatic renewal subject to appropriation of funds
- 90 day termination provision
- No funding can be used to engage in political activities with purpose of supporting or opposing a candidate or political party
- Board membership- City Manager on the board and on the Nominating Committee; By-laws say “City Manager, or his/her professional employee designate”
- Funding: \$1 per capita (\$130,046 as of July 1, 2023)
- No obligation to provide reports of activities or finances, including audit and budget



Council Concerns

June 24, 2025

- Concerns over lack of financial documentation (audits, quarterly reports)
 - Need for transparency and accountability
- Funding Equity as new cities join – Norman has contributed over \$3 million since 1996
 - “Founding Directors” includes those with an annual investment of at least \$125,000, and/or in the case of municipalities representing at least 15% of the Cleveland County population base, an investment of \$1 per capita of their respective population. Includes County, MNTC, Norman, OU, Chamber, Moore (as of June 2025).
 - More than 20 board members currently
- Incubator Funding Equity – Norman and Cleveland County each contributed \$1 million
 - ARPA Subrecipient Agreement b/w City and NEDC – funds conditioned on expenditure on a business incubator program located in a Qualified Census Tract and including preferences for minority-owned businesses
 - Startup 405 (425 W. Main) budget - \$4-5 million for acquisition, construction and FFE – City and County ARPA funds used for acquisition of building and construction. NEDC/CCEDC capital campaign to fund the remainder.
 - From NEDC’s ARPA Reporting: “Startup 405 will give preference on priority acceptance into the incubator program for women, minorities, Native Americans, and veteran-owned start-ups, all disproportionately impacted by COVID-19. Additionally, NEDC has set aside space or students of Norman Public Schools, the Moore-Norman Technology Center, and the OU Innovation Hub.”



Council Concerns

June 24, 2025

- Concerns with political activity prohibition not including local or state questions
 - 26 O.S. s. 16-119: General Rule - Public funds can't be used to influence the outcome of a measure which is being referred to by voters by means of initiative or referendum
 - 1991 OK AG 27: No state statutory or constitutional provisions specifically authorize the use of public funds by state agencies or officials to advocate a specific election result. Generally, public funds cannot be used to promote a specific election result unless there are particular factual circumstances which create an exception.
- Per-capita contribution from other participating municipalities
 - Based on population - \$1 per person
 - Non-municipal participants must contribute at least \$125,000 annually; County is participating based on per capita rate
- See handout for response from CCEDC Executive Director



Additional Feedback?

