



CATHY O'CONNOR  
Founder  
[cathy@coaligngroup.com](mailto:cathy@coaligngroup.com)  
P.O. Box 7031  
Edmond, OK 73083-7031  
(405) 590-7161

CONTRACT K-2324-161

March 28, 2024

Anthony Francisco, Finance Director  
City of Norman  
201 W. Gray Street  
Norman, OK 73069

Re: Consulting Engagement

Dear Mr. Francisco:

I am pleased to have the opportunity to assist the City of Norman (the "Company"), and to provide the requested consulting services to you. Thank you for this opportunity to assist you!

This letter agreement will confirm our understanding regarding the services I will provide and the terms under which I will provide those services. If you ever have any questions about any aspect of our relationship, please contact me so that any issues or concerns can be promptly addressed.

#### Scope of the Engagement

This engagement will be a continuation of our agreed-to services in our Letter Agreement dated July 31, 2023 and amended on October 30, 2023 (together included as Exhibit C). You have asked me to assist you in the evaluation of the investment and tax increment revenues related to the development of an entertainment district in the City of Norman, and any other services as may be agreed upon by the parties (collectively, the "Consulting Services"). An initial list of services is included as Exhibit A. The term of this Letter Agreement shall begin on the date hereof and continue until the 30<sup>th</sup> day following either party's written notice of termination to the other party (such period, the "Term").

#### Fees and Expenses

In consideration for the Consulting Services to be rendered by Consultant under this letter agreement, the Company will pay COAlign Group LLC ("Consultant") an initial fee of \$5,000 due upon execution of this agreement and an additional fee of \$5,000 per month during the contract

period, not to exceed \$100,000 towards the completion of the services outlined in Exhibit A (collectively, the "Consulting Fees").

In addition to the Consulting Fees described above, the Company shall reimburse Consultant for all reasonable expenses incurred by Consultant in connection with the performance of the Consulting Services to the extent such expenses are approved in advance by the Company.

Consultant acknowledges that it will receive an IRS Form 1099-MISC from the Company, and that it shall be solely responsible for all federal, state, and local taxes and shall indemnify the Company against all such taxes, including penalties and interest.

#### **Termination**

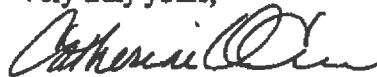
Either the Company or Consultant may terminate this Letter Agreement with or without cause at any time during the Term upon 30 calendar days' prior written notice to the other party. Following termination, the Company shall pay Consultant within thirty (30) days any amount outstanding of the Consulting Fees, following the date of termination and shall also reimburse Consultant for any expenses incurred by Consultant in connection with the performance of the Consulting Services under this letter agreement to the extent such expenses were approved in advance by the Company.

#### **Miscellaneous**

The terms and conditions described in Exhibit B attached hereto are incorporated herein by reference.

If the terms and scope of our engagement described in this letter are acceptable to you, please so indicate by signing below and returning a copy to me. I look forward to working with you!

Very truly yours,



Catherine O'Connor  
Founder, COAlign Group LLC

ACCEPTED AND AGREED AS OF  
April \_\_\_\_\_, 2024

City of Norman, Oklahoma

By: \_\_\_\_\_  
Mayor, City of Norman  
Chair, Norman Tax Increment Finance Authority

***Exhibit A:  
Initial Projects and Services***

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The projects and services the Consultant will provide are described in this Exhibit A and are incorporated into the letter agreement to which this Exhibit A is attached.

**Entertainment District with Performance Venue, Norman Oklahoma**

**i. Initial Services**

- a. Gathering background data from the University of Oklahoma foundation, UTC LLC, the Norman Economic Development Coalition, UNP, LLC, Rainier Development, Lincoln Property Company, Callison/RTKL and other potential development partners (together, the "Developers") and information to analyze the financial assumptions presented in support of a proposed Tax Increment Finance District to provide approximately \$170,000,000 in public facilities and infrastructure, assumed to be generated over a period of up to 25 years in the portion of the University North Park (UNP) development between Rock Creek Road, Tecumseh Street, Interstate 35 and the OU/Westheimer Airport property;
- b. Analysis of the potential incremental ad valorem taxes to be generated within the proposed development, given the previously-presented proposals (single-family and multi-family residential units; office/commercial facilities; retail/restaurant/commercial facilities; arena/performance venues; a Weather Museum/Entertainment facility; a fixed-based airport support operator facility) and background data generated;
- c. Analysis of the potential incremental sales taxes to be generated within the proposed development, given the previously-presented proposals (arena/performance venues; retail/restaurant/commercial facilities; a Weather Museum/Entertainment facility; a fixed-based airport support operator facility) and background data generated;
- d. Analysis of the potential leveraged State of Oklahoma incremental sales taxes to be generated within the proposed development, given the previously-presented proposals and background data generated;
- e. Analysis of the phasing of the construction of the proposed facilities given current market conditions and the resultant timing of the generation of incremental tax revenue; Identification of potential market partners for the generation of up-front construction financing, in advance of the receipt of incremental tax revenues, to construct the proposed public facilities.
- f. Analysis of the impact of the proposed development on existing commercial

and residential properties within University North Park and on existing residential and commercial developments throughout Norman.

- g. Prepare necessary reports about the tax increment revenues and Leverage Act revenues that may be available to support the development of the project and attend meetings of the Statutory TIF Committee and the City Council/Norman Tax Increment Finance Authority to present the findings contained in the report and answer questions.
- h. Provide advice, information, and analysis to assist with the preparation of the Project Plan document for the proposed tax increment district.

**2. Documents To Be Provided by the Developer or Jointly Prepared**

- a. Development Budget by Phase or Project
- b. Development Timeline by Phase or Project
- c. Sources of Funding for the Project and Uses
- d. Ten Year Operating Pro Forma that shows returns, debt service coverage
- e. Sales projections for each component of the project to calculate sales tax generated
- f. Number of Jobs to be created, Construction jobs and Permanent jobs
- g. Types of permanent jobs created by position

**Exhibit B:**  
**Standard Terms and Conditions**

---

The standard terms and conditions described in this Exhibit B are incorporated into the letter agreement to which this Exhibit B is attached.

**Independent Contractor Relationship**

Consultant is an independent contractor hired by the Company. No other relationship is intended to be created between the parties, and this letter agreement shall not be construed to create any association, partnership, joint venture, employment, or agency relationship between Consultant and the Company for any purpose. Without limitation of the foregoing, Consultant shall not be an employee of the Company during the Term, and this letter agreement is not an employment contract.

Consultant has no authority to bind the Company and shall not make any agreements or representations on the Company's behalf without the Company's prior written consent. While Consultant may provide advice, opinions or recommendations to the Company with respect to the Project, all decisions with respect to the Project are the responsibility of the Company and Consultant will not have any liability for such decisions. The Company shall have the authority in its sole discretion to determine the terms and conditions related to the Project and any underlying legal documents.

**Confidentiality**

Consultant acknowledges that, in the course of Consultant's engagement with the Company, Consultant has been or will be given access to and has or will become familiar with certain trade secrets and with other Confidential Information of the Company. As used herein, the term "Confidential Information" means information of any nature and in any form relating to the Company that is disclosed to Consultant or known by Consultant as a result of Consultant's relationship with the Company and is not generally known about the business of the Company. Therefore, in further consideration of Consultant's engagement with the Company, and to protect the Company's Confidential Information, Consultant acknowledges that Consultant will not, except as may otherwise be required by law, directly or indirectly, disclose to any person or entity, or use or cause to be used in any manner any Confidential Information other than in connection with performing the Consulting Services. Consultant agrees that, upon termination of this letter agreement and the request of the Company, all tangible Confidential Information possessed by Consultant, including electronic copies, shall be returned to the Company or destroyed by Consultant and shall not be retained by Consultant or furnished or communicated to any third party in any form whatsoever.

**Miscellaneous**

This letter agreement, all related documents and all matters arising out of or relating to this letter agreement and the Consulting Services provided hereunder shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to any conflict of laws principles that would cause the laws of any other jurisdiction to apply. Any action or

proceeding by either of the parties to enforce this letter agreement shall be brought only in state or federal court located in the State of Oklahoma, County of Oklahoma. The parties hereby irrevocably submit to the exclusive jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

If any term or provision of this letter agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this letter agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

The headings and captions of this letter agreement are provided for convenience only and are intended to have no effect in construing or interpreting this letter agreement. The language in all parts of this letter agreement shall be in all cases construed according to its fair meaning and not strictly for or against the Company or Consultant.

The rights and remedies provided by this letter agreement are cumulative, and the exercise of any right or remedy by either party shall not preclude or waive its right to exercise any or all other rights and remedies.

This letter agreement may only be amended, modified, or supplemented by an agreement in writing signed by both parties, and any of the terms herein may be waived, only by a written document signed by the party waiving compliance.

This letter agreement is for the benefit of, and may be enforced only by, the Company, Consultant and the Company's successors and assigns, and shall not be for the benefit of, and may not be enforced by, any third party.

All notices and other communications under this letter agreement shall be in writing and shall be deemed given (a) when delivered personally by hand; (b) one business day following the day sent by overnight courier (with written confirmation of receipt requested); or (c) three business days following the day deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, in each case to the addresses set forth herein or to such other address as a party may have specified by notice given to the other party pursuant to this provision.

This letter agreement may be executed in multiple counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

This letter agreement contains the entire agreement and understanding between the parties and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between them respecting the subject matter hereof.

***Exhibit C:  
Previous Letter Agreement and Amendment***



**CATHY O'CONNOR**

Founder

[cathy@coaligngroup.com](mailto:cathy@coaligngroup.com)

P.O. Box 7031

Edmond, OK 73083-7031

(405) 590-7161

July 31, 2023

Anthony Francisco, Finance Director  
City of Norman  
201 W. Gray Street  
Norman, OK 73069

Re: Consulting Engagement

Dear Mr. Francisco:

I am pleased to have the opportunity to assist the City of Norman (the "Company"), and to provide the requested consulting services to you. Thank you for this opportunity to assist you!

This letter agreement will confirm our understanding regarding the services I will provide and the terms under which I will provide those services. If you ever have any questions about any aspect of our relationship, please contact me so that any issues or concerns can be promptly addressed.

### **Scope of the Engagement**

You have asked me to assist you in the evaluation of the investment and tax increment revenues related to the development of an entertainment district in the City of Norman, and any other services as may be agreed upon by the parties (collectively, the "Consulting Services"). An initial list of services is included as Exhibit A. The term of this letter agreement shall begin on the date hereof and continue until the 30<sup>th</sup> day following either party's written notice of termination to the other party (such period, the "Term").

### **Fees and Expenses**

In consideration for the Consulting Services to be rendered by Consultant under this letter agreement, the Company will pay COAlign Group LLC ("Consultant") an initial fee of \$5,000.00 due upon execution of this agreement and an additional fee of \$15,000 upon completion of the services outlined in Exhibit A (collectively, the "Consulting Fees").



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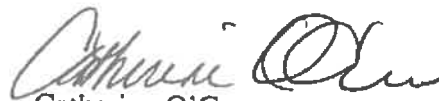
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### Miscellaneous

The terms and conditions described in Exhibit B attached hereto are incorporated herein by reference.

If the terms and scope of our engagement described in this letter are acceptable to you, please so indicate by signing below and returning a copy to me. I look forward to working with you!

Very truly yours,



Catherine O'Connor  
Founder, COAlign Group LLC

ACCEPTED AND AGREED AS OF  
August 3, 2023

City of Norman, Oklahoma

By:



Anthony Francisco, Finance Director

***Exhibit A:  
Initial Projects and Services***

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The projects and services the Consultant will provide are described in this Exhibit A and are incorporated into the letter agreement to which this Exhibit A is attached.

**Entertainment District with Performance Venue, Norman Oklahoma**

**1. Initial Services**

- a. Gathering background data from the University of Oklahoma foundation, UTC LLC, the Norman Economic Development Coalition, UNP, LLC, Rainier Development, Lincoln Property Company, Callison/RTKL and other potential development partners (together, the "Developers") and information to analyze the financial assumptions presented in support of a proposed Tax Increment Finance District to provide approximately \$170,000,000 in public facilities and infrastructure, assumed to be generated over a period of up to 25 years in the portion of the University North Park (UNP) development between Rock Creek Road, Tecumseh Street, Interstate 35 and the OU/Westheimer Airport property;
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- e. Analysis of the phasing of the construction of the proposed facilities given current market conditions and the resultant timing of the generation of incremental tax revenue;

- f. Identification of potential market partners for the generation of up-front construction financing, in advance of the receipt of incremental tax revenues, to construct the proposed public facilities;
  - g. Analysis of the impact of the proposed development on existing commercial and residential properties within University North Park and on existing residential and commercial developments throughout Norman.
  - h. Prepare a report about the tax increment revenues and Leverage Act revenues that may be available to support the development of the project and attend meetings of the Statutory TIF Committee and the City Council to present the findings contained in the report and answer questions.
2. Documents To Be Provided by the Developer or Jointly Prepared
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  - f. Number of Jobs to be created, Construction jobs and Permanent jobs
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***Exhibit B:  
Standard Terms and Conditions***

---

The standard terms and conditions described in this Exhibit B are incorporated into the letter agreement to which this Exhibit B is attached.

**Independent Contractor Relationship**

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**Miscellaneous**

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proceeding by either of the parties to enforce this letter agreement shall be brought only in state or federal court located in the State of Oklahoma, County of Oklahoma. The parties hereby irrevocably submit to the exclusive jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

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This letter agreement may only be amended, modified, or supplemented by an agreement in writing signed by both parties, and any of the terms herein may be waived, only by a written document signed by the party waiving compliance.

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This letter agreement may be executed in multiple counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

This letter agreement contains the entire agreement and understanding between the parties and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between them respecting the subject matter hereof.



(405) 590-7161



cathy@coaligngroup.com



P.O. Box 7031  
Edmond, OK 73083-7031

**October 30, 2023**

**Mr. Anthony Francisco  
Director of Finance  
City of Norman**

**RE: Addendum to Agreement - UNP Analysis**

I would like to propose an increase of \$5,000 to the fee included in our agreement dated August 3, 2023. This additional fee is to address the continued work to analyze the proposed development at University North Park and the creation of a new TIF District. The increased fee will cover the original scope of work and will cover work through December 31, 2023. If the City of Norman desires to continue to retain the Coalign Group after this date, I would suggest that we negotiate a new agreement with the understanding that it will require City Council approval.

Thank you for your consideration of this addendum. If you agree with it, please sign below.

Sincerely,

A handwritten signature in cursive script that reads 'Cathy O'Connor'.

**Cathy O'Connor**

**Approved:**

A handwritten signature in cursive script that reads 'Anthony Francisco'.

**Anthony Francisco, Director of Finance**

11/3/2023  
**Date**