



CITY OF NORMAN, OK
NORMAN FORWARD SALES TAX CITIZEN FINANCIAL
OVERSIGHT BOARD MEETING

Adult Wellness and Education Center, 602 N. Findlay, Norman, OK 73069
Friday, November 03, 2023 at 3:30 PM

AGENDA

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 contact the ADA Technician at 405-366-5446, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.

ROLL CALL

MINUTES

1. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF MINUTES FROM SEPTEMBER 15, 2023

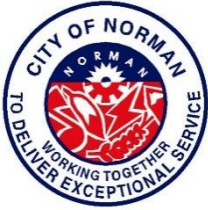
REPORTS

2. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF FINANCIAL REPORTS
3. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF PREVIOUSLY APPROVED COUNCIL ACTIONS
4. AD HOC COMMITTEE LIAISON REPORTS
5. PROJECT MANAGER REPORTS
 - A) DISCUSSION REGARDING THE PROMOTION OF NORMAN FORWARD PROJECTS - VISIT NORMAN'S DAN SCHEMM & TRENT BROWN

MISCELLANEOUS COMMENTS

6. ESTABLISHMENT OF FUTURE MEETING TIME(S)
7. TOUR OF ADULT WELLENSS AND EDUCATION CENTER

ADJOURNMENT



CITY OF NORMAN, OK NORMAN FORWARD SALES TAX CITIZEN FINANCIAL OVERSIGHT BOARD MEETING

Young Family Athletic Center, 2501 Conference Drive, Norman, OK 73069
Friday, September 15, 2023 at 3:30 PM

MINUTES

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 contact the ADA Technician at 405-366-5446, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.

ROLL CALL

PRESENT

- Board Member Andy Rieger
- Board Member Alva Brockus
- Board Member Andy Sherrer
- Board Member Cindy Rogers
- Board Member Erik Paulson
- Board Member Saidy Orellana
- Board Member Misty Grantham
- Board Member Zachary Simpson

ABSENT

- Board Member Linda Price

OTHERS

- Anthony Francisco, Director of Finance
- Jason Olsen, Director of Parks & Recreation
- Kellen McCoy, Field Operations Supervisor
- Dannielle Risenhoover, Administrative Tech IV

MINUTES

1. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF MINUTES FROM JULY 18, 2023

Member Brockus made a motion to approve the minutes from the July 18, 2023 meeting, as amended, to include Member Andy Rieger as in attendance. Member Paulson duly seconded the motion. The motion passed unanimously.

Items submitted for the record:

Norman Forward Citizens Financial Oversight Board Minutes from July 18, 2023

REPORTS AND ACTION ITEMS

2. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF FINANCIAL REPORTS

Anthony Francisco gave the report. Francisco drew everyone's attention to the final project cost comparison sheet highlighting the Griffin Park Soccer Complex. This project is near final completion and is currently over budget by about \$106,865. There is about \$8.6 million left in the Young Family Athletic Center (YFAC) project. Francisco hopes to use some of the YFAC budget to make up for the Griffin Park Soccer Complex debt. "We hope that all of these projects will balance out," Francisco stated.

Francisco addressed pay-as-you-go projects versus bond projects on the expenditure sheets stating that each project has a project identifier code. The letters at the beginning of each code refer to the project type as follows:

NFB indicates the project is a Norman Forward bond project.

NFP indicates the project is a Norman Forward pay-as-you-go project.

City of Norman, Norman Forward sales tax revenue is 0.58% above the fiscal year projections and about 9.96% below the original projections from back in 2015. Use tax projections are 21.06% above the fiscal year projections and 151.43% above the original projections. For the combined sales tax and use tax projections, the City is 2.35% above the fiscal year projections and 3.64% below the original projections. Francisco stated, "We are closing the gap a bit, getting back to our original projections. We hope that we will be able to maintain and finish the projects on their budgeted levels. We had a couple of really bad months in August and September for sales tax collection City wide; and that is reflected here. Norman is kind of following the trends for the Oklahoma City metropolitan area. We're kind of in the middle for the cities that we compare to regionally. We'll just continue to monitor the trends and report them to you and respond appropriately." Member Simpson asked, "What happens if that gap does not close?" Francisco stated, "That's why we adjust things each fiscal year. If we are unable to meet the original budget projection for projects, we would cut back some projects. You'll also recall that this Committee made a recommendation to the Council that when we get to the end, if we don't have enough money, that Council will appropriate money from someplace else to make these projects whole."

Member Sherrer made a motion to approve the Financial Reports, which was duly seconded by Member Brockus. The motion passed unanimously.

Items submitted for the record:

Norman Forward Citizens Financial Oversight Board Financial Reports

3. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF PREVIOUSLY APPROVED COUNCIL ACTIONS

Francisco noted that the Operations Policy Manual was approved by Council. The Board did not have any questions or comments on the previously approved Council actions.

4. AD HOC COMMITTEE LIAISON REPORTS

Jason Olsen gave the report. "We have been meeting pretty consistently over at the Senior Center, once a month, with the Ad Hoc Committee," Olsen said. "This is usually how we close out a project. We try to meet with them, do tours, and have our operator there giving an update on what operations will look like."

5. PROJECT MANAGER REPORTS

Jason Olsen gave the report. A pickle ball and tennis court package was recently approved for Bentley Park. This is in addition to the previously approved playground package. Crews are currently working on sidewalk trails and they're planting trees within the park. A ribbon cutting ceremony is expected for this park in spring of 2024.

Griffin Park Soccer Complex has 22 soccer fields, over 1,000 parking spaces, almost half of the fields have lighting, and the City is working on building a road that runs through the park to connect 12th Avenue east to Robinson. An east exit/entrance into Griffin Park Soccer Complex off of 12th Avenue was constructed once it was realized that signal lights were going to be available. This street improvement wasn't originally budgeted for in the construction of the Griffin Park Soccer Complex. Olsen stated that this valuable improvement created some "over-run costs". There will be some renovations to the dog park that is adjacent to Griffin Park as well. A ribbon cutting ceremony for Griffin Park is scheduled for 9:30 AM on Saturday, September 16, 2023.

The Adult Wellness and Education Center is "almost completely done with construction," according to Olsen. He stated that furniture will be delivered in about a week. The exercise equipment vendor for the Adult Wellness and Education Center is providing the equipment on a finance-lease basis. "We found it more conducive to make a monthly payment so that it can be a regular budget item and not a capital item in the future, and after the five year lease expires we get new equipment," Olsen stated. This facility is expected to open around November 1, 2023.

The Parks and Recreation Department is planning a Norman Forward Half-way Celebration at the Adult Wellness and Education Center. This is scheduled for October 19, 2023. "All of our major projects are done and we are at a half-way point (for the Norman Forward tax). A lot of work has gotten done and we want to make sure that we highlight all the accomplishments with Norman Forward," Olsen said.

The James Garner Extension project is under construction. This is a State Department of Transportation managed project. The Trae Young Drive project is expected to be completed in a few weeks with a street dedication expected the end of September.

6. YOUNG FAMILY ATHLETIC CENTER (YFAC) UPDATE & BUSINESS PLAN REPORT

Item 1.

The Young Family Athletic Center (YFAC) walls are all constructed. The facility is fully air conditioned. The wood floor is being installed. Staff is expected to start reporting to the YFAC sometime in December 2023, with the facility opening in January 2024. The ribbon cutting ceremony is expected to occur around the National Basketball Association (NBA) All-star break in February 2024 so that the Young family can be in attendance.

MISCELLANEOUS

7. ESTABLISHMENT OF FUTURE MEETING TIME(S)

The Board determined that the next Norman Forward Sales Tax Citizen Financial Oversight Board Meeting would be November 3, 2023, at 3:30 PM at the Adult Wellness and Education Center, 602 N. Findlay, Norman, OK.

8. TOUR OF THE YOUNG FAMILY ATHLETIC CENTER

Kellen McCoy, Field Operations Supervisor for the YFAC, provided the Board a guided tour of the YFAC. McCoy answered questions and provided insight into the facility's layout and design.

ADJOURNMENT

Member Brockus made a motion to adjourn the meeting which was duly seconded by Member Simpson. The motion passed unanimously. The meeting adjourned at approximately 4:10 PM.

Andy Rieger, Chair
Norman Forward Sales Tax Citizen Financial Oversight Board

CITY OF NORMAN
NORMAN FORWARD SALES TAX REVENUE, VERSUS PROJECTION

MONTH	BY FISCAL YEAR			COMPARED TO 7/2015 PROJECTION		
	PROJECTED	ACTUAL	% VARIANCE	ACTUAL	PRELIMINARY PROJECTION*	% VARIANCE
March, 2016	\$ 765,813	\$ 728,243	-4.91%	\$ 728,243	\$ 760,927	-4.30%
April, 2016	\$ 737,709	\$ 776,747	5.29%	\$ 776,747	\$ 733,003	5.97%
May, 2016	\$ 796,539	\$ 802,418	0.74%	\$ 802,418	\$ 791,458	1.38%
June, 2016	\$ 820,638	\$ 729,175	-11.15%	\$ 729,175	\$ 815,402	-10.57%
July, 2016	\$ 771,629	\$ 758,153	-1.75%	\$ 758,153	\$ 760,692	-0.33%
August, 2016	\$ 811,311	\$ 753,218	-7.16%	\$ 753,218	\$ 799,813	-5.83%
September, 2016	\$ 786,920	\$ 771,583	-1.95%	\$ 771,583	\$ 775,767	-0.54%
October, 2016	\$ 858,715	\$ 816,566	-4.91%	\$ 816,566	\$ 846,544	-3.54%
November, 2016	\$ 798,882	\$ 769,521	-3.68%	\$ 769,521	\$ 787,559	-2.29%
December, 2016	\$ 784,003	\$ 745,468	-4.92%	\$ 745,468	\$ 772,891	-3.55%
January, 2017	\$ 827,244	\$ 796,677	-3.70%	\$ 796,677	\$ 815,519	-2.31%
February, 2017	\$ 980,463	\$ 814,235	-16.95%	\$ 814,235	\$ 966,569	-15.76%
March, 2017	\$ 771,866	\$ 683,655	-11.43%	\$ 683,655	\$ 793,266	-13.82%
April, 2017	\$ 743,541	\$ 768,593	3.37%	\$ 768,593	\$ 764,155	0.58%
May, 2017	\$ 802,832	\$ 758,083	-5.57%	\$ 758,083	\$ 825,095	-8.12%
June, 2017	\$ 827,125	\$ 747,817	-9.59%	\$ 747,817	\$ 850,057	-12.03%
July, 2017	\$ 760,592	\$ 769,840	1.22%	\$ 769,840	\$ 792,140	-2.82%
August, 2017	\$ 798,825	\$ 736,344	-7.82%	\$ 736,344	\$ 855,817	-13.96%
September, 2017	\$ 788,843	\$ 755,105	-4.28%	\$ 755,105	\$ 845,123	-10.65%
October, 2017	\$ 845,645	\$ 800,169	-5.38%	\$ 800,169	\$ 905,977	-11.68%
November, 2017	\$ 787,013	\$ 757,642	-3.73%	\$ 757,642	\$ 843,162	-10.14%
December, 2017	\$ 772,904	\$ 705,659	-8.70%	\$ 705,659	\$ 828,046	-14.78%
January, 2018	\$ 816,503	\$ 829,421	1.58%	\$ 829,421	\$ 874,756	-5.18%
February, 2018	\$ 959,243	\$ 803,901	-16.19%	\$ 803,901	\$ 1,027,679	-21.78%
March, 2018	\$ 758,166	\$ 723,206	-4.61%	\$ 723,206	\$ 846,777	-14.59%
April, 2018	\$ 735,117	\$ 733,040	-0.28%	\$ 733,040	\$ 821,035	-10.72%
May, 2018	\$ 790,948	\$ 801,350	1.32%	\$ 801,350	\$ 883,391	-9.29%
June, 2018	\$ 811,552	\$ 777,694	-4.17%	\$ 777,694	\$ 906,403	-14.20%
July, 2018	\$ 732,971	\$ 792,168	8.08%	\$ 792,168	\$ 849,487	-6.75%
August, 2018	\$ 769,817	\$ 778,107	1.08%	\$ 778,107	\$ 892,189	-12.79%
September, 2018	\$ 748,752	\$ 753,875	0.68%	\$ 753,875	\$ 867,775	-13.13%
October, 2018	\$ 814,936	\$ 814,292	-0.08%	\$ 814,292	\$ 944,481	-13.78%
November, 2018	\$ 758,434	\$ 769,806	1.50%	\$ 769,806	\$ 878,997	-12.42%
December, 2018	\$ 744,837	\$ 755,617	1.45%	\$ 755,617	\$ 863,238	-12.47%
January, 2019	\$ 786,853	\$ 862,016	9.55%	\$ 862,016	\$ 911,933	-5.47%
February, 2019	\$ 924,409	\$ 801,472	-13.30%	\$ 801,472	\$ 1,071,356	-25.19%
March, 2019	\$ 730,634	\$ 686,081	-6.10%	\$ 686,081	\$ 882,765	-22.28%
April, 2019	\$ 708,422	\$ 770,033	8.70%	\$ 770,033	\$ 855,929	-10.04%
May, 2019	\$ 762,226	\$ 762,196	0.00%	\$ 762,196	\$ 920,936	-17.24%
June, 2019	\$ 782,081	\$ 809,526	3.51%	\$ 809,526	\$ 944,925	-14.33%
July, 2019	\$ 763,597	\$ 768,847	0.69%	\$ 768,847	\$ 887,108	-13.33%
August, 2019	\$ 800,628	\$ 761,846	-4.84%	\$ 761,846	\$ 930,129	-18.09%
September, 2019	\$ 778,646	\$ 788,095	1.21%	\$ 788,095	\$ 904,591	-12.88%
October, 2019	\$ 847,316	\$ 844,155	-0.37%	\$ 844,155	\$ 984,369	-14.24%
November, 2019	\$ 788,870	\$ 799,842	1.39%	\$ 799,842	\$ 916,469	-12.73%
December, 2019	\$ 774,718	\$ 812,104	4.83%	\$ 812,104	\$ 899,994	-9.77%
January, 2020	\$ 820,021	\$ 851,020	3.78%	\$ 851,020	\$ 952,659	-10.67%

February, 2020	\$ 958,070	\$ 819,751	-14.44%	\$ 819,751	\$ 1,113,036	-26.35%
March, 2020	\$ 758,559	\$ 720,227	-5.05%	\$ 720,227	\$ 918,709	-21.60%
April, 2020	\$ 738,133	\$ 747,531	1.27%	\$ 747,531	\$ 893,970	-16.38%
May, 2020	\$ 792,526	\$ 702,283	-11.39%	\$ 702,283	\$ 959,846	-26.83%
June, 2020	\$ 813,861	\$ 664,592	-18.34%	\$ 664,592	\$ 985,686	-32.58%
July, 2020	\$ 777,799	\$ 808,364	3.93%	\$ 808,364	\$ 925,809	-12.69%
August, 2020	\$ 814,405	\$ 850,341	4.41%	\$ 850,341	\$ 969,380	-12.28%
September, 2020	\$ 793,231	\$ 779,982	-1.67%	\$ 779,982	\$ 944,177	-17.39%
October, 2020	\$ 862,850	\$ 817,975	-5.20%	\$ 817,975	\$ 1,027,044	-20.36%
November, 2020	\$ 803,681	\$ 779,947	-2.95%	\$ 779,947	\$ 956,616	-18.47%
December, 2020	\$ 789,933	\$ 795,174	0.66%	\$ 795,174	\$ 940,251	-15.43%
January, 2021	\$ 835,910	\$ 865,704	3.56%	\$ 865,704	\$ 994,978	-12.99%
February, 2021	\$ 972,244	\$ 842,592	-13.34%	\$ 842,592	\$ 1,157,255	-27.19%
March, 2021	\$ 771,573	\$ 801,811	3.92%	\$ 801,811	\$ 957,430	-16.25%
April, 2021	\$ 751,969	\$ 733,759	-2.42%	\$ 733,759	\$ 933,104	-21.36%
May, 2021	\$ 804,859	\$ 929,299	15.46%	\$ 929,299	\$ 998,734	-6.95%
June, 2021	\$ 825,105	\$ 946,083	14.66%	\$ 946,083	\$ 1,023,857	-7.60%
July, 2021	\$ 784,866	\$ 976,078	24.36%	\$ 976,078	\$ 965,155	1.13%
August, 2021	\$ 821,805	\$ 986,400	20.03%	\$ 986,400	\$ 1,010,579	-2.39%
September, 2021	\$ 800,438	\$ 1,022,755	27.77%	\$ 1,022,755	\$ 984,304	3.91%
October, 2021	\$ 870,690	\$ 1,064,323	22.24%	\$ 1,064,323	\$ 1,070,693	-0.59%
November, 2021	\$ 810,984	\$ 965,607	19.07%	\$ 965,607	\$ 997,273	-3.18%
December, 2021	\$ 790,508	\$ 992,536	25.56%	\$ 992,536	\$ 972,093	2.10%
January, 2022	\$ 860,624	\$ 1,048,226	21.80%	\$ 1,048,226	\$ 1,058,316	-0.95%
February, 2022	\$ 837,647	\$ 1,029,877	22.95%	\$ 1,029,877	\$ 1,117,876	-7.87%
March, 2022	\$ 797,106	\$ 839,152	5.27%	\$ 839,152	\$ 1,021,865	-17.88%
April, 2022	\$ 758,802	\$ 931,510	22.76%	\$ 931,510	\$ 972,761	-4.24%
May, 2022	\$ 812,172	\$ 1,027,267	26.48%	\$ 1,027,267	\$ 1,041,180	-1.34%
June, 2022	\$ 832,602	\$ 1,061,513	27.49%	\$ 1,061,513	\$ 1,067,371	-0.55%
July, 2022	\$ 985,918	\$ 963,920	-2.23%	\$ 963,920	\$ 1,006,175	-4.20%
August, 2022	\$ 1,032,318	\$ 980,427	-5.03%	\$ 980,427	\$ 1,053,528	-6.94%
September, 2022	\$ 1,005,479	\$ 1,038,038	3.24%	\$ 1,038,038	\$ 1,026,137	1.16%
October, 2022	\$ 1,093,726	\$ 1,057,045	-3.35%	\$ 1,057,045	\$ 1,116,197	-5.30%
November, 2022	\$ 1,018,726	\$ 1,051,427	3.21%	\$ 1,051,427	\$ 1,039,657	1.13%
December, 2022	\$ 1,001,298	\$ 987,149	-1.41%	\$ 987,149	\$ 1,021,871	-3.40%
January, 2023	\$ 1,059,578	\$ 1,047,231	-1.17%	\$ 1,047,231	\$ 1,081,348	-3.16%
February, 2023	\$ 1,232,391	\$ 1,030,515	-16.38%	\$ 1,030,515	\$ 1,257,712	-18.06%
March, 2023	\$ 978,026	\$ 886,958	-9.31%	\$ 886,958	\$ 1,039,657	-14.69%
April, 2023	\$ 953,177	\$ 995,074	4.40%	\$ 995,074	\$ 972,761	2.29%
May, 2023	\$ 1,020,235	\$ 1,030,076	0.96%	\$ 1,030,076	\$ 1,041,197	-1.07%
June, 2023	\$ 1,045,882	\$ 960,987	-8.12%	\$ 960,987	\$ 1,067,371	-9.97%
July, 2023	\$ 1,005,871	\$ 1,020,459	1.45%	\$ 1,020,459	\$ 1,006,401	1.40%
August, 2023	\$ 1,052,503	\$ 957,439	-9.03%	\$ 957,439	\$ 1,053,066	-9.08%
September, 2023	\$ 1,027,175	\$ 975,085	-5.07%	\$ 975,085	\$ 1,027,725	-5.12%
October, 2023	\$ 1,115,560	\$ 1,056,267	-5.32%	\$ 1,056,267	\$ 1,116,157	-5.37%
TOTAL	\$ 77,619,563	\$ 77,983,374	0.47%	\$ 77,983,374	\$ 86,554,662	-9.90%

CITY OF NORMAN
NORMAN FORWARD USE TAX REVENUE, VERSUS PROJECTION

MONTH	BY FISCAL YEAR			COMPARED TO 7/2015 PROJECTION		
	PROJECTED	ACTUAL	% VARIANCE	ACTUAL	PRELIMINARY PROJECTION*	% VARIANCE
March, 2016	\$ 30,808	\$ 40,786	32.39%	\$ 40,786	\$ 30,808	32.39%
April, 2016	\$ 29,678	\$ 34,397	15.90%	\$ 34,397	\$ 29,678	15.90%
May, 2016	\$ 32,045	\$ 42,640	33.06%	\$ 42,640	\$ 32,045	33.06%
June, 2016	\$ 33,014	\$ 39,837	20.67%	\$ 39,837	\$ 33,014	20.67%
July, 2016	\$ 31,991	\$ 38,889	21.56%	\$ 38,889	\$ 30,799	26.27%
August, 2016	\$ 36,458	\$ 42,717	17.17%	\$ 42,717	\$ 32,383	31.91%
September, 2016	\$ 33,558	\$ 30,445	-9.28%	\$ 30,445	\$ 31,409	-3.07%
October, 2016	\$ 40,673	\$ 33,293	-18.14%	\$ 33,293	\$ 34,275	-2.86%
November, 2016	\$ 40,492	\$ 39,065	-3.52%	\$ 39,065	\$ 31,887	22.51%
December, 2016	\$ 37,649	\$ 31,888	-15.30%	\$ 31,888	\$ 31,293	1.90%
January, 2017	\$ 32,836	\$ 43,537	32.59%	\$ 43,537	\$ 33,019	31.85%
February, 2017	\$ 40,252	\$ 41,610	3.37%	\$ 41,610	\$ 39,134	6.33%
March, 2017	\$ 38,396	\$ 33,061	-13.89%	\$ 33,061	\$ 32,118	2.94%
April, 2017	\$ 32,550	\$ 32,136	-1.27%	\$ 32,136	\$ 30,939	3.87%
May, 2017	\$ 39,794	\$ 45,568	14.51%	\$ 45,568	\$ 33,406	36.41%
June, 2017	\$ 39,921	\$ 41,863	4.87%	\$ 41,863	\$ 34,417	21.64%
July, 2017	\$ 35,217	\$ 44,497	26.35%	\$ 44,497	\$ 32,072	38.74%
August, 2017	\$ 43,965	\$ 47,476	7.99%	\$ 47,476	\$ 34,650	37.02%
September, 2017	\$ 36,942	\$ 46,945	27.08%	\$ 46,945	\$ 34,217	37.20%
October, 2017	\$ 44,773	\$ 55,550	24.07%	\$ 55,550	\$ 36,681	51.44%
November, 2017	\$ 44,574	\$ 49,820	11.77%	\$ 49,820	\$ 34,138	45.94%
December, 2017	\$ 41,445	\$ 45,477	9.73%	\$ 45,477	\$ 33,526	35.65%
January, 2018	\$ 36,146	\$ 66,771	84.72%	\$ 66,771	\$ 35,417	88.53%
February, 2018	\$ 44,310	\$ 48,593	9.67%	\$ 48,593	\$ 41,609	16.79%
March, 2018	\$ 42,267	\$ 54,993	30.11%	\$ 54,993	\$ 37,254	47.62%
April, 2018	\$ 35,833	\$ 50,955	42.20%	\$ 50,955	\$ 31,582	61.34%
May, 2018	\$ 43,806	\$ 60,102	37.20%	\$ 60,102	\$ 38,610	55.66%
June, 2018	\$ 43,946	\$ 47,518	8.13%	\$ 47,518	\$ 38,734	22.68%
July, 2018	\$ 44,900	\$ 46,670	3.94%	\$ 46,670	\$ 31,047	50.32%
August, 2018	\$ 55,771	\$ 58,648	5.16%	\$ 58,648	\$ 38,564	52.08%
September, 2018	\$ 47,108	\$ 68,843	46.14%	\$ 68,843	\$ 32,574	111.34%
October, 2018	\$ 57,049	\$ 76,256	33.67%	\$ 76,256	\$ 39,448	93.31%
November, 2018	\$ 56,603	\$ 65,295	15.36%	\$ 65,295	\$ 39,140	66.83%
December, 2018	\$ 52,600	\$ 71,304	35.56%	\$ 71,304	\$ 36,372	96.04%
January, 2019	\$ 46,825	\$ 81,467	73.98%	\$ 81,467	\$ 32,379	151.61%
February, 2019	\$ 56,235	\$ 92,097	63.77%	\$ 92,097	\$ 38,885	136.84%
March, 2019	\$ 53,945	\$ 72,451	34.31%	\$ 72,451	\$ 38,887	86.31%
April, 2019	\$ 45,884	\$ 62,630	36.50%	\$ 62,630	\$ 33,076	89.35%
May, 2019	\$ 56,016	\$ 77,315	38.02%	\$ 77,315	\$ 40,380	91.47%
June, 2019	\$ 55,749	\$ 68,615	23.08%	\$ 68,615	\$ 40,188	70.74%
July, 2019	\$ 45,912	\$ 77,599	69.02%	\$ 77,599	\$ 32,126	141.55%
August, 2019	\$ 57,045	\$ 72,567	27.21%	\$ 72,567	\$ 39,916	81.80%
September, 2019	\$ 48,670	\$ 80,983	66.39%	\$ 80,983	\$ 34,063	137.75%
October, 2019	\$ 58,757	\$ 86,518	47.25%	\$ 86,518	\$ 41,123	110.39%
November, 2019	\$ 58,032	\$ 79,115	36.33%	\$ 79,115	\$ 40,615	94.79%
December, 2019	\$ 54,201	\$ 83,721	54.46%	\$ 83,721	\$ 37,933	120.70%

January, 2020	\$	48,711	\$	88,427	81.53%	\$	88,427	\$	34,092	159.38%
February, 2020	\$	58,353	\$	124,509	113.37%	\$	124,509	\$	40,840	204.87%
March, 2020	\$	55,569	\$	73,615	32.47%	\$	73,615	\$	40,544	81.57%
April, 2020	\$	47,292	\$	78,218	65.40%	\$	78,218	\$	34,505	126.69%
May, 2020	\$	57,758	\$	96,559	67.18%	\$	96,559	\$	42,141	129.13%
June, 2020	\$	57,267	\$	105,049	83.44%	\$	105,049	\$	41,783	151.42%
July, 2020	\$	76,418	\$	108,470	41.94%	\$	108,470	\$	33,540	223.40%
August, 2020	\$	80,414	\$	111,849	39.09%	\$	111,849	\$	41,326	170.65%
September, 2020	\$	80,982	\$	111,950	38.24%	\$	111,950	\$	35,544	214.97%
October, 2020	\$	97,394	\$	123,541	26.85%	\$	123,541	\$	42,747	189.01%
November, 2020	\$	95,981	\$	111,548	16.22%	\$	111,548	\$	42,127	164.79%
December, 2020	\$	89,971	\$	133,159	48.00%	\$	133,159	\$	39,489	237.21%
January, 2021	\$	81,296	\$	142,435	75.21%	\$	142,435	\$	35,681	299.19%
February, 2021	\$	98,004	\$	176,811	80.41%	\$	176,811	\$	43,015	311.05%
March, 2021	\$	91,837	\$	108,777	18.45%	\$	108,777	\$	42,021	158.86%
April, 2021	\$	78,673	\$	98,208	24.83%	\$	98,208	\$	35,998	172.82%
May, 2021	\$	96,119	\$	149,868	55.92%	\$	149,868	\$	43,980	240.76%
June, 2021	\$	95,612	\$	119,455	24.94%	\$	119,455	\$	43,748	173.05%
July, 2021	\$	110,203	\$	119,611	8.54%	\$	119,611	\$	34,966	242.08%
August, 2021	\$	135,784	\$	146,398	7.82%	\$	146,398	\$	43,082	239.81%
September, 2021	\$	116,785	\$	114,138	-2.27%	\$	114,138	\$	37,054	208.03%
October, 2021	\$	140,069	\$	145,812	4.10%	\$	145,812	\$	44,442	228.09%
November, 2021	\$	137,707	\$	153,849	11.72%	\$	153,849	\$	43,693	252.12%
December, 2021	\$	130,010	\$	138,224	6.32%	\$	138,224	\$	41,251	235.08%
January, 2022	\$	137,707	\$	182,045	32.20%	\$	182,045	\$	43,693	316.65%
February, 2022	\$	142,649	\$	184,069	29.04%	\$	184,069	\$	47,184	290.11%
March, 2022	\$	131,827	\$	131,545	-0.21%	\$	131,545	\$	43,605	201.68%
April, 2022	\$	113,094	\$	129,422	14.44%	\$	129,422	\$	37,408	245.97%
May, 2022	\$	139,141	\$	151,405	8.81%	\$	151,405	\$	46,024	228.97%
June, 2022	\$	137,393	\$	152,881	11.27%	\$	152,881	\$	45,445	236.40%
July, 2022	\$	128,988	\$	145,606	12.88%	\$	145,606	\$	36,435	299.63%
August, 2022	\$	158,097	\$	144,189	-8.80%	\$	144,189	\$	44,657	222.88%
September, 2022	\$	136,184	\$	153,101	12.42%	\$	153,101	\$	38,467	298.00%
October, 2022	\$	163,644	\$	173,940	6.29%	\$	173,940	\$	46,224	276.30%
November, 2022	\$	161,215	\$	149,464	-7.29%	\$	149,464	\$	45,538	228.22%
December, 2022	\$	151,983	\$	155,275	2.17%	\$	155,275	\$	42,930	261.69%
January, 2023	\$	139,943	\$	177,437	26.79%	\$	177,437	\$	39,529	348.88%
February, 2023	\$	167,778	\$	203,330	21.19%	\$	203,330	\$	47,392	329.04%
March, 2023	\$	153,836	\$	136,599	-11.20%	\$	136,599	\$	45,300	201.54%
April, 2023	\$	132,497	\$	144,849	9.32%	\$	144,849	\$	39,016	271.25%
May, 2023	\$	162,766	\$	172,850	6.20%	\$	172,850	\$	47,930	260.63%
June, 2023	\$	160,545	\$	157,095	-2.15%	\$	157,095	\$	47,276	232.29%
July, 2023	\$	134,433	\$	154,332	14.80%	\$	154,332	\$	38,064	305.46%
August, 2023	\$	163,774	\$	150,182	-8.30%	\$	150,182	\$	46,372	223.87%
September, 2023	\$	141,914	\$	172,612	21.63%	\$	172,612	\$	40,182	329.57%
October, 2023	\$	170,238	\$	173,844	2.12%	\$	173,844	\$	48,202	260.66%
TOTAL	\$	7,402,498	\$	8,929,078	20.62%	\$	8,929,078	\$	3,530,310	152.93%

**CITY OF NORMAN
NORMAN FORWARD SALES + USE TAX REVENUE, VS. PROJECTION**

MONTH	BY FISCAL YEAR			COMPARED TO 7/2015 PROJECTION		
	PROJECTED	ACTUAL	% VARIANCE	ACTUAL	PRELIMINARY PROJECTION*	% VARIANCE
March, 2016	\$ 796,621	\$ 769,029	-3.46%	\$ 769,029	\$ 791,736	-2.87%
April, 2016	\$ 767,387	\$ 811,144	5.70%	\$ 811,144	\$ 762,681	6.35%
May, 2016	\$ 828,584	\$ 845,058	1.99%	\$ 845,058	\$ 823,502	2.62%
June, 2016	\$ 853,652	\$ 769,012	-9.92%	\$ 769,012	\$ 848,417	-9.36%
July, 2016	\$ 803,620	\$ 797,042	-0.82%	\$ 797,042	\$ 791,491	0.70%
August, 2016	\$ 847,769	\$ 795,935	-6.11%	\$ 795,935	\$ 832,196	-4.36%
September, 2016	\$ 820,478	\$ 802,028	-2.25%	\$ 802,028	\$ 807,176	-0.64%
October, 2016	\$ 899,388	\$ 849,859	-5.51%	\$ 849,859	\$ 880,818	-3.51%
November, 2016	\$ 839,374	\$ 808,586	-3.67%	\$ 808,586	\$ 819,446	-1.33%
December, 2016	\$ 821,652	\$ 777,356	-5.39%	\$ 777,356	\$ 804,184	-3.34%
January, 2017	\$ 860,080	\$ 840,214	-2.31%	\$ 840,214	\$ 848,538	-0.98%
February, 2017	\$ 1,020,715	\$ 855,845	-16.15%	\$ 855,845	\$ 1,005,704	-14.90%
March, 2017	\$ 810,262	\$ 716,716	-11.55%	\$ 716,716	\$ 825,384	-13.17%
April, 2017	\$ 776,091	\$ 800,729	3.17%	\$ 800,729	\$ 795,095	0.71%
May, 2017	\$ 842,626	\$ 803,651	-4.63%	\$ 803,651	\$ 858,501	-6.39%
June, 2017	\$ 867,045	\$ 789,680	-8.92%	\$ 789,680	\$ 884,474	-10.72%
July, 2017	\$ 795,809	\$ 814,337	2.33%	\$ 814,337	\$ 824,212	-1.20%
August, 2017	\$ 842,790	\$ 783,821	-7.00%	\$ 783,821	\$ 890,467	-11.98%
September, 2017	\$ 825,785	\$ 802,051	-2.87%	\$ 802,051	\$ 879,340	-8.79%
October, 2017	\$ 890,418	\$ 855,719	-3.90%	\$ 855,719	\$ 942,658	-9.22%
November, 2017	\$ 831,588	\$ 807,462	-2.90%	\$ 807,462	\$ 877,300	-7.96%
December, 2017	\$ 814,349	\$ 751,136	-7.76%	\$ 751,136	\$ 861,572	-12.82%
January, 2018	\$ 852,650	\$ 896,192	5.11%	\$ 896,192	\$ 910,173	-1.54%
February, 2018	\$ 1,003,553	\$ 852,494	-15.05%	\$ 852,494	\$ 1,069,288	-20.27%
March, 2018	\$ 800,433	\$ 778,199	-2.78%	\$ 778,199	\$ 884,031	-11.97%
April, 2018	\$ 770,950	\$ 783,995	1.69%	\$ 783,995	\$ 852,618	-8.05%
May, 2018	\$ 834,754	\$ 861,452	3.20%	\$ 861,452	\$ 922,001	-6.57%
June, 2018	\$ 855,498	\$ 825,212	-3.54%	\$ 825,212	\$ 945,137	-12.69%
July, 2018	\$ 777,871	\$ 838,838	7.84%	\$ 838,838	\$ 880,534	-4.74%
August, 2018	\$ 825,587	\$ 836,755	1.35%	\$ 836,755	\$ 930,753	-10.10%
September, 2018	\$ 795,860	\$ 822,718	3.37%	\$ 822,718	\$ 900,350	-8.62%
October, 2018	\$ 871,985	\$ 890,548	2.13%	\$ 890,548	\$ 983,929	-9.49%
November, 2018	\$ 815,036	\$ 835,101	2.46%	\$ 835,101	\$ 918,136	-9.04%
December, 2018	\$ 797,437	\$ 826,921	3.70%	\$ 826,921	\$ 899,610	-8.08%
January, 2019	\$ 833,678	\$ 943,483	13.17%	\$ 943,483	\$ 944,312	-0.09%
February, 2019	\$ 980,644	\$ 893,570	-8.88%	\$ 893,570	\$ 1,110,241	-19.52%
March, 2019	\$ 784,579	\$ 758,532	-3.32%	\$ 758,532	\$ 921,652	-17.70%
April, 2019	\$ 754,306	\$ 832,663	10.39%	\$ 832,663	\$ 889,005	-6.34%
May, 2019	\$ 818,242	\$ 839,510	2.60%	\$ 839,510	\$ 961,316	-12.67%
June, 2019	\$ 837,830	\$ 878,142	4.81%	\$ 878,142	\$ 985,113	-10.86%
July, 2019	\$ 809,510	\$ 846,446	4.56%	\$ 846,446	\$ 919,234	-7.92%
August, 2019	\$ 857,673	\$ 834,413	-2.71%	\$ 834,413	\$ 970,045	-13.98%
September, 2019	\$ 827,316	\$ 869,078	5.05%	\$ 869,078	\$ 938,654	-7.41%
October, 2019	\$ 906,074	\$ 930,673	2.71%	\$ 930,673	\$ 1,025,491	-9.25%
November, 2019	\$ 846,902	\$ 878,957	3.78%	\$ 878,957	\$ 957,084	-8.16%
December, 2019	\$ 828,918	\$ 895,825	8.07%	\$ 895,825	\$ 937,927	-4.49%
January, 2020	\$ 868,733	\$ 939,447	8.14%	\$ 939,447	\$ 986,751	-4.79%
February, 2020	\$ 1,016,423	\$ 944,260	-7.10%	\$ 944,260	\$ 1,153,876	-18.17%

March, 2020	\$ 814,129	\$ 793,842	-2.49%	\$ 793,842	\$ 959,253	-17.24%
April, 2020	\$ 785,425	\$ 825,749	5.13%	\$ 825,749	\$ 928,475	-11.06%
May, 2020	\$ 850,284	\$ 798,842	-6.05%	\$ 798,842	\$ 1,001,987	-20.27%
June, 2020	\$ 871,128	\$ 769,641	-11.65%	\$ 769,641	\$ 1,027,469	-25.09%
July, 2020	\$ 854,217	\$ 916,834	7.33%	\$ 916,834	\$ 959,349	-4.43%
August, 2020	\$ 894,819	\$ 962,190	7.53%	\$ 962,190	\$ 1,010,706	-4.80%
September, 2020	\$ 874,213	\$ 891,932	2.03%	\$ 891,932	\$ 979,720	-8.96%
October, 2020	\$ 960,243	\$ 941,516	-1.95%	\$ 941,516	\$ 1,069,791	-11.99%
November, 2020	\$ 899,663	\$ 891,495	-0.91%	\$ 891,495	\$ 998,743	-10.74%
December, 2020	\$ 879,903	\$ 928,333	5.50%	\$ 928,333	\$ 979,740	-5.25%
January, 2021	\$ 917,206	\$ 1,008,139	9.91%	\$ 1,008,139	\$ 1,030,659	-2.19%
February, 2021	\$ 1,070,248	\$ 1,019,403	-4.75%	\$ 1,019,403	\$ 1,200,270	-15.07%
March, 2021	\$ 863,410	\$ 910,587	5.46%	\$ 910,587	\$ 999,451	-8.89%
April, 2021	\$ 830,642	\$ 831,967	0.16%	\$ 831,967	\$ 969,102	-14.15%
May, 2021	\$ 900,977	\$ 1,079,167	19.78%	\$ 1,079,167	\$ 1,042,714	3.50%
June, 2021	\$ 920,717	\$ 1,065,538	15.73%	\$ 1,065,538	\$ 1,067,605	-0.19%
July, 2021	\$ 895,069	\$ 1,095,689	22.41%	\$ 1,095,689	\$ 1,000,121	9.56%
August, 2021	\$ 957,588	\$ 1,132,798	18.30%	\$ 1,132,798	\$ 1,053,661	7.51%
September, 2021	\$ 917,223	\$ 1,136,893	23.95%	\$ 1,136,893	\$ 1,021,359	11.31%
October, 2021	\$ 1,010,759	\$ 1,210,135	19.73%	\$ 1,210,135	\$ 1,115,135	8.52%
November, 2021	\$ 948,691	\$ 1,119,456	18.00%	\$ 1,119,456	\$ 1,040,965	7.54%
December, 2021	\$ 920,518	\$ 1,130,760	22.84%	\$ 1,130,760	\$ 1,013,343	11.59%
January, 2022	\$ 998,331	\$ 1,230,271	23.23%	\$ 1,230,271	\$ 1,102,008	11.64%
February, 2022	\$ 980,297	\$ 1,213,946	23.83%	\$ 1,213,946	\$ 1,165,061	4.20%
March, 2022	\$ 928,933	\$ 970,697	4.50%	\$ 970,697	\$ 1,065,470	-8.89%
April, 2022	\$ 871,896	\$ 1,060,932	21.68%	\$ 1,060,932	\$ 1,010,169	5.03%
May, 2022	\$ 951,313	\$ 1,178,672	23.90%	\$ 1,178,672	\$ 1,087,204	8.41%
June, 2022	\$ 969,995	\$ 1,214,394	25.20%	\$ 1,214,394	\$ 1,112,816	9.13%
July, 2022	\$ 1,114,906	\$ 1,109,525	-0.48%	\$ 1,109,525	\$ 1,042,609	6.42%
August, 2022	\$ 1,190,415	\$ 1,124,616	-5.53%	\$ 1,124,616	\$ 1,098,185	2.41%
September, 2022	\$ 1,141,663	\$ 1,191,139	4.33%	\$ 1,191,139	\$ 1,064,605	11.89%
October, 2022	\$ 1,257,369	\$ 1,230,985	-2.10%	\$ 1,230,985	\$ 1,162,421	5.90%
November, 2022	\$ 1,179,941	\$ 1,200,891	1.78%	\$ 1,200,891	\$ 1,085,194	10.66%
December, 2022	\$ 1,153,281	\$ 1,142,424	-0.94%	\$ 1,142,424	\$ 1,064,801	7.29%
January, 2023	\$ 1,199,521	\$ 1,224,668	2.10%	\$ 1,224,668	\$ 1,120,877	9.26%
February, 2023	\$ 1,400,169	\$ 1,233,845	-11.88%	\$ 1,233,845	\$ 1,305,103	-5.46%
March, 2023	\$ 1,131,862	\$ 1,023,557	-9.57%	\$ 1,023,557	\$ 1,084,957	-5.66%
April, 2023	\$ 1,085,674	\$ 1,139,923	5.00%	\$ 1,139,923	\$ 1,011,777	12.67%
May, 2023	\$ 1,183,002	\$ 1,202,926	1.68%	\$ 1,202,926	\$ 1,089,127	10.45%
June, 2023	\$ 1,206,427	\$ 1,118,082	-7.32%	\$ 1,118,082	\$ 1,114,647	0.31%
July, 2023	\$ 1,140,303	\$ 1,174,791	3.02%	\$ 1,174,791	\$ 1,044,465	12.48%
August, 2023	\$ 1,216,277	\$ 1,107,621	-8.93%	\$ 1,107,621	\$ 1,099,438	0.74%
September, 2023	\$ 1,169,090	\$ 1,147,697	-1.83%	\$ 1,147,697	\$ 1,067,907	7.47%
October, 2023	\$ 1,285,798	\$ 1,230,111	-4.33%	\$ 1,230,111	\$ 1,164,359	5.65%
TOTAL	\$ 85,022,061	\$ 86,912,452	2.22%	\$ 86,912,452	\$ 90,084,972	-3.52%

Professional Services/Consultant (51110111-44002/44003)

	Budget	Revised Budget	
Total Current Budget	1,747,655.00	3,718,208.14	
Total			<u>(3,586,600.54)</u>
Balance			<u><u>131,607.60</u></u>

NFB001 Griffin Park Soccer Complex

	Budget	Revised Budget	
Total Current Budget	11,000,000.00	10,782,584.00	
Total			<u>(11,528,686.33)</u>
Balance			<u><u>(746,102.33)</u></u>

NFP102 Griffin Park Regrading (Paygo)

	Budget	Revised Budget	
Total Current Budget	217,416.00	217,416.00	
Total			<u>(217,416.00)</u>
Balance			<u><u>-</u></u>

NFB002 Indoor Aquatics Facility

	Budget	Revised Budget	
Total Current Budget	14,000,000.00	15,038,191.00	
Total			<u>(14,892,640.42)</u>
Balance			<u><u>145,550.58</u></u>

NFB003 Indoor Sports Facility

	Budget	Revised Budget	
Total Current Budget	8,500,000.00	12,238,190.00	
Total			<u>(12,064,968.89)</u>
Balance			<u><u>173,221.11</u></u>

NFP110 Young Family Athletic Center Pay-Go

	Budget	Revised Budget	
Total Current Budget	1,200,000.00	22,145,078.00	
Total			<u>(16,594,634.44)</u>
Balance			<u><u>5,550,443.56</u></u>

NFB005 Community Sports Park Development

	Budget	Revised Budget	
Total Current Budget	2,500,000.00	2,500,000.00	
Total			<u>(2,394,786.67)</u>
Balance			<u><u>105,213.33</u></u>

NFB006 Reaves Park Baseball Complex

	Budget	Revised Budget	
Total Current Budget	10,000,000.00	10,000,000.00	
Total			<u>(9,983,111.16)</u>
Balance			<u><u>16,888.84</u></u>

NFB007 Westwood Tennis Center Addition

	Budget	Revised Budget	
Total Current Budget	1,000,000.00	1,801,278.00	
Total			<u>(1,801,276.84)</u>
Balance			<u><u>1.16</u></u>

NFB008 James Garner/Acres Intersection

	Budget	Revised Budget	
Total Current Budget	2,700,000.00	2,951,393.00	
Total			<u>(2,951,393.47)</u>
Balance			<u><u>(0.47)</u></u>

NFP109 James Garner: Flood-Acres

	Budget	Revised Budget
Total Current Budget	6,000,000.00	3,199,889.00

Total		<u>(2,536,519.61)</u>
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Balance		<u>663,369.39</u>
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NFB016 Library - New Central Branch

	Budget	Revised Budget
Total Current Budget	39,000,000.00	35,014,495.00

Total		<u>(35,010,261.38)</u>
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Balance		<u>4,233.62</u>
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NFB017 Library - New East Branch

	Budget	Revised Budget
Total Current Budget	5,100,000.00	5,100,000.00

Total		<u>(4,794,304.38)</u>
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Balance		<u>305,695.62</u>
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NFB018 Westwood Swim Complex Replacement

	Budget	Revised Budget
Total Current Budget	12,000,000.00	12,000,000.00

Total		<u>(11,763,799.65)</u>
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Balance		<u>236,200.35</u>
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NFB019 Andrews Park Development

	Budget	Revised Budget
Total Current Budget	1,500,000.00	1,499,099.00

Total		<u>(1,469,127.64)</u>
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Balance		<u>29,971.36</u>
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NFB020 Traffic & Road Improvements

	Budget	Revised Budget	
Total Current Budget	-	-	
Total			<u>-</u>
Balance			<u><u>-</u></u>

NFP120 Traffic & Road Improvements

	Budget	Revised Budget	
Total Current Budget	500,000.00	500,000.00	
Total			<u>(895,458.41)</u>
Balance			<u><u>(395,458.41)</u></u>

NFP100 Public Arts Projects (Paygo)

	Budget	Revised Budget	
Total Current Budget	1,200,000.00	1,200,000.00	
Total			<u>(624,889.47)</u>
Balance			<u><u>575,110.53</u></u>

NFP101 Neighborhood Park Improvement (Paygo)

	Budget	Revised Budget	
Total Current Budget	6,500,000.00	6,500,000.00	
Total			<u>(2,094,760.79)</u>
Balance			<u><u>4,405,239.21</u></u>

NFP103 Griffin Park Land Lease/Purchase (Paygo)

	Budget	Revised Budget	
Total Current Budget	10,000,000.00	2,400,000.00	
Total			<u>(373,333.37)</u>
Balance			<u><u>2,026,666.63</u></u>

NFP104 New Neighborhood Park Dev (Paygo)

	Budget	Revised Budget	
Total Current Budget	2,000,000.00	2,000,000.00	
Total			<u>(640,823.16)</u>
Balance			<u><u>1,359,176.84</u></u>

NFP105 Ruby Grant Park Developmt (Paygo)

	Budget	Revised Budget	
Total Current Budget	6,150,000.00	6,150,000.00	
Total			<u>(6,146,426.19)</u>
Balance			<u><u>3,573.81</u></u>

NFP106 Saxon Park Development (Paygo)

	Budget	Revised Budget	
Total Current Budget	2,000,000.00	2,000,000.00	
Total			<u>(36,735.50)</u>
Balance			<u><u>1,963,264.50</u></u>

NFP107 New Trail Dev-Legacy System (Paygo)

	Budget	Revised Budget	
Total Current Budget	2,000,000.00	2,000,000.00	
Total			<u>(429,459.00)</u>
Balance			<u><u>1,570,541.00</u></u>

NFP108 Senior Citizens Center (Paygo)

	Budget	Revised Budget	
Total Current Budget	-	1,081,076.00	
Total			<u>(1,081,075.28)</u>
Balance			<u><u>0.72</u></u>

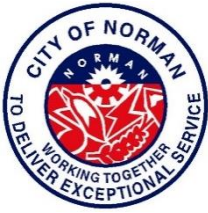
NFP111 Senior Citizens Center (Paygo)

	Budget	Revised Budget
Total Current Budget	-	11,318,924.00
		<hr/>
Total		<u>(11,718,068.60)</u>
Balance		<u><u>(399,144.60)</u></u>

**NORMAN FORWARD
FINAL PROJECT COST COMPARISON**

PROJECT				Variance:	
	Original Budget	Revised Budget	Actual Cost	Original Budget	Revised Budget
Westwood Tennis Center	\$ 1,000,000	\$ 1,801,278	\$ 1,801,277	\$ (801,277)	\$ 1.16
Garner/Acres Intersection	\$ 2,700,000	\$ 2,951,393	\$ 2,951,393	\$ (251,393)	\$ (0.47)
Central Branch Library	\$ 39,000,000	\$ 35,014,495	\$ 35,010,261	\$ 3,989,739	\$ 4,233.62
East Branch Library	\$ 5,100,000	\$ 5,100,000	\$ 4,794,304	\$ 305,696	\$ 305,695.62
Westwood Swim Complex	\$ 12,000,000	\$ 12,000,000	\$ 11,763,800	\$ 236,200	\$ 236,200.35
Andrews Park	\$ 1,500,000	\$ 1,499,099	\$ 1,469,128	\$ 30,872	\$ 29,971.36
Griffin Park Soccer Complex*	\$ 11,000,000	\$ 11,000,000	\$ 11,746,102	\$ (746,102)	\$ (746,102.33)
Ruby Grant Park	\$ 6,150,000	\$ 6,150,000	\$ 6,146,426	\$ 3,574	\$ 3,573.81
Professional Services (ADG)	\$ 1,747,655	\$ 3,718,208	\$ 3,586,601	\$ (1,838,946)	\$ 131,607.60
Community Sports Park*	\$ 2,500,000	\$ 2,500,000	\$ 2,394,787	\$ 105,213	\$ 105,213.33
Reaves Park Complex*	\$ 10,000,000	\$ 10,000,000	\$ 9,983,111	\$ 16,889	\$ 16,888.84

*NEAR FINAL



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/10/2023

REQUESTER: Jason Olsen, Director of Parks & Recreation

PRESENTER: Elisabeth Muckala, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-84: A RECIPROCAL EASEMENT AGREEMENT BETWEEN THE CITY OF NORMAN, NORMAN REGIONAL HOSPITAL AUTHORITY D/B/A NORMAN REGIONAL HEALTH SYSTEM, AND NEP NORMAN, LP, ESTABLISHING RECIPROCAL BLANKET EASEMENTS, PROMULGATING RULES AND DESIGN STANDARDS FOR CONSTRUCTION, AND GENERALLY SETTING STANDARDS FOR OPERATION AND USE OF COMMON, ADJACENT AND/OR JOINED ACCESSES AND AREAS WITHIN THE PORTER HEALTH CAMPUS.

BACKGROUND:

In October 2015, Norman citizens passed the NORMAN FORWARD initiative, funding various quality-of-life projects through a one-half percent (½%) sales tax increase over 15 years. The NORMAN FORWARD Initiative included authorization for a project to construct a new Senior Citizen's Recreation Center. After ongoing community input, the project's scope was expanded into a Senior Wellness Center, later named the Adult Wellness and Education Center (AWE).

The AWE will be located on City-owned land on the southeast corner of Norman Regional Health System's (NRHS) Porter Wellness Village, off North Findlay Avenue. The new AWE will include an indoor, heated saltwater pool with lap swimming, water walking, and hydrotherapy seating; an indoor walking track and training space; a fitness-classroom area; lounge and game rooms; both wet and dry craft areas; a small prep and demonstration kitchen; and multipurpose rooms that can be used for eating, events, classes, theatrical plays, games, and much more.

The AWE was authorized in the NORMAN FORWARD initiative in 2015 but was unfunded at that time. The AWE was later funded through two Council actions: re-allocation of Norman Forward funds through securing the Griffin Park land with a long-term land lease instead of a land purchase (\$7.4 million); an allocation of \$4.8 million from federal Coronavirus Aid, Relief & Economic Security (CARES) Act reimbursements (Resolution R-2021-63); and a land exchange with the Norman Regional Hospital System where the City received \$426,000 in cash and what was then appraised for \$1.2 million in property (718 N. Porter) for a total of a \$14 million budget for construction and design. On December 13, 2022, the Council appropriated \$1.2 million in General Fund balance to up-front the anticipated revenue from the sale of the 718 N. Porter

property. The sale proceeds have not been reimbursed to the General Fund; effectively the General Fund has contributed \$1.2 million to the AWE project.

Oklahoma City architectural and engineering (A/E) firm Frankfurt, Short, Bruza (FSB) was selected as the A/E consultant for this project in March 2018. FSB has completed the project's schematic design and construction documents and is assisting with construction administration through the project's completion. The AWE project is scheduled to open in late Fall of this year; final furniture, fixture, and equipment purchases are being made.

The property on which the AWE project is located is within "Porter Campus" for Norman Regional Hospital Authority/Norman Regional Health System ("NRHS"). The Porter Campus was previously rezoned and platted through a joint effort of NRHS and the City, as sole fee title owners of the property lying therein. The Porter Campus was platted pursuant to PP-2122-9 and rezoning was approved as a Planned Unit Development pursuant to Ordinance O-2122-29, both of which were approved by the Norman City Council on January 25, 2022.

NRHS is the majority property owner within the Porter Campus. NRHS's intentions for the property on the Porter Campus include its own utilization and occupation of structures there, as well as sale and/or lease of its property. NRHS desires to ensure that the Campus is developed and operated in a manner that is consistent with its mandate to serve the public interest and provide for the health and wellness needs of regional communities throughout south central Oklahoma, which includes, without limitation, providing quality and compassionate health care services and education to the regional community in a responsive, efficient and safe manner, and to otherwise provide goods and services which improve the quality of life in the regional community. This "NRHS Mission" is set forth within the Reciprocal Easement Agreement considered herein, Contract K-2324-84.

In furtherance of the NRHS Mission, NRHS has previously entered into a certain Ground Lease Agreement dated December 15, 2022 for a long term lease (including extensions, the NEP Ground lease lasts as many as 90 years) of one parcel of the Porter Campus to NEP Norman, LP ("NEP Ground Lease"). The NEP Ground Lease provides for NEP's construction of an Inpatient Behavioral Health Hospital on a parcel ("NEP Parcel") directly adjacent, and to the east of, the parcel owned by the City of Norman within the Porter Campus ("City Parcel") and upon which the AWE Project has been constructed. The NEP Ground Lease provides that NEP shall serve as landlord to the ultimate "Space Tenant," Behavioral Health Porter Village, LLC (a joint venture between Oceans Acquisition Inc. and NRHS) that will occupy and operate the behavioral health facility.

DISCUSSION:

The REA is entered into between the City, NEP (as a Ground Lessee of the NEP Ground Lease) and NRHS (as primary fee owner and "Founder" of the Porter Campus). The REA, in general, provides terms for the common use of paths, easements, drives and sidewalks, for the maintenance and upkeep of common infrastructure and spaces, and sets the ground rules for construction, maintenance and occupation of the Porter Health Campus, subject to the NRHS's authority as "Founder."

More specifically, "Drive Lanes" and "Walkways" are identified and defined within the REA, as well as phased modifications to configurations accounting for the newly platted rights-of-way and

infrastructure, all as demonstrated in part by exhibits D, E, F, G-1 and G-2 of the REA. The Drive Lanes and Walkways are dedicated as blanket easements to be used for vehicular and pedestrian ingress, egress and access (as applicable) within the Porter Campus, and to, from and between the buildings of the Campus and the public rights-of way, for the benefit of the Campus and Benefitted parties. "Benefitted Parties" are defined as the fee owners of property within the Campus (as well as their heirs, successors, assigns, grantees, mortgagees, ground lessees, tenants or subtenants thereof, and the officers, directors, concessionaires, agents, employees, customers, visitors, and other licensees or invitees"). Currently, the only fee owners are the City and NRHS, and the only identified Ground Lessee is NEP. The REA provides terms relating to each property owners modification to the easements, including maintenance responsibilities for each fee owner, in order to ensure minimal disruption to other Campus parcels. The defined "Drive Lanes" include the Fire Circulation Drive addressed by that separate Compensate Agreement currently before City Council for consideration as a companion item, Contract K-2324-68. The Fire Circulation Drive is also demonstrated on Exhibit J to the REA.

The REA provides blanket easements for Utility Facilities and Storm Water Drainage, with similar access and modification language. Additionally, these blanket easements provide parameters for adjacent property owner tie-ins meant to further minimize disruption to other Campus parcels. These easements are identified and defined within the REA and partially demonstrated on Exhibits H, I-1, and I-2 to the REA. Notably, the REA address a "Stormwater Vault" located on Porter Campus, and provides parameters for the access rights as well as maintenance responsibilities for the Vault. However, the REA notes that the City Parcel does not utilize the Vault, as a result, the substance of these provisions do not affect the City. Similarly, the REA provides for Construction and Maintenance Easements "as reasonable and necessary for the construction and maintenance of structures and related activities on the Parcels and within the Campus."

The REA provides locations for and sets standards for the installation of new, or refurbishment of existing, wayfinding signage. NRHS, as founder, is responsible for upkeep and maintenance and all installations must meet applicable regulations, including but not limited to the applicable PUD.

Further, the REA provides for the maintenance of "shared improvements" within the Campus. Again, the Storm Water Vault is referenced, but made expressly inapplicable to the City Parcel. The only "shared improvement" that the City may be called upon, as a property owner within the Porter Campus, to contribute to the operations, maintenance, repair, replacement and reconstruction of elements located within the privately-maintained portions of the "Wellness Way" ROW demonstrated on PP-2122-9, which includes the cleaning and sweeping, lighting, as well as maintaining and replacing landscaping. However, per the REA, any such cost must be offset by any amounts incurred or invested already provided by the City in such areas, in the case that the City directly provides any such services.

Finally, the REA establishes general "Campus Rules," the purpose of which is anticipate unacceptable behaviors and set conditions for operations within the campus. These Rules exempt the City, to the extent its role as a public actor would prevent it from enforcing or imposing certain rules implicating constitutional rights. These rules have been reviewed by City Parks Staff to ensure compatibility with the planned operation of the AWE Project, and are otherwise drafted in a manner consistent with applicable regulations and, namely, the City of Norman

municipal code. The REA provides that NRHS, as Founder, may pass further rules, but exempts the City from application of any such future or additional rules.

Importantly, there are several aspects of the REA that were not compatible with the City's public ownership of the City Parcel or operation of the AWE Project, and thus the REA has been revised to exempt the City Parcel (while it is publicly-owned) from the following provisions:

- Certain use restrictions set forth in Section 10;
- Any rules, excepting those already set forth in Exhibit M, created by the Founder pursuant to Section 11(a);
- Design Guidelines (other than those set forth in Exhibit M) or Sign Guidelines set forth in Section 12;
- Liability Insurance as set forth in Section 14(a) (the City may provide evidence of self-insurance);
- Property Insurance as set forth in Section 14(b) (instead, the City may insure the AWE Project in the same manner it insures all other City buildings);
- Limitations on liability per Section 16(o);
- Waivers of damages, remedies and warranties per Section 16(p);

The REA is designed to operate as a covenant running with land. Therefore, it may only be formally amended, and must be filed of record in order that it attach to the real property within the Porter Campus, including the City Parcel.

The approval of the REA requires the City's concurrent acceptance of Easement E-2324-26, a drainage and utility easement from NRHS to the City of Norman ("NRHS Easement"). In turn, the approval of the Compensation Agreement, K-2324-68, is contingent upon the concurrent approval the REA, K-2324-84. The Compensation Agreement, the REA, and the NRHS Easement are thus presented together as companion items for the City Council's consideration.

RECOMMENDATION:

City Staff recommends approval of K-2324-84 and its companion items, K-2324-68 and E-2324-26, for the ultimate filing of record as a covenant running with the land as to the City Parcel in the NRHS Porter Campus.

THIS INSTRUMENT WAS PREPARED BY AND THE RECORDED ORIGINAL SHOULD BE RETURNED TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**RECIPROCAL EASEMENT AGREEMENT
(Porter Avenue Campus)**

This RECIPROCAL EASEMENT AGREEMENT (“**Agreement**”) is made as of October ____, 2023 by Norman Regional Hospital Authority, an Oklahoma public trust d/b/a Norman Regional Health System (“**NRHS**”) and the City of Norman, Oklahoma, an Oklahoma municipal corporation (the “**City**”). As used herein, the term “**Owner**” or “**Owners**” shall refer to any or all of the fee owners of the Campus or any portion thereof and their successors and assigns, and their delegees subject to Section 13(b) hereof. NEP Norman, LP, a Texas limited partnership (“**NEP Ground Lessee**”) is also a party to this agreement to the extent of, and based upon, its interest in that certain Ground Lease Agreement dated December 15, 2022 between NRHS, as ground lessor, and NEP Ground Lessee, as ground lessee (“**NEP Ground Lease**”).

RECITALS

- A. NRHS is the fee owner of certain real property situated in the City of Norman, County of Cleveland, State of Oklahoma, more particularly described in **Exhibit “A”** attached hereto, which is commonly known as the Porter Avenue Campus (the “**NRHS Parcels**”).
- B. The City is the fee owner of certain real property situated in the City of Norman, County of Cleveland, State of Oklahoma, more particularly described in **Exhibit “B”** attached hereto (the “**City Parcel**”, and, collectively with the NRHS Parcels, the “**Campus**”).
- C. NEP Ground Lessee is leasing from NRHS that portion of the NRHS Parcels which is more particularly described in **Exhibit “C”** attached hereto (the “**NEP Ground Lease Parcel**”).

D. NRHS and the City desire to create certain easements for the purpose of providing for vehicular and pedestrian ingress and egress, parking, utilities and storm water drainage facilities, and other easements and rights for the mutual benefit of the Owners.

E. NRHS desires to ensure that the Campus is developed and operated in a manner that is consistent with NRHS’s mandate to serve the public interest and provide for the health and wellness needs of regional communities throughout south central Oklahoma, which includes, without limitation, providing quality and compassionate health care services and education to the regional community in a responsive, efficient and safe manner, and to otherwise provide goods and services which improve the quality of life in the regional community (the “**Mission**”), by retaining certain rights and authority over the Campus as a whole (in such capacity, personally and not including any successor Owner of any of the NRHS Parcels but including any successor Founder as provided in Section 11(b), the “**Founder**”), subject to the City’s desire to ensure that the City Parcel is developed, maintained and operated as a part of the overall Campus in a manner consistent with its public and municipal purposes.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Creation of Easements

NRHS and the City, as the Owners of all of the land comprising the Campus as of the Effective Date, create the following easements in favor of the Owners and their respective heirs, successors, assigns, grantees, mortgagees, ground lessees, tenants or subtenants thereof, and the officers, directors, concessionaires, agents, employees, customers, visitors, and other licensees and invitees of any of them (collectively, the “**Benefited Parties**” and as appurtenant easements in favor of the parcels owned in fee by each Owner (each, together with any improvements thereon, a “**Parcel**”). The acceptance of a deed, the exercise of any indicia of ownership, the entering into of a lease, the acceptance of a mortgage or deed of trust, or the entering into occupancy of a Parcel constitutes privity of estate and an agreement that the provisions of this Agreement are accepted and ratified by such Benefited Party. All the provisions of this Agreement are covenants running with the land and shall bind any person or entity having at any time an interest or estate in any such Parcel, and upon the respective successors and assigns of each party hereto.

2. Grant of Easements for Drive Lanes and Walkways

a. Excepting dedicated public rights-of-way, NRHS and the City declare perpetual, non-exclusive, right of way easements (the “**Drive Lane Easements**”) on, over and across those portions of the Campus which are reasonably located for, identifiable as, accessible to, and used for vehicular access, including any private access roads and access points to adjacent public rights-of-way from any Parcel that may be constructed, modified, or relocated within the Campus and between Parcels within the Campus (the “**Drive Lanes**”). Certain Drive Lanes, including without limitation the Fire Circulation Drive shown on said **Exhibit “D”**, included within this description and relating to the NEP Ground Lease Parcel and the City Parcel are more particularly depicted on a map attached as **Exhibit “D”** attached and incorporated herein by this reference. The Drive Lane Easements shall be used for the purpose of providing vehicular (and as applicable, pedestrian) ingress, egress and access (including construction access) within the Campus, and to, from and between the buildings located within the Campus and the public right of ways,

for the benefit of the Benefited Parties and the Campus. The Drive Lanes on a Parcel may, except as otherwise provided herein, be relocated, enlarged or modified at any time and from time to time by and at the expense of the Owner of the Parcel, provided, that such relocation, enlargement or modification shall be undertaken in a manner and at times so as to cause as little interruption as possible with the use by any affected Parcel of such, and shall be done in compliance with all applicable laws and ordinances, shall not diminish the quality, capacity or functionality of, the vehicular ingress, egress, and access provided to any Parcel, and shall not unreasonably interfere with the flow of traffic or business operations at any Parcel during the period of such relocation or modification. Notwithstanding anything to the contrary contained herein, in no event may any use of or changes to the development of the Drive Lanes, including those depicted on **Exhibit "D"** attached hereto, materially and adversely affect the use and operation of the NEP Ground Lease Parcel or the City Parcel, or access, visibility, or parking thereupon. No Owner shall remove, modify, or relocate any Drive Lanes on its Parcel in a manner that impairs, eliminates or reduces another Owner's use of the Drive Lanes on such other Owner's own Parcel (other than temporary impairments or reductions during construction consistent with the previous sentence), without having first obtained the prior written consent of the Founder and the Owner(s) of the Parcel(s) affected by such removal, modification, or relocation of Drive Lanes.

Notwithstanding anything to the contrary contained herein, the parties hereto acknowledge that the offsite access inuring to the benefit of the NEP Ground Lease Parcel and the City Parcel will be as shown in the attached **Exhibit "E"** (the "**Phase I Access Exhibit**"), and the Drive Lanes depicted in such exhibit shall be permanent access drives which may not be changed or altered except as set forth in **Exhibit "F"** herein. Subject to the provisions of the Norman Regional Health System Porter Campus Planned Unit Development documents approved by the Council of the City of Norman, Oklahoma pursuant to Ordinance O-2122-29 (such documents, as modified or amended from time to time, the "**PUD**"), and otherwise in compliance with applicable law, ordinances and regulations, NRHS shall, at NRHS' sole cost and expense, reconfigure the portion of such offsite access that is located upon the NRHS Parcels so as to be consistent with that shown on the attached **Exhibit "F"** (the "**Phase II Access Exhibit**") (including the abandonment of the access area designed on such exhibit as "Abandoned Easement"), in which event the Drive Lanes depicted in such exhibit shall be permanent access drives which may not be changed or altered. At such time as NRHS proceeds to reconfigure the off-site access, NRHS shall deliver not less than thirty (30) days prior written notice to NEP Ground Lessee, together with a proposed construction timeline and NRHS proposed alternative access during such construction. Subject to the PUD and applicable law, ordinances and regulations, such construction shall be performed in a good and workman like manner pursuant to specifications equivalent to or superior to that of the Drive Lanes depicted on the Phase I Access Exhibit and shall use commercially reasonable measures to minimize any interference with the use and operation of the NEP Ground Lease Parcel, as well as access, parking and visibility thereto.

b. NRHS and City declare perpetual, non-exclusive, access easements on, over and across those exterior portions of the Campus which are reasonably located for, identifiable as, accessible to, and used as sidewalks, pedestrian walkways and pedestrian corridors (the "**Walkway Easements**") connecting the buildings within the Campus (the "**Walkways**"). Certain Walkways included within this description are more particularly depicted on a maps attached as **Exhibits "G-1"** and "**G-2"** attached and incorporated herein by this reference. The Walkway Easements shall be used for the purpose of providing pedestrian ingress, egress and access to and from the various portions of the Campus for the benefit of the Benefited Parties and the Campus. The Walkways on a Parcel may be relocated, enlarged or modified at any time and from time to time by and at the expense of the Owner of the Parcel, provided, that such relocation, enlargement or modification shall be undertaken in a manner and at times so as to cause as little interruption as possible with the use by any affected Parcel of such, and shall be done in compliance with

all applicable laws, regulations and ordinances, shall not diminish the quality, capacity or functionality of, the pedestrian ingress, egress, and access provided to any Parcel, and shall not unreasonably interfere with the flow of traffic or business operations at any Parcel during the period of such relocation or modification. No Owner shall remove, modify, or relocate any Walkways on its Parcel in a manner that impairs, eliminates or reduces another Owner's use of the Walkways on such other Owner's own Parcel (other than temporary impairments or reductions during construction consistent with the previous sentence), without having first obtained the prior written consent of the Founder and the Owner(s) of the Parcel(s) affected by such removal, modification, or relocation of Walkways. During the term of this REA, the Walkways shall automatically be deemed to include any and all Walkways that may be constructed, modified, or relocated within the Campus. In the event that NRHS shall elect to reconfigure such offsite access so as to be consistent with that shown on the attached Phase II Access Exhibit, then the Walkway Easements as shown on **Exhibit "G-1"** shall be modified and/or relocated as shown on **Exhibit "G-2"** attached hereto and made a part hereof.

3. Grant of Easements for Utility Facilities and Stormwater Drainage Facilities

a. NRHS and the City declare perpetual, non-exclusive easements (the "**Utility Easements**") to tie into and to use, maintain, repair, replace and/or reconstruct (for the benefit of the Benefitted Parties and the Campus) existing and/or future exterior and underground utility lines and facilities as reasonable and necessary for the construction and operation of structures and related activities on the Parcels within the Campus ("**Utility Facilities**"), such as, without limitation, water, gas, electric, telephone and sanitary sewer lines. Following repair, replacement or reconstruction work performed on the Utility Facilities, all property shall be returned to the same or better condition than prior to the work. Certain Utility Facilities included within this description are more particularly depicted on **Exhibit "H"** attached and incorporated herein by this reference. The Utility Easements shall be used for the benefit of the Benefitted Parties and the Campus. The Utility Facilities may be relocated, enlarged or modified by or with the written permission of the Owner of Parcel upon which Utility Facilities are located (such approval to not be unreasonably withheld, conditioned or delayed) at any time and from time to time by and at the expense of the Owner wishing to relocate such utility lines and facilities, provided, that such relocation, enlargement or modification shall be undertaken in a manner and at times so as to cause as little interruption as possible with the use by any affected Parcel of such Utility Facilities, and shall be done in compliance with all applicable laws, regulations and ordinances, shall not unduly increase the cost of, or diminish the quality, capacity or functionality of, such Utility Facilities provided to any Parcel, shall not unreasonably interfere with the flow of traffic or business operations at any Parcel during the period of such relocation, and shall not unreasonably and adversely impact any building structure.

b. NRHS and the City declare perpetual, non-exclusive easements ("**Storm Water Drainage Easements**") for storm water drainage on, over, across and through the Campus, and for perpetual, non-exclusive easements to construct, install and tie into and to use, maintain, repair, replace and/or reconstruct existing and/or future storm drainage, detention and discharge facilities as reasonable and necessary for the construction and operation of structures and related activities on the Parcels within the Campus ("**Storm Water Drainage Facilities**"). Certain Storm Water Drainage Facilities included within this description are more particularly depicted on **Exhibit "I-1"** attached and incorporated herein by this reference. The Storm Water Drainage Facilities shall be used for the benefit of the Benefitted Parties and the Campus, and as further set forth in 8(d)(v) herein. The Storm Water Drainage Facilities include the existing underground stormwater detention area depicted on **Exhibit "I-2"** attached and incorporated herein by this reference (as may be modified, replaced, reconfigured, or relocated, the "**Storm Water Vault**").

c. The Drive Lanes, Walkways, Utility Facilities, and Storm Water Drainage Facilities shall be referred to as the “**Easement Facilities**,” and easements granted for these Easement Facilities, as defined above, shall be referred to as the “**Campus-Wide Easements**.” The term “**Easement Facilities**” does not include Campus Wayfinding Signs (as defined in Section 5 hereof), and the term “**Campus-Wide Easements**” does not include the Wayfinding Signage Easement (as defined in Section 5 hereof).

4. Grant of Construction and Maintenance Easements

NRHS and the City declare reciprocal, non-exclusive appurtenant easements over and between adjacent Parcels during construction or maintenance of improvements or Easement Facilities as reasonable and necessary for the construction and maintenance of structures and related activities on the Parcels within the Campus (the “**Construction and Maintenance Easements**”). The area of the Construction and Maintenance Easements shall encompass only so much of the burdened Parcel as necessary for the use of the Construction and Maintenance Easements by the benefitted Owner, and in no event shall the Construction and Maintenance Easements block or impair the use of any other Campus-Wide Easements by any Benefitted Party. The permitted use of the Construction and Maintenance Easements shall be limited to temporary encroachments of persons and equipment and the use of air space and the right to swing a crane and its load through the air space above the burdened Parcel, but only for so long and only to the extent necessary to complete the construction or maintenance on the benefitted Parcel. The exercise of the Construction and Maintenance Easements shall not extend to permitting entry into the structures located on any Parcel or the right to stage or store materials or equipment on the burdened Parcel, except with the express permission of the Owner of the burdened Parcel. Except in cases of emergency maintenance or repair, prior to using the Construction and Maintenance Easements the Owner of the benefitted Parcel shall provide reasonable written notice to the Founder and the Owner(s) of the burdened Parcel(s) setting forth the anticipated extent and duration of the use of the Construction and Maintenance Easements. The owner of the benefitted Parcel shall cause all parties performing work within the Construction and Maintenance Easements to obtain the liability insurance required by Section 14 with coverage applicable to any activities occurring on the burdened Parcel, and shall cause the Founder and all burdened Owners to be named as additional insured thereunder.

5. Campus Wayfinding Signage

a. Grant of Wayfinding Signage Easement to Founder; Scope of Easement.

NRHS, as Founder and as Owner of the NRHS Parcels, reserves and declares to the Founder an easement (the “**Wayfinding Signage Easement**”) for the construction, installation, maintenance, use, and replacement of multi-panel wayfinding signs for the benefit of the Campus (each generically a “**Campus Wayfinding Sign**” and collectively, the “**Campus Wayfinding Signs**”). The grant and use of the Wayfinding Signage Easement and the allocation of panels on the Campus Wayfinding Signs shall be as provided in this Section 5, and in compliance with applicable governmental regulations, including, without limitation, the PUD. The Wayfinding Signage Easement granted to Founder in this Section 5(a) shall include (i) a permanent and exclusive easement as to the area of the base of each Campus Wayfinding Sign and any electrical meter or other electrical equipment exclusively serving such Campus Wayfinding Signs, all as may be constructed from time to time, (ii) a permanent, non-exclusive easement for electric utility lines or other utility lines or connections serving the Campus Wayfinding Sign, and (iii) a temporary, non-exclusive easement over such portions of the Parcel(s) encumbered by the Wayfinding Signage Easement as may be reasonably necessary from time to time for Founder to construct, install,

maintain, use, repair, and replace the Campus Wayfinding Signs and otherwise exercise its rights and perform its obligations with respect to the Campus Wayfinding Signs. Subject to the provisions of Sections 5(d)(iii) and 5(e)(i), if the Founder adds, removes, reconstructs, or relocates Campus Wayfinding Sign(s) as permitted by this Section 5, the Wayfinding Signage Easement location described in the previous sentence shall automatically be deemed modified to encompass all Campus Wayfinding Signs present on the Campus from time to time.

b. Construction of Initial Campus Wayfinding Signs; Costs and Obligations.

Founder shall construct the initial Campus Wayfinding Signs (including electrical utility connections serving same) at the locations indicated on **Exhibit “K-1”** attached hereto and made a part hereof. The approximate design and dimensions of the initial Campus Wayfinding Signs shall be generally as set forth on **Exhibit “K-2”** attached hereto and made a part hereof, subject to the final approval of the Founder and in compliance with applicable governmental regulations, including, without limitation, the PUD. Numbered references to Campus Wayfinding Sign(s) in this Section 5 shall correspond to the numbered locations indicated on **Exhibit “K-1”** and the numbered sign designs indicated on **Exhibit “K-2”**. Except as otherwise provided in this Section 5, Founder shall bear all costs and perform (or cause to be performed) all responsibilities associated with the Campus Wayfinding Signs, including without limitation initial construction of sign bases and all initial sign panels, the cost of electrical utilities serving the Campus Wayfinding Signs, maintenance and repair of the Campus Wayfinding Signs, insurance covering the Campus Wayfinding Signs (to the extent not covered by the insurance required to be carried by the Owner(s) of the Parcel(s) on which the Campus Wayfinding Sign(s) are located), removal or relocation of Campus Wayfinding Signs, and all governmental approvals or permits required in connection with the foregoing.

c. Allocation of Panels on Campus Wayfinding Signs; NEP Sign Panels.

Except as provided in this Section 5(c) (or as Founder and any Owner or ground lessee of a Parcel in the Campus may agree in a separate written agreement with respect to sign panels related to the business conducted on such Parcel), Founder shall in its sole discretion determine from time to time the content and configuration of the sign panels on each Campus Wayfinding Sign, which panels may include, without limitation, general directional signs, signs related to the business conducted by NRHS and/or Founder at the Campus, or signs related to the business conducted on any Parcel within the Campus (whether or not pursuant to separate agreements between Founder and the Owner or ground lessee of such Parcel). Notwithstanding the foregoing, at such times that a business is being operated on the NEP Ground Lease Parcel during the term of the NEP Ground Lease and in accordance with the NEP Ground Lease and this Agreement, Founder agrees to cause sign panels identifying the business conducted on the NEP Ground Lease Parcel (“**NEP Sign Panels**”) to be displayed on Campus Wayfinding Signs #1 and #2. The NEP Sign Panels shall encompass approximately the same fraction of the total area of the Campus Wayfinding Sign, and have substantially the same prominence and position, as shown on **Exhibit “K-2”**. The design of the initial NEP Sign Panels shall be subject to approval by NEP Ground Lessee, subject to all applicable governmental regulations, including, without limitation, the PUD, and applicable provisions of this Agreement. NEP Ground Lessee may from time to time request that the NEP Sign Panels be updated and, subject to all applicable governmental regulations, including, without limitation, the PUD, and applicable provisions of this Agreement and subject to the Founder’s approval of the updated design of the NEP Sign Panels (not to be unreasonably withheld, delayed, or conditioned), Founder shall cause the NEP Sign Panels to be updated at the reasonable expense of NEP Ground Lessee.

d. Casualty, Condemnation, Relocation, or Replacement of Campus Wayfinding

Signs.

Subject to the provisions of Section 5(e) and all applicable governmental regulations:

i. If a Campus Wayfinding Sign is damaged or destroyed by property casualty, then Founder may elect, but shall not be required, to restore such Campus Wayfinding Sign in the same location, or to construct a replacement Campus Wayfinding Sign in a location reasonably proximate and comparable to the location of the damaged or destroyed Campus Wayfinding Sign. The Owner of the Parcel on which the damaged or destroyed Campus Wayfinding Sign was located, if different from Founder, shall make insurance proceeds available to Founder for restoration or replacement of such Campus Wayfinding Sign.

ii. If the portion of a Parcel on which a Campus Wayfinding Sign is located is taken in condemnation proceedings or is conveyed to a governmental entity by the Owner thereof in lieu of condemnation proceedings, Founder may elect, but shall not be required, to construct a replacement Campus Wayfinding Sign in a location reasonably proximate and comparable to the location of the taken Campus Wayfinding Sign, and the portion of the condemnation proceeds award attributed to the taken Campus Wayfinding Sign shall be made available to Founder for construction of such replacement.

iii. Founder may, from time to time in Founder's sole discretion and at Founder's expense, elect to relocate, remove, replace, or modify any Campus Wayfinding Signs located on Campus from time to time. The style and design of any new, replacement, or modified Campus Wayfinding Sign shall be in the sole discretion of Founder. Construction of a new or relocated Campus Wayfinding Sign shall require Founder to obtain the consent (not to be unreasonably withheld, delayed, or conditioned) of the Owner of the Parcel on which such Campus Wayfinding Sign will be constructed; provided, however, that the consent of such Owner is not required for a replacement Campus Wayfinding Sign pursuant to Section 5(d)(i) or 5(d)(ii). Notwithstanding anything to the contrary contained herein, during such time that the Founder is required to display NEP Sign Panels on Campus Wayfinding Signs #1 and #2, Founder may not relocate, remove, replace or modify such Signs #1 and #2 without the consent of NEP Ground Lessee (such consent to not be unreasonably withheld, conditioned or delayed).

e. Rights of NEP Ground Lessee and Owner of City Parcel.

i. NEP Ground Lessee. Notwithstanding anything to the contrary contained herein, during such time that the Founder is required to display NEP Sign Panels on Campus Wayfinding Signs #1 and #2, if either such Campus Wayfinding Sign is damaged or destroyed or taken in condemnation (or granted in lieu thereof), then Founder's right in Sections 5(d)(i) and 5(d)(ii) to elect in its discretion whether to restore or replace such Campus Wayfinding Sign shall be deemed to require Founder to so restore or replace, but only to the extent (x) insurance or condemnation proceeds are available for such restoration or replacement, unless NEP Ground Lessee elects, in its sole discretion, to pay for same, (y) such restoration or replacement is not commercially unreasonable in the circumstances then existing, and (z) such restoration or replacement is permitted under applicable governmental regulations.

ii. City Parcel. With respect to the City Parcel while the City Parcel is under public ownership, notwithstanding anything in this Section 5 to the contrary, no Campus Wayfinding Sign shall be constructed, replaced, or relocated upon the City Parcel without the consent of the Owner of the City Parcel in its sole and absolute discretion.

6. Non-Interference

All work associated with the exercise of any Campus-Wide Easement or the Wayfinding Signage Easement described in Section 2 through Section 5 of this Agreement shall be performed using commercially reasonable efforts to minimize interference with the use and enjoyment of the Parcel(s) burdened by such easement. Without limiting the foregoing, the Benefitted Parties exercising the easement agrees that it shall use commercially reasonable efforts (i.e., what a similar or same person or entity would do under the same or similar circumstances recognizing the import of financial limitations) not to block the Drive Lanes or Walkways or interfere with Utility Facilities or Storm Water Drainage Facilities. Promptly after completion of the work, the Benefitted Party exercising the easement shall, at its own expense, restore the repair and restore the burdened Parcel and the Drive Lanes and other Easement Facilities to the condition existing prior to construction, except as otherwise agreed by the affected Owner. The exercise of the Campus-Wide easements shall not extend to permitting entry into the structures on any Parcel, nor shall it unreasonably interfere with the use of any Parcel or any Benefitted Party’s use and enjoyment of any other Campus-Wide Easement and, except in an emergency, entry onto any Parcel shall be made only as necessary and after reasonable notice to the Owner or occupant.

7. No Dedication

Excepting any uses for the benefit of or available to the public on the City Parcel while it remains subject to public ownership, nothing contained herein shall be deemed to be a gift or dedication of the Campus-wide Easements to the general public or for any public purpose whatsoever it being the intention of the parties hereto that the Campus-wide Easements granted herein shall be strictly limited to and for the purposes herein expressed.

8. Operation, Maintenance and Reimbursement

a. Maintenance Party.

The operations, maintenance, repair, replacement and reconstruction of the Easement Facilities located on each Parcel shall be performed by the Owner of that Parcel. Each party responsible for maintenance obligations with respect to a portion of the Easement Facilities as set forth in this Section 8(a) shall be referred to as the “**Maintenance Party**” for such Easement Facilities. The Founder is the Maintenance Party for the Wayfinding Signage Easement and Campus Wayfinding Sign(s).

b. Operation and Maintenance

The Maintenance Party shall maintain in good repair and condition and shall maintain and repair, as reasonable and necessary under the circumstances, any damage to all or any portion of the Easement Facilities located on its Parcel. The frequency of maintenance, repair, replacement and reconstruction shall be determined by the Maintenance Party, so long as the Easement Facilities are maintained in first class good condition and repair up to a standard equivalent to other similar health care campus properties, reasonable wear and tear excepted, so that the buildings on the Campus can be operated in a manner consistent with the NRHS Mission (with respect to the NRHS Parcels), and with the municipal purposes of the City of Norman (with respect to the City Parcel), and otherwise in compliance with applicable laws, regulations or ordinances and the terms of any Mortgages.

c. Maintenance Costs

The term “**Maintenance Costs**” shall mean all of the reasonable costs, charges and expenses which are attributable to operations, maintenance, repair, replacement and reconstruction of the Easement Facilities, including without limitation, security, cleaning and sweeping, lighting, maintaining and replacing landscaping adjacent to or on the Easement Facilities, and repairing and replacing paving, curbs and gutters, compensation for labor and materials, use of equipment, premiums for insurance, if applicable, real property taxes, if applicable, separately assessed against the Easement Facilities (if any), and necessary capital expenditures (other than the capital expenditures for the initial construction of the Easement Facilities). Subject to Section 8(d) and unless otherwise agreed between respective Owners each Owner shall be solely responsible for the Maintenance Costs of the portion of the Easement Facilities located on such Owner’s Parcel(s). Notwithstanding the foregoing, the Founder shall be solely responsible for the costs associated with maintaining the Campus Wayfinding Sign(s), except as provided in Sections 5(c), 5(d), and 5(e).

d. Maintenance of Shared Improvements

i. This Section 8(d) shall supersede any contrary provision of this Agreement with respect to the responsibility for, and costs of, the operations, maintenance, repair, replacement and reconstruction of (i) the Storm Water Vault, and (ii) the privately-maintained roadway island elements on Wellness Way, as designated on or required in the PUD, any applicable laws, regulations, ordinances or subdivision documents, as depicted on Exhibit “I-3” attached hereto (the “**Privately-Maintained ROW Elements**”, and, collectively with the Storm Water Vault, the “**Shared-Cost Improvements**”).

ii. NRHS shall maintain, repair, replace, and reconstruct the Privately-Maintained ROW Elements.

iii. The Owner of the Parcel on which the Storm Water Vault is located shall operate, maintain, repair, replace, and reconstruct the Storm Water Vault in accordance with all applicable laws, ordinances, and regulations.

iv. The Shared Maintenance Costs (as hereinafter defined) of maintaining a the Shared-Cost Improvements shall be proportionately shared among the Owners based on a percentage which is the ratio of the number of Cost Units allocated to such Owner’s Parcel relative to the number of Cost Units within the Campus. The number of “**Cost Units**” as used herein are determined by allocating 1 Cost Unit for each 1,000 square foot of land within each Parcel and 1 Cost Unit for each 1,000 gross square foot of each building within the Campus.

v. NRHS, with respect to the Privately-Maintained ROW Elements, and the Owner of the Parcel on which the Storm Water Vault is located, with respect to the Storm Water Vault, shall bill the Shared Maintenance Costs of the applicable Shared-Cost Improvements to the Owners on an annual basis, or such other mechanism as the parties may mutually agree from time to time. All amounts due from any party under this Agreement shall be paid within thirty (30) days of written demand. Notwithstanding anything to the contrary contained herein, in no event shall the NEP Ground Lease Parcel or the NEP Ground Lessee be obligated to contribute to Shared Maintenance Costs with respect to the Storm Water Vault, except to the extent that such Storm Water Vault is the primary receptacle for the drainage and detention of stormwater from the NEP Ground Lease Parcel. The City Parcel shall not be obligated to contribute to Shared Maintenance Costs with respect to the Storm Water Vault.

vi. As used in this Section 8(d), “**Shared Maintenance Costs**” refers to all of

the reasonable costs, charges, and expenses which are attributable to the operations, maintenance, repair, replacement and reconstruction of a Shared-Cost Improvement, including without limitation (A) cleaning and sweeping, lighting, maintaining and replacing landscaping on the Privately-Maintained ROW Elements, (B) maintaining, repairing and replacing the Storm Water Vault, and (C) necessary capital expenditures (other than the capital expenditures for the initial construction of the Storm Water Vault or the Privately-Maintained ROW Elements), provided, however, that only the amortized portion of any such capital expenditure may be included in Shared Maintenance Costs during any calendar year, using an amortization period equal to the useful life the improvement for which the capital expenditure is incurred. The City's portion of Shared Cost Improvements or Shared Maintenance Costs shall be offset by any amounts directly incurred or invested by the City in the Shared Cost Improvements or Shared Maintenance Costs.

9. Parking. This Agreement does not establish easements or cross-easements for parking. Each Owner shall construct and maintain on its Parcel a sufficient number of parking spaces to support the operations occurring on such Parcel, which shall not be less than the number of parking spaces required by zoning or other applicable laws and rules. The Owners of two or more Parcels may enter into separate easement agreements for cross-parking between such Parcels. The Owner of a Parcel may, at its sole cost and expense, use commercially reasonable means to enforce its exclusive right to use the parking located upon its Parcel, including posting signs, towing unauthorized vehicles, and installing gates or access control systems, provided that no such parking control measures shall interfere with the use of any Easement Facilities by the Benefitted Parties.

10. Use Restrictions. During the term of the NEP Ground Lease, NRHS (and its respective successors and assigns), shall not operate or permit to be operated on the Hospital Campus any of the following uses: (a) any use not permitted under the PUD or applicable laws or zoning ordinances, (b) any sale of (i) alcohol for off-premises consumption; (ii) tobacco products; or (iii) marijuana products; (c) any establishment that sells or exhibits drug-related paraphernalia; (d) any mortuary or funeral home; (e) any pet shop, veterinary hospital, or boarding facility (other in connection with uses that have a primary purpose related to service animals trained to provide assistance to individuals with disabilities); (f) any live performance venue or any establishment that can be heard outside of the occupant's premises; (g) any use that emits fumes, dust or smoke that can be smelled outside of the occupant's premises; (h) any tattoo parlor, or tanning beds; (i) the selling, marketing, leasing, advertising, displaying, exhibiting or distributing of pornographic materials, products, or media, sexually oriented materials, products, or media, or materials, products or media involving or depicting nudity or sexual, obscene or lewd acts; provided, however, the restrictions set forth in this clause (i) shall not be applicable to legitimate uses of materials depicting nudity in connection with the practice of medicine and other healthcare operations; (j) any establishment which exhibits either live or by any other means nude or partially clothed dancers or wait staff (k) any massage parlor or similar establishment; (l) any gambling facility or operation; (m) any political offices or causes; (n) any "second hand" store or pawn shop; or (o) any tobacco-funded research or enterprise. **While the City Parcel is subject to public ownership, the City Parcel shall not be subject to the use restrictions set forth herein. For any period of time when the City Parcel is subject to private ownership, the provisions of this this paragraph shall be applied to the City Parcel.**

11. Founder.

a. Rulemaking Authority. The Founder shall have the exclusive right, but not the obligation, to establish, revise, amend, revoke, and enforce reasonable rules and standards for the operation of the Campus, including Design Guidelines and Sign Guidelines (collectively, as established from time

to time, “**Rules**”). Excepting the Rules set forth in **Exhibit “M”** attached hereto and made a part hereof, which shall apply to all Parcels within the Campus throughout term of this Agreement and which may only be altered by an amendment of this Agreement, the Rules established and maintained by Founder pursuant to this Section 11(a) shall not apply to the NEP Ground Lease Parcel while the NEP Ground Lease remains in force, nor to the City Parcel while it remains subject to public ownership.

b. Succession. NRHS shall remain the Founder of the Campus, regardless of whether NRHS continues to own any Parcel(s) within the Campus, unless and until (i) NRHS assigns the rights and obligations of the Founder under this Agreement to another public trust or government entity with responsibility or authority to promote the Mission of the Campus, in which case such assignee shall become the Founder for purposes of this Agreement; or (ii) NRHS is acquired by or merged into another entity with responsibility or authority to promote the Mission of the Campus, in which case such acquirer or successor shall become the Founder for purposes of this Agreement; and in either case the successor Founder shall give written notice to all Owners within thirty (30) days. If NRHS should cease to exist or cease to be a public trust responsible for the Mission, and a successor Founder is not determined in accordance with the foregoing (i) or (ii), then the rights and obligations of the Founder under this Agreement shall pass to the Owner with the largest ownership of property within the Campus (which need not be a majority of the Campus), as determined by the sum of the square feet of land plus the total gross square feet of all buildings on each Owner’s Parcel(s).

c. Enforcement Authority. With respect to the provisions of this Agreement that reserve to the Founder an exclusive right, the Founder shall enforce such provisions against the Owners in a uniform and non-discriminatory manner. Founder may file a suit at law or in equity, or may itself correct an Owner’s noncompliance, at the expense of the noncompliant Owner, if such Owner fails to correct the noncompliance within thirty (30) days of written notice from Founder.

d. General Provisions as to Rules. In no event shall any Owner or its ground lessee, be obligated to comply with any Rule or Rules except to the extent the same are reasonable, nondiscriminatory, uniformly enforced, and do not increase in more than a de minimis manner, any obligations of the Owner. In no event may any Rule conflict with the terms of the REA and in the event of any such conflict, the REA shall control.

12. Design Guidelines and Sign Guidelines; Approvals of Founder.

a. Design Guidelines. The Founder shall have the exclusive right, but not the obligation, to establish, revise, amend, revoke, and enforce reasonable standards and guidelines for the design and maintenance of buildings, landscaping, and other improvements located on the Parcels. All site work, landscaping, buildings, structures, improvements, and other items placed in or on any Parcel in a manner or location visible from outside of existing structures are subject to standards for design, landscaping, and aesthetics (“**Design Guidelines**”) adopted by the Founder, and to the approval of Founder. No prior approval is necessary to repaint the exterior of existing structures using the most recently approved color scheme or rebuild or restore any damaged structures in a manner consistent with the plans and specifications most recently approved for such structures, and no approval is required for work done to the interior of a structure which does not alter the exterior appearance of the structure or affect adjacent Parcels. Any buildings or improvements constructed in the Campus shall be designed by and built in accordance with plans and specifications prepared, signed and sealed by an Oklahoma licensed architect or professional building designer, and shall be constructed by contractors and subcontractors holding all licenses and permits required by law.

b. Sign Guidelines. The Founder shall have the exclusive right, but not the obligation, to establish, revise, amend, revoke, and enforce reasonable standards and guidelines for the design and maintenance of signs (including signs located on buildings within the Campus) located on the Parcels ("**Sign Guidelines**").

c. Approval Process. Prior to commencing any construction or external renovation of any improvements or sign within the Campus, the Owner of the affected Parcel shall submit to the Founder a written application containing plans and specifications and such other information as the Founder may reasonably require. The Founder shall notify the applicant Owner in writing of Founder's approval or disapproval within thirty (30) days of Founder's receipt of the application. The Design Guidelines and Sign Guidelines are not the exclusive basis for the Founder's decisions, and compliance with the Design Guidelines or Sign Guidelines does not guarantee approval. If Founder does not respond within thirty (30) days, the applicant Owner may notify Founder in writing, by certified mail, return receipt requested, demanding a response, and if Founder fails to respond within fourteen (14) days, the application shall be deemed approved to the extent it is in conformance with the Design Guidelines and/or Sign Guidelines. Approval under this Section 12(c) is not a substitute for any approvals or reviews required by the City of Norman, Oklahoma any municipality or governmental agency or entity having jurisdiction over architectural or construction matters.

d. Rules and Guidelines to be Prospective; Applicability. Notwithstanding anything to the contrary contained herein, the entirety of this Section 12 and the entirety of Rules (n) and (p) in Exhibit M shall not apply to require removal of or modifications to structures existing or already under construction on any portion of the Campus prior to the Effective Date of this Agreement, but shall apply to exterior modifications to such structures undertaken after the initial completion thereof by any Owner other than the Founder, the NEP Ground Lease Parcel while the NEP Ground Lease is in force, or the City Parcel while it is subject to public ownership. The Founder shall have exclusive authority to review and act upon all applications for review of proposed exterior improvements or exterior modifications, and the approval of the Founder to same may not be unreasonably withheld, conditioned or delayed. Subject to the remaining terms and provisions hereof, the Founder shall have exclusive authority to amend the Design Guidelines and Sign Guidelines. New or amended Design Guidelines shall apply prospectively only. They shall not require modification to, or removal of, any structures previously constructed or approved once construction or modification has begun. However, any new work on such structures must comply with the Design Guidelines as amended. Notwithstanding anything to the contrary contained herein, the Founder has approved the proposed improvements and buildings to be constructed upon the NEP Ground Lease Parcel as set forth and/or depicted in Exhibit "L" attached hereto and made a part hereof, and Founder has otherwise expressly approved any and all plans and specifications submitted by NEP Ground Lessee and City as to such improvements and buildings to any and all applicable governmental authorities for which permits have been issued. Further, Founder hereby expressly pre-approves any and all future replacements, expansions and/or alteration of said improvements and buildings.

e. General Provisions as to Design Guidelines and Sign Guidelines. In no event shall any Owner be obligated to comply with any Design Guidelines or Sign Guidelines except to the extent the same are reasonable, non-discriminatory, uniformly enforced, do not increase in more than a de minimis manner, any obligations of the Owner hereunder, and do not decrease, in more than a de minimis manner, the rights of the Owner.

13. Direct Enforcement; Delegation to Ground Lessees.

a. Every Owner and occupant of any Parcel shall comply with the terms and conditions

of this Agreement, and each Owner shall be responsible for any violation of the terms of this Agreement by the tenants or occupants of such Owner’s Parcel. Any affected Owner shall have the right to file suit at law or in equity to enforce the terms and conditions of this Agreement that are not expressly reserved to the Founder (the “**Enforcement Right**”).

b. By written notice to all other Owners, an Owner may expressly delegate to its ground lessee the Enforcement Right. Such delegation shall state whether it is exclusive or non-exclusive, and whether Owner also delegates to such ground lessee Owner’s right to give or withhold such consents and approvals as Owner is entitled to make under this Agreement. No delegation of the Enforcement Right by any Owner shall bind any other Owner nor shall it relieve an Owner of liability for compliance with the terms and conditions of this Agreement. The parties acknowledge that NRHS has made such a delegation in favor of NEP Ground Lessee with respect to the NEP Ground Lease Parcel pursuant to the NEP Ground Lease, and that such delegation is non-exclusive and does not delegate the right to give or withhold such consents and approvals as NRHS is entitled to make under this Agreement. The foregoing acknowledgement shall constitute the written notice contemplated in the first sentence of this subparagraph b. Notwithstanding anything to the contrary contained herein, any liability, right or benefit flowing to NEP Ground Lessee under this Agreement shall terminate upon the expiration or earlier termination of the NEP Ground Lease, except for such obligations of NEP Ground Lessee that expressly survive the expiration or termination of such NEP Ground Lease. Notwithstanding, the Owner of the NEP Parcel shall at all times remain obligated under the terms of this Agreement, regardless of previous delegations hereunder.

14. Insurance.

a. Liability Insurance. Commercial general liability insurance, written by a responsible insurance company or companies having a Best’s Rating of not less and A- / VII, and licensed in the State of Oklahoma, insuring against any and all losses, claims, demands or actions whatsoever for injury to or death of any one or more persons in any one occurrence to the limit of not less than Three Million Dollars (\$3,000,000) and for damage to property in an amount not less than One Million Dollars (\$1,000,000) shall be maintained by the parties on all Parcels within the Campus, and such policy shall name the other Owners, and in the case of the NEP Ground Lease Parcel, the NEP Ground Lessee, and the City in the case of the City Parcel, as additional named insureds. Such policy shall include not less than Three Million Dollars (\$3,000,000) of contractual liability coverage. The coverage limits required herein may be satisfied by any combination of primary and excess or umbrella per occurrence policies. If by reason of changed economic or industry conditions from time to time the insurance amounts or coverages referred to above become inadequate, excessive or unavailable on commercially reasonable terms, the amounts or coverages of such insurance shall be adjusted to commercially reasonable amounts and coverages, at the reasonable agreement of the Owner parties hereto. If the Owner parties cannot reasonably agree on such adjustments within thirty (30) days of request, then such amounts and coverages shall be determined by mediation at the shared cost of all Owner parties. Notwithstanding anything to the contrary contained herein, during such periods of time that the City Parcel is subject to public ownership, the City Parcel shall be exempted from providing the insurance coverage required in this Section 14(a).

b. Property Insurance. Excepting the City Parcel while subject to public ownership, Causes of Loss Special Form Insurance insuring against physical loss or damage caused by the perils insured under a Causes of Loss Special Form policy with no exclusion for named storms in the amount of the full replacement cost of the buildings and other improvements located on any Parcel within the Campus (exclusive of footings, foundations and commercially reasonable deductibles), which insurance shall waive coinsurance limitations, with applicable sub-limits for flood and earthquake, shall be maintained,

or caused to be maintained, by the Owners of each of the Parcels within the Campus. Each such policy will include terrorism as commercially available. Insurances applicable to structures located on parcels within the Campus shall be in place no later than substantial completion of any structure being constructed thereon. The City Parcel, and all structures thereon, shall be insured in the same manner, and to the same extent as all other property and/or structures insured by the public entity, while the City Parcel is subject to public ownership.

c. General Insurance Requirements. Excepting those required by Section 14(b) above, insurances required under this Section 14 may be satisfied by providing a statement of self-insurance. Each applicable party shall provide other applicable parties not less than thirty (30) calendar days' written notice prior to any cancellation or material adverse change in policy provisions (ten (10) days for non-payment of premium) for all policies of insurance required to be maintained hereunder. If liability insurance is written on a "claims made" basis or provided by self-insurance, then the party who has the requirement of providing such insurance shall (a) cause all policies of such insurance (whether renewals or replacements) to use the original inception date of the insured's first claims made policy as the retroactive date in all such policies; and (b) continue to maintain such insurance or self-insurance for not less than two (2) years, or the statute of repose, whichever is longer (the "tail" period) after the termination of this Agreement. If any liability insurance which is written on a claims made basis is ever terminated or changed to an occurrence basis, the period of time in which a claim can be made against the insured must be extended for at least two (2) years, or the statute of repose, whichever is longer, through the purchase of the appropriate extended reporting period option or, with reference to Ground Lessor or any public entity that is an Owner hereunder, a period determined to permit timely claims pursuant to the Oklahoma Governmental Tort Claims Act, 51 O.S. § § 151-172 (the "**Oklahoma Governmental Tort Claims Act**") including as applicable to political subdivisions. Each applicable party shall provide the applicable parties with a certificate of insurance upon reasonable written request from the other party, to show evidence of compliance with the insurance requirements provided herein. Maintaining insurance following the termination of this Agreement, as set forth herein, shall not be interpreted as any admission by any party. Nothing in this paragraph shall be interpreted to require a party to maintain insurance following a complete transfer of ownership.

d. Indemnity. To the extent permitted by law, including the Constitution of the State of Oklahoma, each Owner shall indemnify, and hold harmless each of the other Owners from and against any and all claims, expenses, liabilities, losses, damages and costs, including reasonable attorneys' fees and any actions or proceedings in connection therewith, incurred in connection with, arising from, due to or as a result of the death of any person or any accident, injury, loss or damage, howsoever caused to any person or property as shall occur in or about the Owner's Parcel, and from any mechanic's or materialman's lien or claim therefor arising by, through or under such Owner, except claims resulting from the negligence or willful act or omission of the indemnified party.

15. Default Rights

a. Monetary Default. Any amount due and payable by a party pursuant to this Agreement which remains unpaid for forty-five (45) or more days after invoice, shall, from the expiration of such forty-five (45) day period until repaid, bear interest at the lesser of ten percent (10%) per annum or the highest rate then allowed by law (the "**Default Rate**"). If such amount remains unpaid for ninety (90) days after written notice to such non-paying party of such default, the unpaid party shall have the right to pursue any and all remedies available under applicable law for such default.

b. Non-Monetary Defaults. If an Owner defaults in an obligation under this Agreement other than the payment of money (and such default is not due to Unavoidable Delay), then if such failure continues for more than forty-five (45) days' following written notice to the defaulting party from any other Owner (or, if such failure cannot reasonably be cured within such 45 day period, then such longer period as may be reasonably required to cure the same, provided the defaulting party promptly commences and diligently prosecutes such cure to completion which in no event shall exceed one hundred twenty (120) days following written notice), then any other Owner may (i) pursue injunctive or declaratory relief, or (ii) pursue a suit for damages; provided, however, that no party privately owning any parcel on Campus shall be entitled to special, punitive, or consequential damages under this Agreement. However, no limitations or waivers of damages, remedies or warranties anywhere in this Agreement shall apply to the City Parcel while subject to public ownership.

c. Maintenance Defaults. In addition to the foregoing remedies in Sections 15(a) and (b), with respect to the maintenance obligations set forth in Section 8 hereof, if an Owner fails to perform its maintenance obligations (and such failure is not due to Unavoidable Delay) and such failure continues for more than forty-five (45) days' following written notice to the defaulting party from any other Owner (or, if such failure cannot reasonably be cured within such 45 day period, then such longer period as may be reasonably required to cure the same, provided the defaulting party promptly commences and diligently prosecutes such cure to completion which in no event shall exceed one hundred twenty (120) days following written notice), the notifying Owner shall have the right to cure such failure, and shall have reasonable access to all areas necessary to do so. The reasonable and necessary costs of curing such failure, together with interest thereon at the Default Rate, shall be reimbursed by the defaulting Owner.

d. Liens. No breach or violation of this Agreement shall affect, impair, defeat or render invalid the lien of any mortgage or deed of trust encumbering the fee or ground leasehold interest in any Parcel and securing a loan made in good faith and for value with respect to the development or permanent financing or refinancing of any Parcel (“**Mortgage**”).

e. “**Unavoidable Delay**” shall mean means causes beyond such party’s reasonable control and without its fault or negligence, including, but not limited to, governmental action or inaction, inability or delay in obtaining permits or approvals from governmental, quasi-governmental or private parties, inability to obtain any required easements or licenses over property of third parties, failure of non-parties to this Agreement to complete any roads, utilities and other infrastructure on a timely basis, acts of God, disease or pandemic, such as COVID-19, underground or other site conditions not known and not reasonably anticipatable, fires, floods, strikes, freight embargoes, unavailability of materials, severe weather conditions, delays caused by acts or omissions of contractors, subcontractors, material or equipment suppliers, architects or engineers.

16. Miscellaneous

a. No Benefit

Except as may be delegated pursuant to Section 13(b), no obligation of an Owner under this Agreement is enforceable by, or is for the benefit of, any creditor of any or all parties hereto or any other third parties.

b. Notices

No notice, request, demand, instruction or other document to be given hereunder to any party shall be effective for any purpose unless (i) personally delivered to the person at the address set forth below, in which event such notice shall be deemed effective upon delivery; (ii) delivered by Federal Express or other reputable courier service, in which event such notice shall be deemed effective upon delivery; or (iii) delivered by registered or certified mail at the address set forth below, return receipt requested, postage prepaid, in which event notice shall be deemed effective upon the earlier to occur of actual receipt or refusal, after deposit in the United States Post Office:

Founder: Norman Regional Health System
3300 Healthplex Parkway
Norman, Oklahoma 73072
Attn: President & CEO

and

Norman Regional Health System
3300 Healthplex Parkway
Norman, Oklahoma 73072
Attn: Risk Management & Compliance

and

Faegre Drinker Biddle & Reath LLP
320 S. Canal Street, Suite 3300
Chicago, Illinois 60606
Attn: Neil S. Olderman, Esq.

NRHS: Norman Regional Health System
3300 Healthplex Parkway
Norman, Oklahoma 73072
Attn: President & CEO

and

Norman Regional Health System
3300 Healthplex Parkway
Norman, Oklahoma 73072
Attn: Risk Management & Compliance

and

Faegre Drinker Biddle & Reath LLP
320 S. Canal Street, Suite 3300
Chicago, Illinois 60606
Attn: Neil S. Olderman, Esq.

City: c/o City Manager
City of Norman

201 West Gray
Norman, OK 73069

and

c/o City Attorney
City of Norman
201 West Gray
Norman, OK 73069

and

c/o Director of Parks and Recreation
City of Norman
225 North Webster Ave.
Norman, OK 73069

NEP Ground Lessee: NEP Norman, LP
c/o: New Era Companies, LLC
801 Hanover Dr., Suite 650
Grapevine, TX 76051
Attn: Daryn Eudaly

Chaiken Legal Group, P.C.
5960 W. Parker Rd., Ste. 278-194
Plano, Texas 75093
Attn: Michael J. Chaiken, Esq.

**And for so long as the following entity
has a lien on the NEP Ground Lessee's
interest in the Ground Lease:**

Stride Bank, N.A.
8811 S. Yale Avenue, Suite 100
Tulsa, OK 74137
Attn: Carol Kinzer
Email: ckinzer@stridebank.com

With a copy to:

Jason B. Coutant
GableGotwals
110 N. Elgin Ave., Ste. 200
Tulsa, Oklahoma 74120
Phone: (918) 595-4800
Fax: (918) 595-4990
Email: jcoutant@gablelaw.com

The foregoing notice addresses may be changed by giving notice of such change in the manner herein provided for giving notice.

c. Attorneys' Fees

Should any Owner bring any action against any other Owner related in any way to this Agreement, its validity, enforceability, scope or subject matter, the prevailing party shall be awarded its reasonable attorneys' fees and costs incurred for prosecution, defense, consultation or advice in connection with such action, together with all costs of proceedings in connection therewith, as allowed by Oklahoma law.

d. No Waiver

The waiver by one party in the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The waiver by any party hereto in the time for performing any act shall not constitute the waiver of the time for performing any other act, or any identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement for any remedy shall not exclude other consistent remedies unless they are expressly excluded.

e. Construction

As used in this Agreement, the masculine, feminine and neuter gender and the singular or plural number shall be deemed to include the other whenever the context so indicates. This Agreement shall be construed as a whole and in accordance with its fair meaning, the captions being for convenience only and not intended to fully describe their defined provisions in the portions of this Agreement to which they pertain.

f. Counterparts

This Agreement may be executed in any number of counterparts. Each such counterpart hereof shall be deemed to be an original instrument but all such counterparts shall constitute but one Agreement.

g. Amendments

This Agreement may not be canceled, changed, modified or amended in whole or in part unless in a written and recorded agreement executed by the then Founder and record Owners of the Campus, as well as, for so long as the NEP Ground Lease remains in effect, executed by NEP Ground Lessee, and consented to by the holders of any Mortgages on each Parcel.

h. Waiver

Except as otherwise provided herein as relates specifically to the NEP Ground Lessee, any party shall be entitled to waive any term or provision which is intended to be solely for the benefit of such party. However, in no event shall any party be deemed to have waived any term or provision of this Agreement unless such waiver is made in writing and signed by such party.

i. Further Assurances

Each of the parties hereto agrees to execute and deliver such other instruments and perform such acts, in addition to the matters specified herein, as may be appropriate or necessary, from time to time, to effectuate the agreements and understandings of the parties.

j. Severability

Should any portion of this Agreement be declared invalid and unenforceable, then such portion shall be deemed to be severed from this Agreement and shall not affect the remainder thereof.

k. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

l. Recordation.

This Agreement, and any amendments thereto, shall be recorded in the County Clerk’s Office of Cleveland County, State of Oklahoma.

m. Entire Agreement

This Agreement contains the entire agreement between the parties relating to the subject matter hereof and no modification or amendment hereto shall be of any force or effect unless it shall be in writing and signed by the parties hereto.

n. Non-Merger of Title

The ownership of the Campus and the Benefitted Property by the same party shall not cause a merger or termination of this Agreement.

o. Limitation of Liability

Whenever an Owner transfers its interest in its property, such transferor shall not be liable for any obligations arising under this Agreement that occur after the transfer date, so long as the applicable transferee has expressly assumed in writing such obligations. Notwithstanding anything to the contrary herein, no party shall be liable hereunder for consequential, special or punitive damages. However, no limitations or waivers of damages, remedies or warranties anywhere in this Agreement shall apply to the City Parcel while subject to public ownership.

p. No Rescission

No breach of this Agreement shall entitle an Owner to cancel, rescind, or otherwise terminate this Agreement, but such limitation shall not otherwise affect in any manner any of the rights or remedies that the Owner may have under this Agreement by reason of any breach. However, no limitations or waivers of damages, remedies or warranties anywhere in this Agreement shall apply to the City Parcel

while subject to public ownership.

q. Estoppel Certificate

Upon a bona fide sale or transfer of ownership of leasehold interest relating to a parcel on Campus, or pursuant to the reporting requirements of any financing secured by property within the Campus, each Owner, upon request in writing from another Owner, agrees to execute and deliver to the requesting Owner, or to said Owner's designee, including NEP Ground Lessee or any such requesting mortgagee or financial institution, within 10 days following written request, a statement in writing certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); that the responding Owner, to its knowledge, knows of no default (or condition which with the giving of notice or the passage of time or both, would constitute such a default) under this Agreement by the requesting Owner or if there is a default, the general nature thereof; and such other statements as may be reasonably and necessarily requested to serve the purposes of the bona fide sale or transfer or ownership or leasehold interest. The Founder shall have the rights of an owner under this Section 16(q) regardless of whether Founder is an Owner of any Parcels.

r. Lien Subordination.

Each Owner represents and warrants to the Owners that they are the fee simple owners of their respective Parcels free from any mortgage or deed of trust liens that encumber their respective fee simple estates. Each Owner covenants and agrees to cause the holder of any existing mortgage or deed of trust affecting the portion of the Campus owned by such Owner as of the date hereof to consent to this Agreement and subordinate its rights to the terms and provisions of this Agreement.

s. Fire Circulation Drive on City Property and Allocation of the Cost of the Fire Circulation Drive. The City and NEP Ground Lessee have separately agreed to terms regarding the shared cost of construction, and joint access and use of, a fire circulation drive to also be utilized as set forth herein. The Fire Circulation Drive is depicted in the attached **Exhibit "J."**

t. Future Construction.

i. Phase II – NRHS Parcel Design Standards. Notwithstanding anything to the contrary contained herein, NRHS acknowledges and agrees that all future streets, lanes, lines and other infrastructure contemplated by this Agreement shall be designed, constructed and installed substantially as required by the PUD and other applicable City standards, regulations, ordinances or filed subdivision documents, including any plats thereof ("**Regulatory Controls**").

ii. Phase II – NRHS Future Improvements. NRHS shall, at its sole cost and expense, construct or install, cause to be constructed or installed or contract for the construction and installation of certain improvements required to complete the construction of the remainder of the Campus substantially in accordance with the PUD, and otherwise in compliance with the Regulatory Controls. NRHS shall cause the design, construction and installation of the Phase II – Future Improvements to be substantially completed not later than the earliest deadline required by the Regulatory Controls.

iii. Notwithstanding the foregoing (i) and (ii), nothing in this Section 16(u) shall operate to (x) obligate, to a greater extent than is provided for in the Regulatory Controls, NRHS to perform

any future construction or construct any improvements on the Campus, nor (y) constrain, to a greater extent than is provided for the in Regulatory Controls, NRHS's reasonable discretion in performing any such construction or constructing any such improvements

u. **List of Exhibits.** The following Exhibits are attached hereto and incorporated herein:

- Exhibit A Legal Description of NRHS Parcels
- Exhibit B Legal Description of City Parcel
- Exhibit C Legal Description of NEP Ground Lease Parcel
- Exhibit D Depiction of Drive Lanes
- Exhibit E Phase I Access Exhibit
- Exhibit F Phase II Access Exhibit
- Exhibit G-1 Depiction of Walkways
- Exhibit G-2 Depiction of Walkways for Phase II
- Exhibit H Utility Facilities
- Exhibit I-1 Map Depicting the Storm Water Drainage Facilities
- Exhibit I-2 Map Depicting the Stormwater Detention Vault
- Exhibit I-3 Wellness Way
- Exhibit J Fire Circulation Drive
- Exhibit K-1 Campus Wayfinding Signage Locations
- Exhibit K-2 Initial Campus Wayfinding Sign Designs
- Exhibit L NRHS-Approved NEP Ground Lease Parcel Improvements
- Exhibit M Rules and Regulations

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

“NRHS”

NORMAN REGIONAL HOSPITAL AUTHORITY,
an Oklahoma Public Trust, d/b/a Norman Regional Health System

By: _____
Name: Richie Splitt
Title: President and Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF CLEVELAND)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2023, personally appeared **RICHIE SPLITT**, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that **RICHIE SPLITT** executed the same as the **PRESIDENT AND CHIEF EXECUTIVE OFFICER** of **NORMAN REGIONAL HOSPITAL AUTHORITY, an Oklahoma public trust, d/b/a Norman Regional Health System**, as free and voluntary act and deed of such **Oklahoma public trust**, for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Notary Public: _____

My Commission Expires: _____

“CITY”

THE CITY OF NORMAN, OKLAHOMA,
a municipal corporation of the State of Oklahoma

Approved as to form and legality this _____ day of _____, 2023.

City Attorney’s Office

Signed By: _____
Larry Heikkila
Mayor, City of Norman

(SEAL)

Attested By: _____
Brenda Hall
Norman City Clerk

A notary public or other officer completing verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
COUNTY OF _____)

On _____, 202__, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

EXHIBIT A**Legal Description of NRHS Parcels**

A tract of land being all of Blocks 1 and 2, WHITWELL ADDITION recorded in Book 1 of Plats, Page 26; AND all of Blocks 1 and 2, GRIFFIN HEIGHTS ADDITION recorded in Book 2 of Plats, Page 62; AND part of Block 1, NORTHEAST ADDITION recorded in Book 1 of Plats, Page 92; AND part of Blocks 1 and 4 (being part of Lot 3A LOT LINE ADJUSTMENT recorded in Book 3168, Page 421) AND Lots 1 through 13, Block 3, all in HIGH SCHOOL ADDITION recorded in Book 1 of Plats, Page 32, together with the platted streets and alleys lying within the aforescribed plats AND those unplatted parts of the Northwest Quarter (NW/4) of Section 29, Township 9 North, Range 2 West of the Indian Meridian, Norman, Cleveland County, Oklahoma all lying within the following described tract of land;

COMMENCING at the northwest corner of said Northwest Quarter;

THENCE South 00°09'01" East, along the west line of said Northwest Quarter, a distance of 553.00 feet to the POINT OF BEGINNING;

THENCE North 89°50'59" East a distance of 420.40 feet;

THENCE North 00°09'01" West a distance of 237.84 feet to a point on the south line of Lot 1, Block 1, DOCTOR'S PARK NO. 1 recorded in Book 8 of Plats, Page 77 extended;

THENCE North 89°44'54" East, along the south line of said Lot 1 extended, the south line of said Lot 1 and the south line of Lot 1, Block 1, DOCTOR'S PARK NO. 2 recorded in Book 10 of Plats, Page 39, a distance of 615.57 feet to the southeast corner of said Lot 1, also being a point on the west right of way line of Findlay Avenue;

THENCE South 00°09'01" East, along said west right of way line and the east line of Block 1 of said GRIFFIN HEIGHTS ADDITION extended and the east line of said Block 1, a distance of 859.73 feet;

THENCE South 89°26'27" West a distance of 8.00 feet to a point of intersection with the east line of Block 1, NORTHEAST ADDITION extended;

THENCE South 00°09'01" East, along the east line of said Block 1 extended, the east line of said Block 1 and said west right of way line, a distance of 25.99 feet;

THENCE South 89°26'27" West a distance of 282.90 feet;

THENCE South 44°26'27" West a distance of 92.14 feet;

THENCE South 89°26'27" West a distance of 279.88 feet;

THENCE North 00°08'59" West a distance of 75.63 feet to a point on a curve;

THENCE Westerly along a non tangent curve to the right having a radius of 250.00 feet (said curve subtended by a chord which bears South 75°40'12" West a distance of 161.25 feet) for an arc distance of 164.18 feet;

THENCE South 00°33'33" East a distance of 446.08 feet to a point on the south line of said Block 4, HIGH SCHOOL ADDITION;

THENCE South 89°26'27" West, along the south line of said Blocks 4 and Block 3, a distance of 214.37 feet to the southwest corner of said Block 3, also being a point on the east right of way line of Porter Avenue;

THENCE North 00°09'01" West, along the west line of said Block 3, the west line of Block 2 of said HIGH SCHOOL ADDITION, the west line of Block 1, WHITWELL ADDITION and said east right of way line, a distance of 952.35 feet to the northwest corner of said Block 1, WHITWELL ADDITION;

THENCE South 89°26'27" West a distance of 33.00 feet to a point on the west line of said Northwest Quarter;

THENCE North 00°09'01" West, along said west line, a distance of 175.84 feet to the POINT OF BEGINNING.

The basis of bearings for this legal description was the Oklahoma State Plane Coordinate System (NAD83-South Zone) using a bearing of South 00°09'01" East on the west line of the Northwest Quarter of Section 29, Township 9 North, Range 2 West of the Indian Meridian.

EXHIBIT B**Legal Description of City Parcel**

A tract of land being part of Lot 3A, LOT LINE ADJUSTMENT NO. 1103 recorded in Book 3168, Page 421 of Block 4 AND all of Lots 1 and 2, Block 4 AND part of Lot 22, all of Lots 23 and 24, Block 1, NORMAN HIGH SCHOOL ADDITION recorded in Book 1 of Plats, Page 32(57) AND all of Lots 1 through 12, part of Lots 13 through 24, Block 1, NORTHEAST ADDITION recorded in Book 1 of Plats, Page 92, together with part of the east-west alley lying in said Blocks as vacated by JOURNAL ENTRY OF JUDGEMENT Case No. C-88-1968T AND part of Rich Street as vacated by JOURNAL ENTRY OF JUDGEMENT Case No. CJ-2000-935-BH recorded in Book 3189, Page 918 and JOURNAL ENTRY OF JUDGEMENT Case No. CJ-2002-2210-L recorded in Book 3543, Page 379 AND an unplatted part of the Northwest Quarter of Section 29, Township 9 North, Range 2 West of the Indian Meridian, Cleveland County, being more particularly described as follows;

COMMENCING at the northwest corner of said Northwest Quarter;

THENCE South 00°09'01" East, along the west line of said Northwest Quarter, a distance of 1,681.19 feet to a point of intersection with the south line of said Block 4 extended;

THENCE North 89°26'27" East, along said extended line and the south line of said Block 4, a distance of 655.82 feet to the POINT OF BEGINNING;

THENCE North 00°33'33" West a distance of 408.84 feet;

THENCE North 89°26'27" East a distance of 27.51 feet;

THENCE North 44°26'27" East a distance of 92.14 feet;

THENCE North 89°26'27" East a distance of 282.90 feet to a point on the east line of said Block 1, NORTHEAST ADDITION, being a point on the west right of way line of Findlay Avenue;

THENCE South 00°09'01" East, along the east line of said Block 1, said line extended to the centerline of said vacated Rich Street and said west right of way line, a distance of 309.00 feet;

THENCE North 89°26'27" East, along said vacated Street centerline, a distance of 8.00 feet to a point on the west right of way line of said Findlay Avenue;

THENCE South 00°09'01" East, along said west right of way line, a distance of 165.00 feet to a point of intersection with the south line of said Block 4 extended;

THENCE South 89°26'27" West, along said extended line and the south line of said Block 4, a distance of 380.18 feet to the POINT OF BEGINNING.

The basis of bearings for this legal description was the Oklahoma State Plane Coordinate System (NAD83 -South Zone) using a bearing of South 89°26'27" West as the south line of Block 4 of NORMAN HIGH SCHOOL ADDITION.

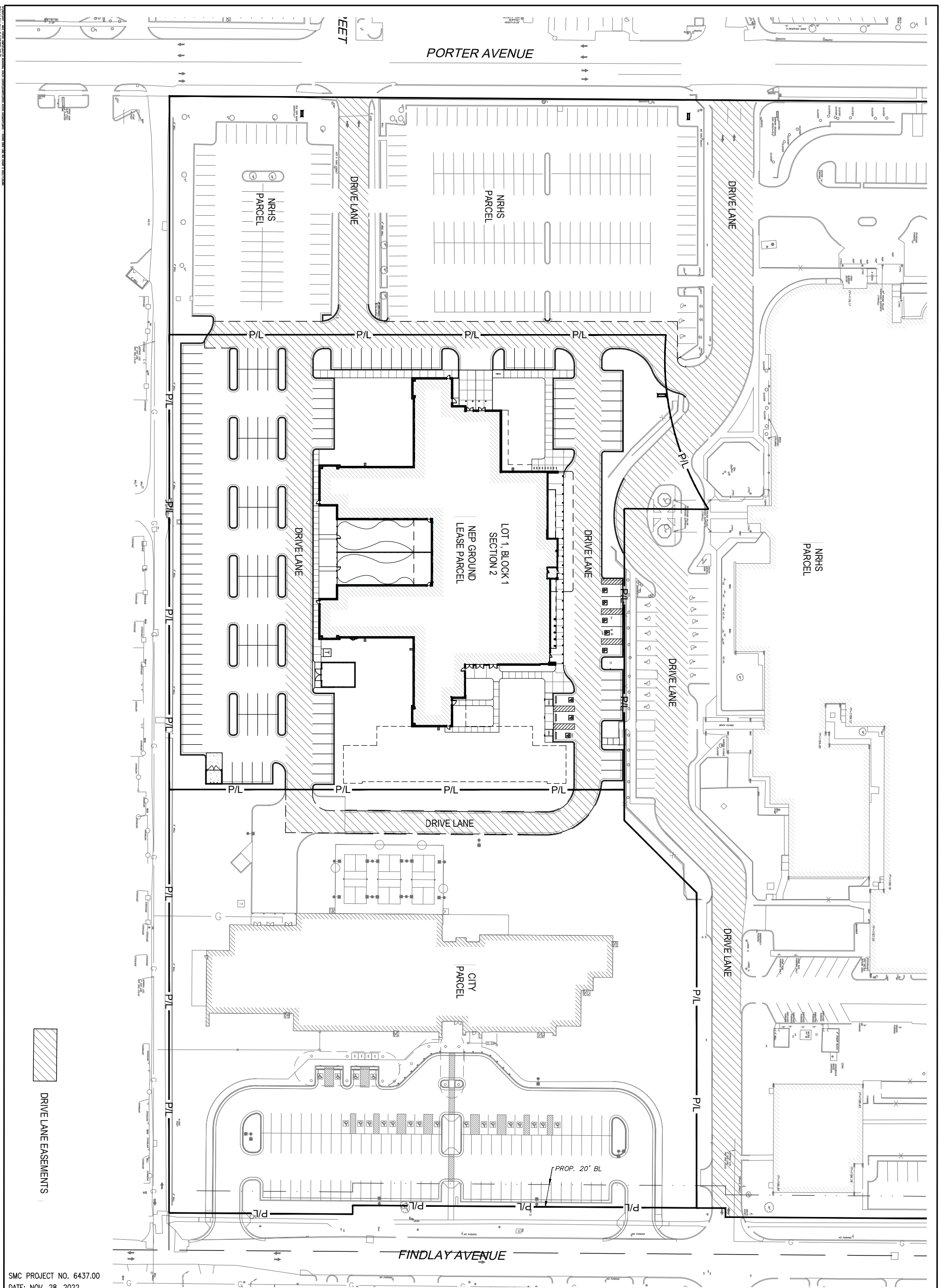
EXHIBIT C

Legal Description of NEP Ground Lease Parcel

Lot 1, Block 1, NORMAN REGIONAL HEALTH SYSTEM PORTER CAMPUS SECTION 2, a Planned Unit Development to the City of Norman, Cleveland County, Oklahoma, according to the plat recorded in Book 25 of Plats, Page 242.

EXHIBIT D
Depiction of Drive Lanes

[exhibit follows this cover page]



DRIVE LANE EASEMENTS

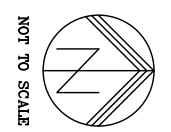
SMC PROJECT NO. 6437.00
 DATE: NOV. 28, 2022

SMC
 SMC Consulting Engineers, P.C.
 815 West Main - Oklahoma City, OK 73106
 PH: 405-232-7715 Fax: 405-232-7859

OCEANS NORMAN
 NRHS PORTER HEALTH VILLAGE
 NORMAN, OK

EXHIBIT D

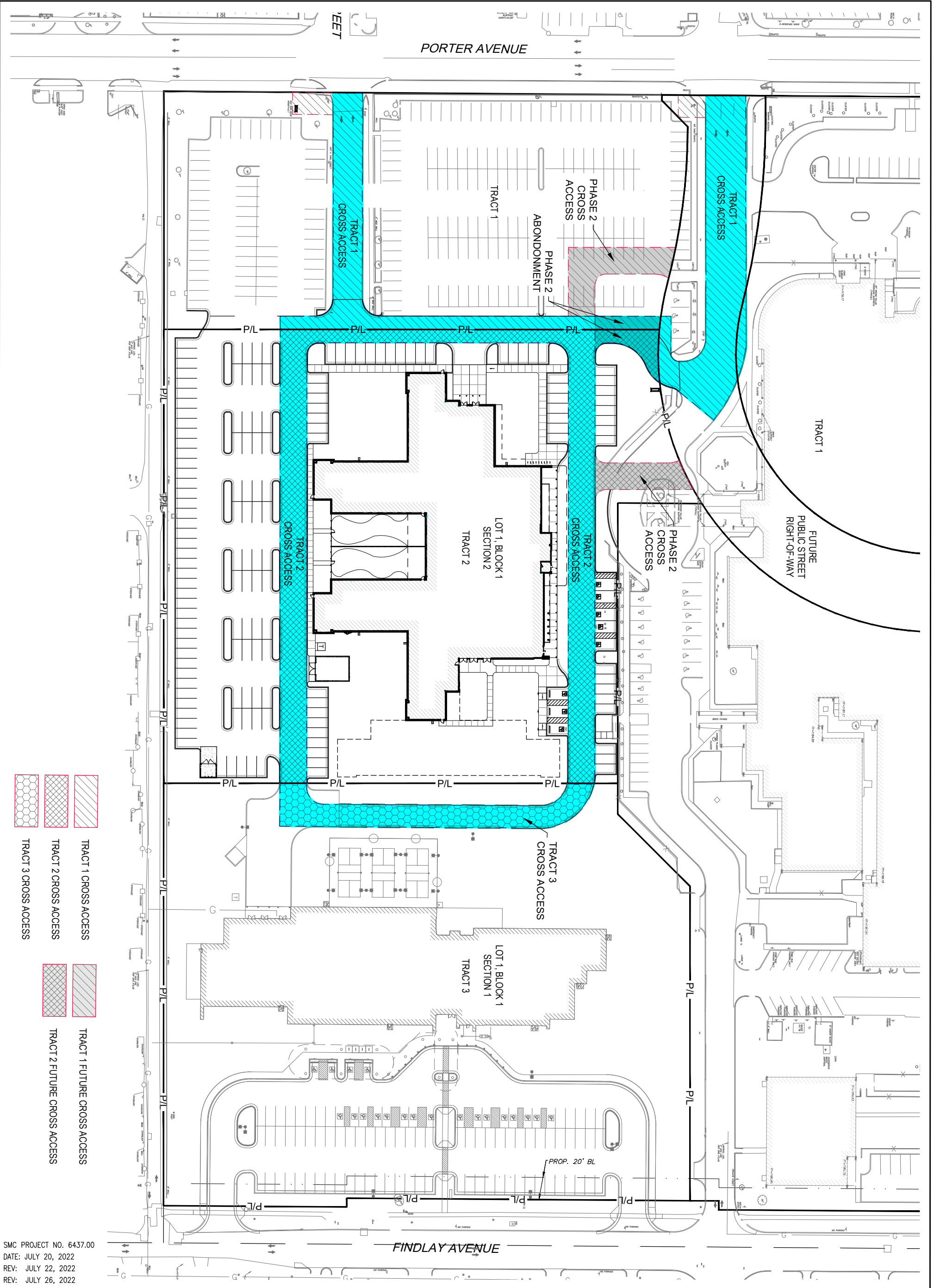
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 DRIVE LANE EASEMENTS

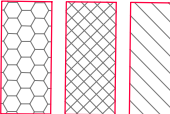
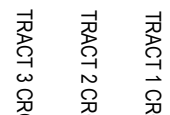
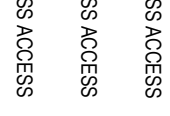
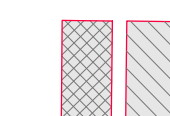
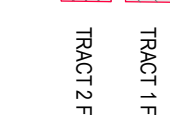


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EXHIBIT E
Phase I Access Exhibit

[exhibit follows this cover page]



-  TRACT 1 CROSS ACCESS
-  TRACT 2 CROSS ACCESS
-  TRACT 3 CROSS ACCESS
-  TRACT 1 FUTURE CROSS ACCESS
-  TRACT 2 FUTURE CROSS ACCESS

SMC PROJECT NO. 6437.00
DATE: JULY 20, 2022
REV: JULY 22, 2022
REV: JULY 26, 2022


SMC
SMC Consulting Engineers, P.C.
815 West Main - Oklahoma City, OK 73106
PH: 405-232-7715 Fax: 405-232-7859

CROSS ACCESS

EXHIBIT E

**NORMAN REGIONAL
HEALTH SYSTEM
PORTER CAMPUS
NORMAN, OK**

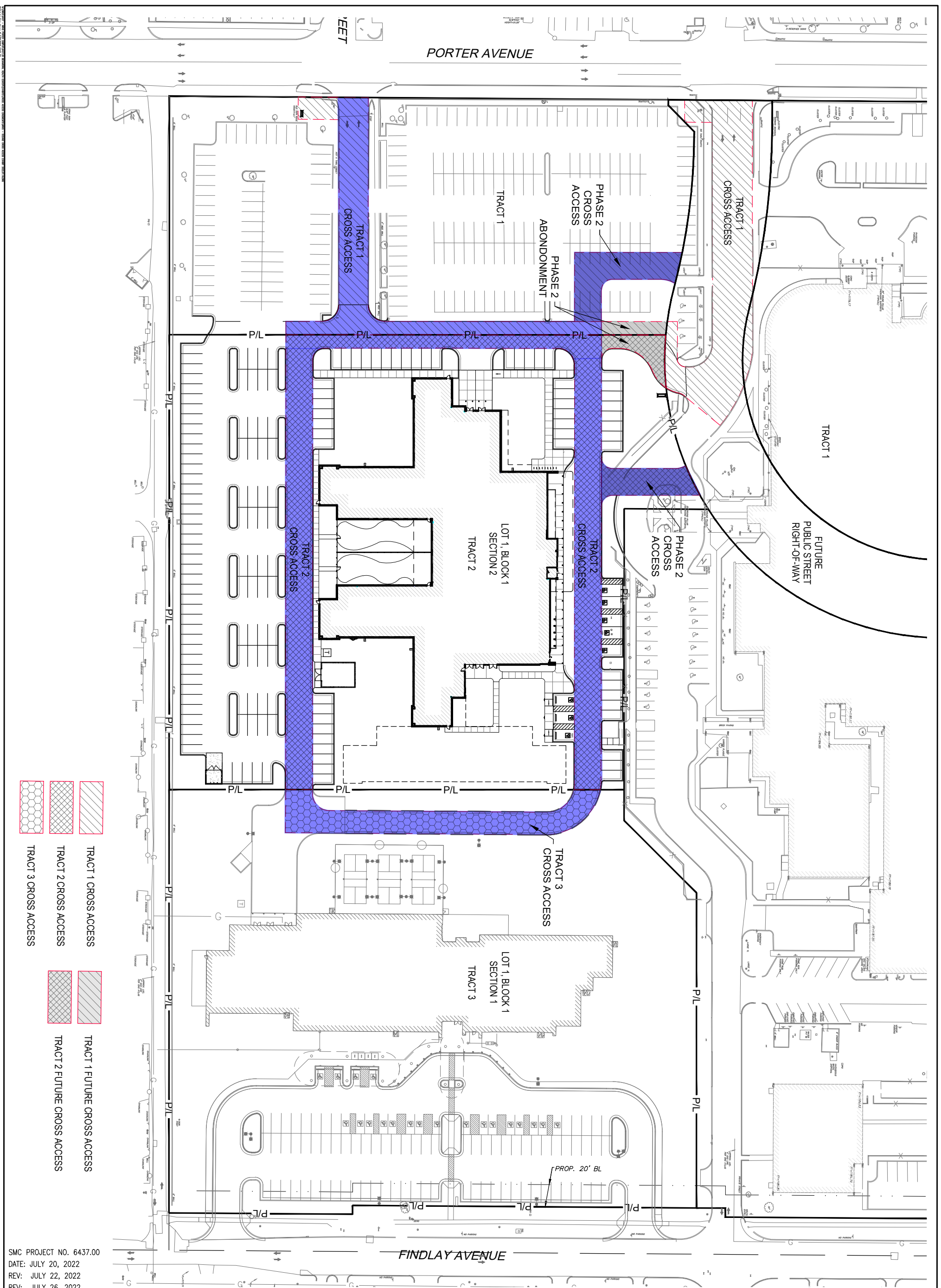
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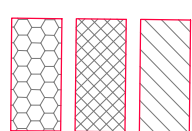
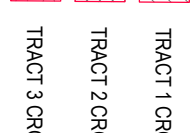
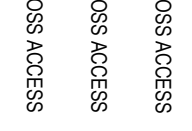
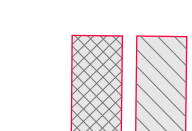
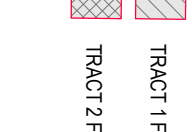


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EXHIBIT F
Phase II Access Exhibit

[exhibit follows this cover page]



-  TRACT 1 CROSS ACCESS
-  TRACT 2 CROSS ACCESS
-  TRACT 3 CROSS ACCESS
-  TRACT 1 FUTURE CROSS ACCESS
-  TRACT 2 FUTURE CROSS ACCESS

SMC PROJECT NO. 6437.00
 DATE: JULY 20, 2022
 REV: JULY 22, 2022
 REV: JULY 26, 2022


SMC
 SMC Consulting Engineers, P.C.
 815 West Main - Oklahoma City, OK 73106
 PH: 405-232-7715 Fax: 405-232-7859

CROSS ACCESS

EXHIBIT F

NORMAN REGIONAL
 HEALTH SYSTEM
 PORTER CAMPUS
 NORMAN, OK

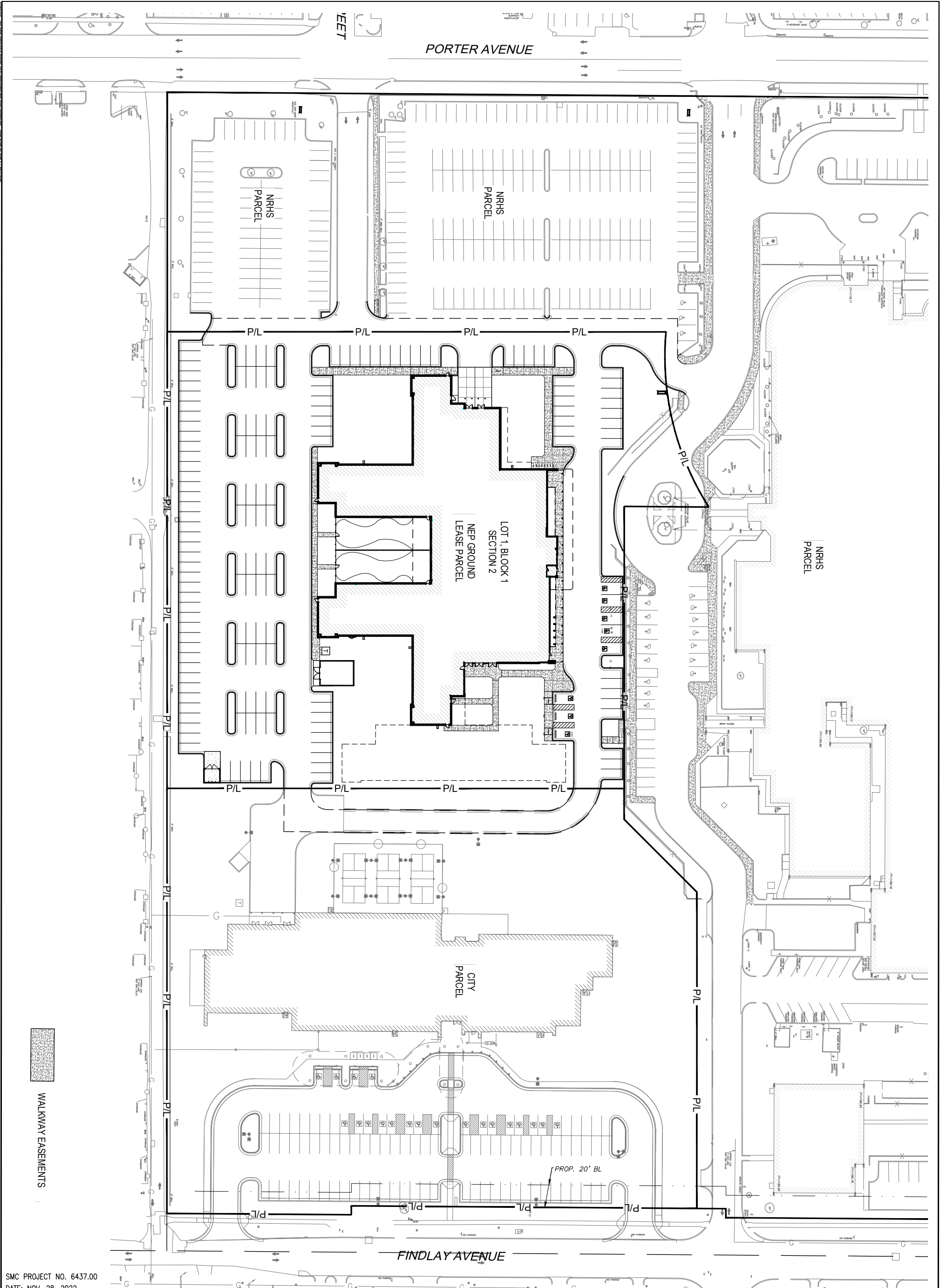
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EXHIBIT G-1
Depiction of Walkways

[exhibit follows this cover page]



SMC PROJECT NO. 6437.00
 DATE: NOV. 28, 2022

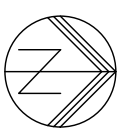
SMC
 SMC Consulting Engineers, P.C.
 815 West Main - Oklahoma City, OK 73106
 PH: 405-232-7715 Fax: 405-232-7859

OCEANS NORMAN
 NRHS PORTER HEALTH VILLAGE
 NORMAN, OK

EXHIBIT G-1

REA
 WALKWAY EASEMENTS
 PHASE I

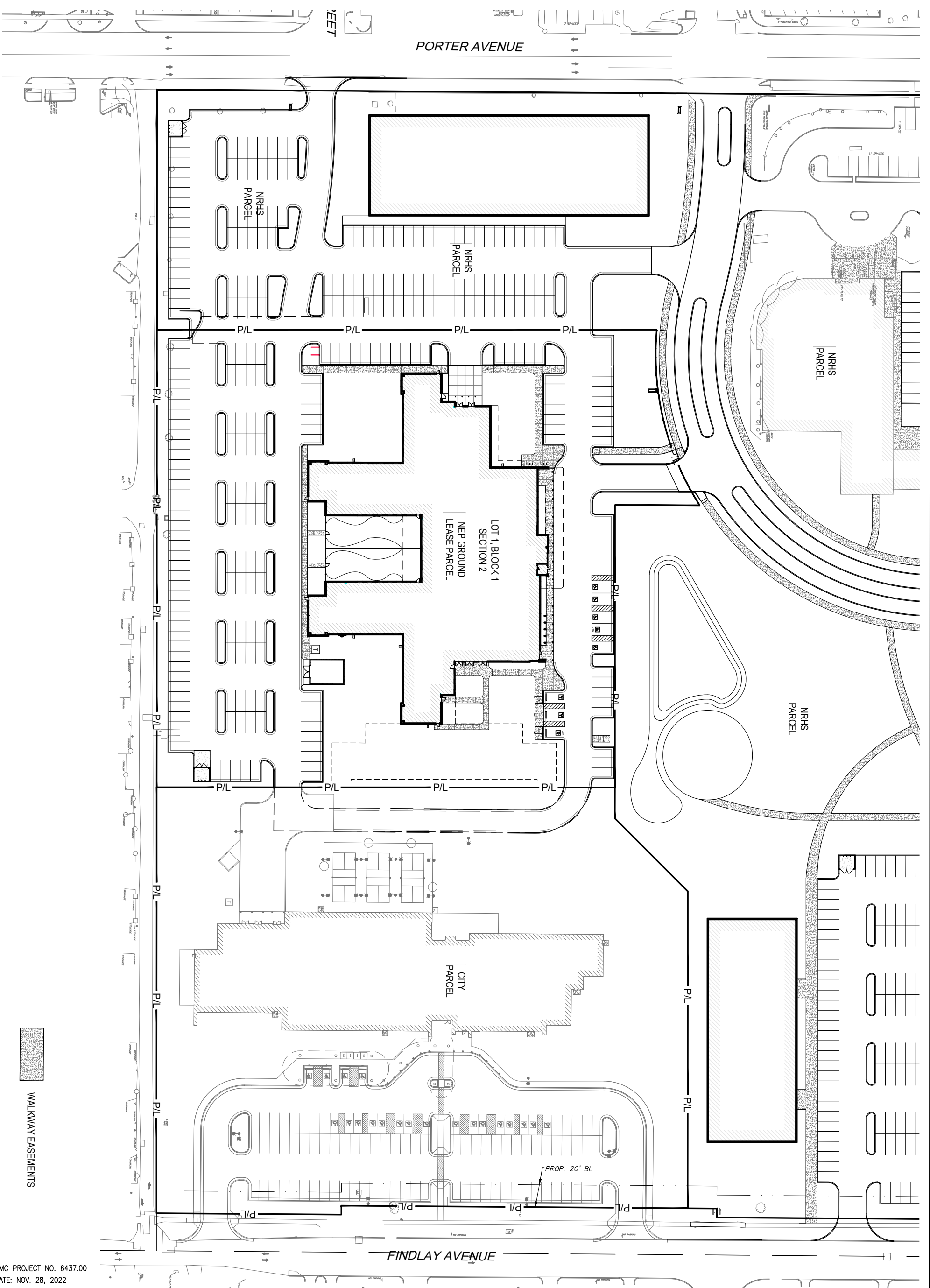
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EXHIBIT G-2
Depiction of Walkways for Phase II

[exhibit follows this cover page]



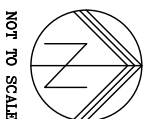
SMC PROJECT NO. 6437.00
 DATE: NOV. 28, 2022
 REV: AUG. 21, 2023

SMC
 SMC Consulting Engineers, P.C.
 815 West Main - Oklahoma City, OK 73106
 PH: 405-232-7715 Fax: 405-232-7859

OCEANS NORMAN
 NRHS PORTER HEALTH VILLAGE
 NORMAN, OK

EXHIBIT G-2

REA
 WALKWAY EASEMENTS
 PHASE II

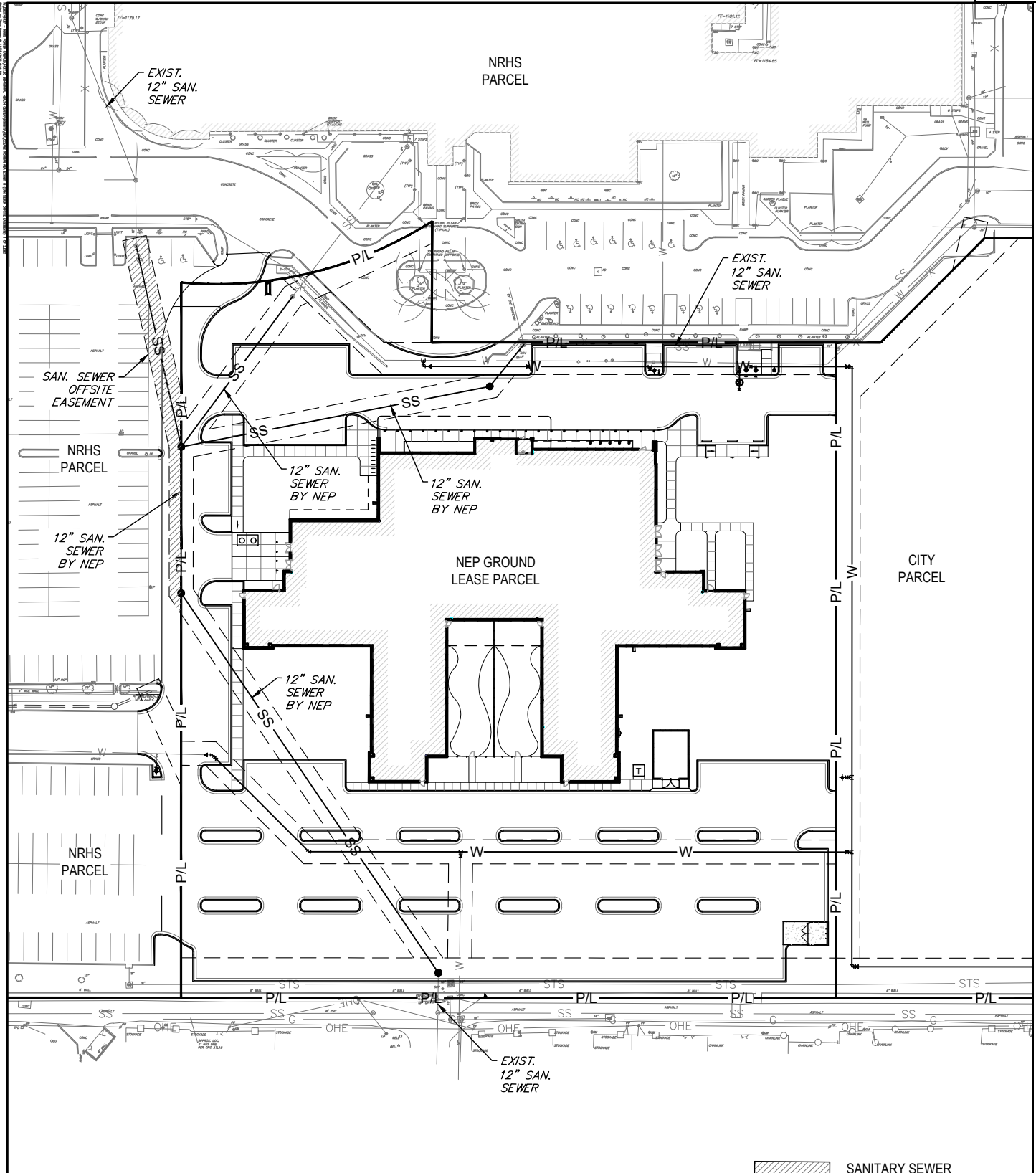


NOT TO SCALE

FOR CONSULTING ENGINEERS, P.C.
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EXHIBIT H
Utility Facilities

[[two (2)] page exhibit follows this cover page]




SMC PROJECT NO. 06437.20
 DATE: NOVEMBER 28, 2022

 SANITARY SEWER OFFSITE EASEMENTS

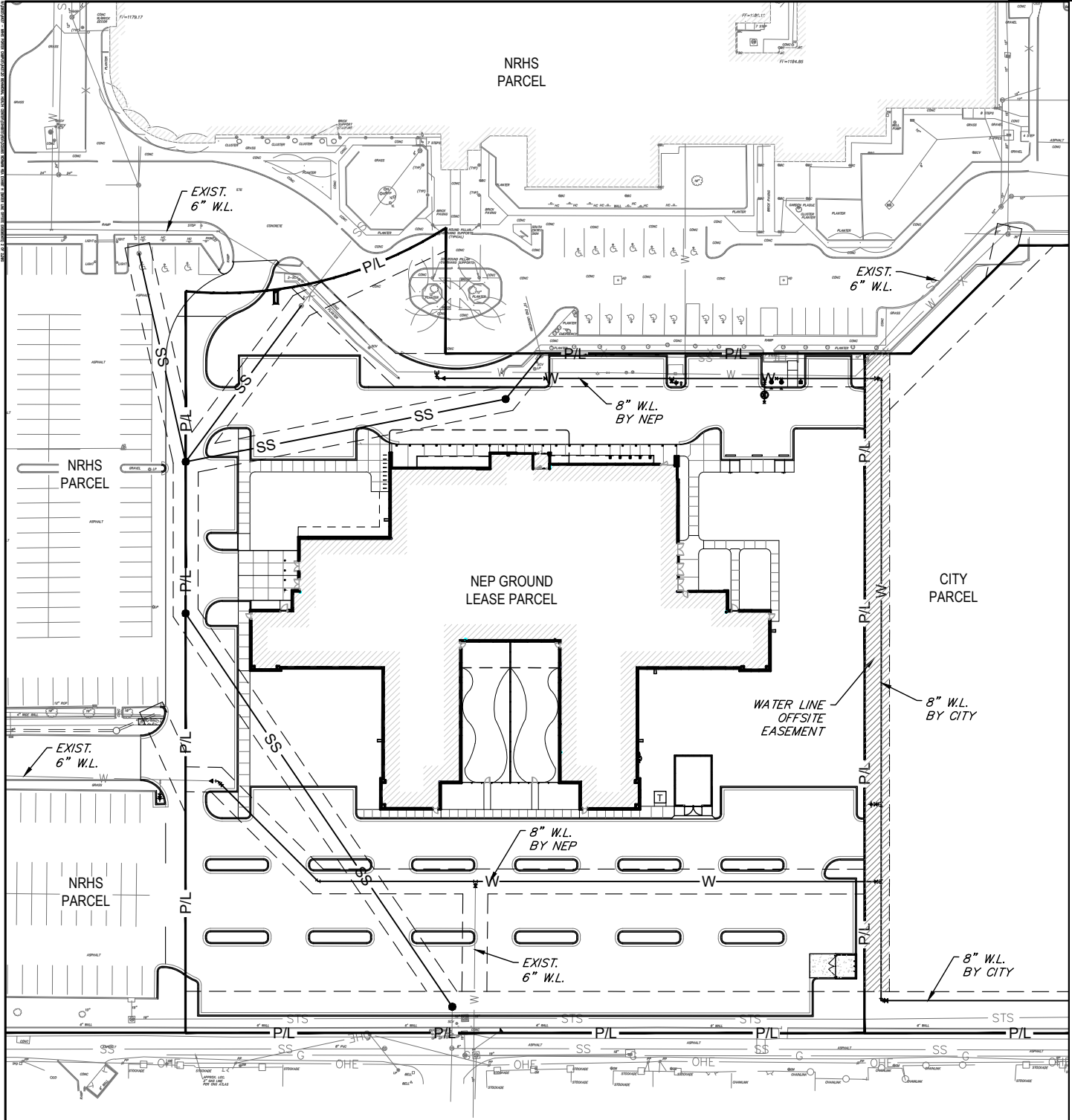
SMC
 SMC Consulting Engineers, P.C.
 815 West Main - Oklahoma City, OK 73106
 PH: 405-232-7715 Fax: 405-232-7859


OCEANS NORMAN
 NRHS PORTER HEALTH VILLAGE
 NORMAN, OKLAHOMA

REA
 EXHIBIT H
 (1 OF 2)


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 WATER LINE OFFSITE EASEMENTS

SMC PROJECT NO. 06437.20
DATE: NOVEMBER 28, 2022

SMC
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815 West Main - Oklahoma City, OK 73106
PH: 405-232-7715 Fax: 405-232-7859

OCEANS NORMAN
NRHS PORTER HEALTH VILLAGE
NORMAN, OKLAHOMA

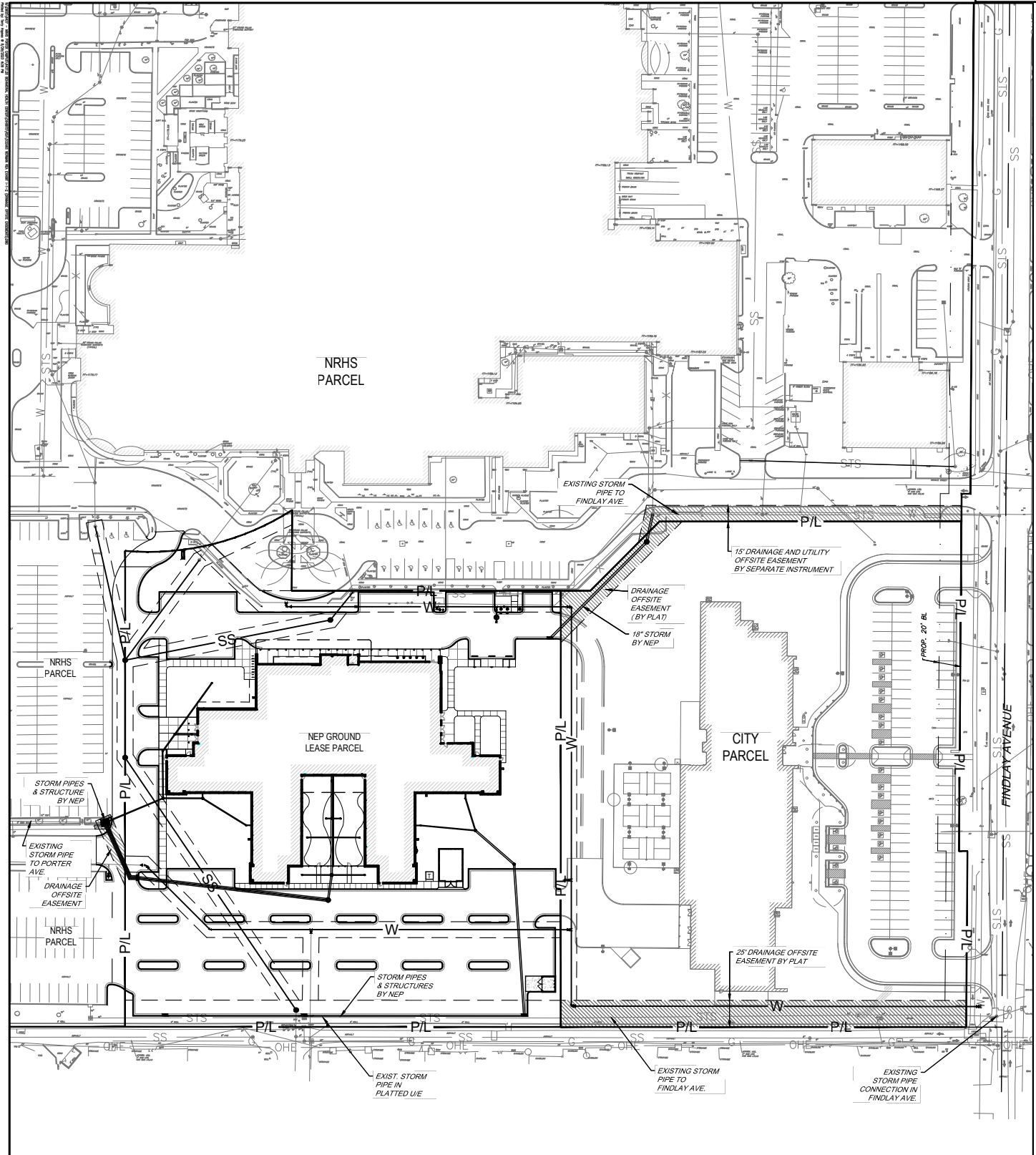
REA
EXHIBIT H
(2 OF 2)


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EXHIBIT I-1
Map Depicting the Storm Water Drainage Facilities

[exhibit follows this cover page]




 DRAINAGE OFFSITE EASEMENTS

SMC PROJECT NO. 06437.20
 DATE: NOVEMBER 28, 2022
 REV: AUGUST 16, 2023; AUGUST 29, 2023

SMC
 SMC Consulting Engineers, P.C.
 815 West Main - Oklahoma City, OK 73106
 PH: 405-232-7715 Fax: 405-232-7859

OCEANS NORMAN
 NRHS PORTER HEALTH VILLAGE
 NORMAN, OKLAHOMA

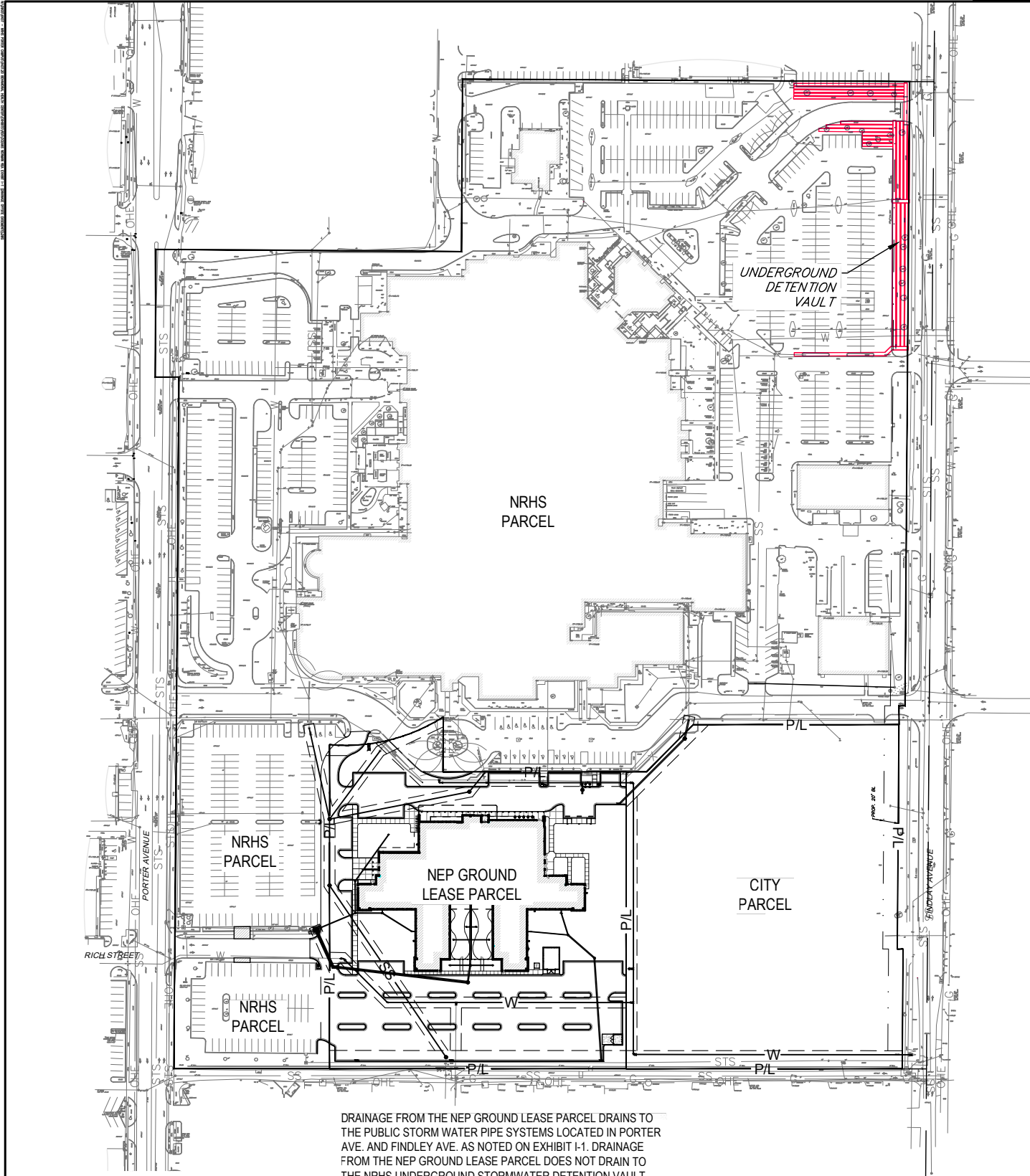
REA
 EXHIBIT I-1


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EXHIBIT I-2
Map Depicting the Stormwater Detention Vault

[exhibit follows this cover page]



DRAINAGE FROM THE NEP GROUND LEASE PARCEL DRAINS TO THE PUBLIC STORM WATER PIPE SYSTEMS LOCATED IN PORTER AVE. AND FINDLEY AVE. AS NOTED ON EXHIBIT I-1. DRAINAGE FROM THE NEP GROUND LEASE PARCEL DOES NOT DRAIN TO THE NRHS UNDERGROUND STORMWATER DETENTION VAULT LOCATED AT THE NORTHEAST CORNER OF THE NRHS PARCEL.


SMC PROJECT NO. 06437.20
DATE: NOVEMBER 30, 2022

SMC
SMC Consulting Engineers, P.C.
815 West Main - Oklahoma City, OK 73106
PH: 405-232-7715 Fax: 405-232-7859

OCEANS NORMAN
NRHS PORTER HEALTH VILLAGE
NORMAN, OKLAHOMA

REA
EXHIBIT I-2

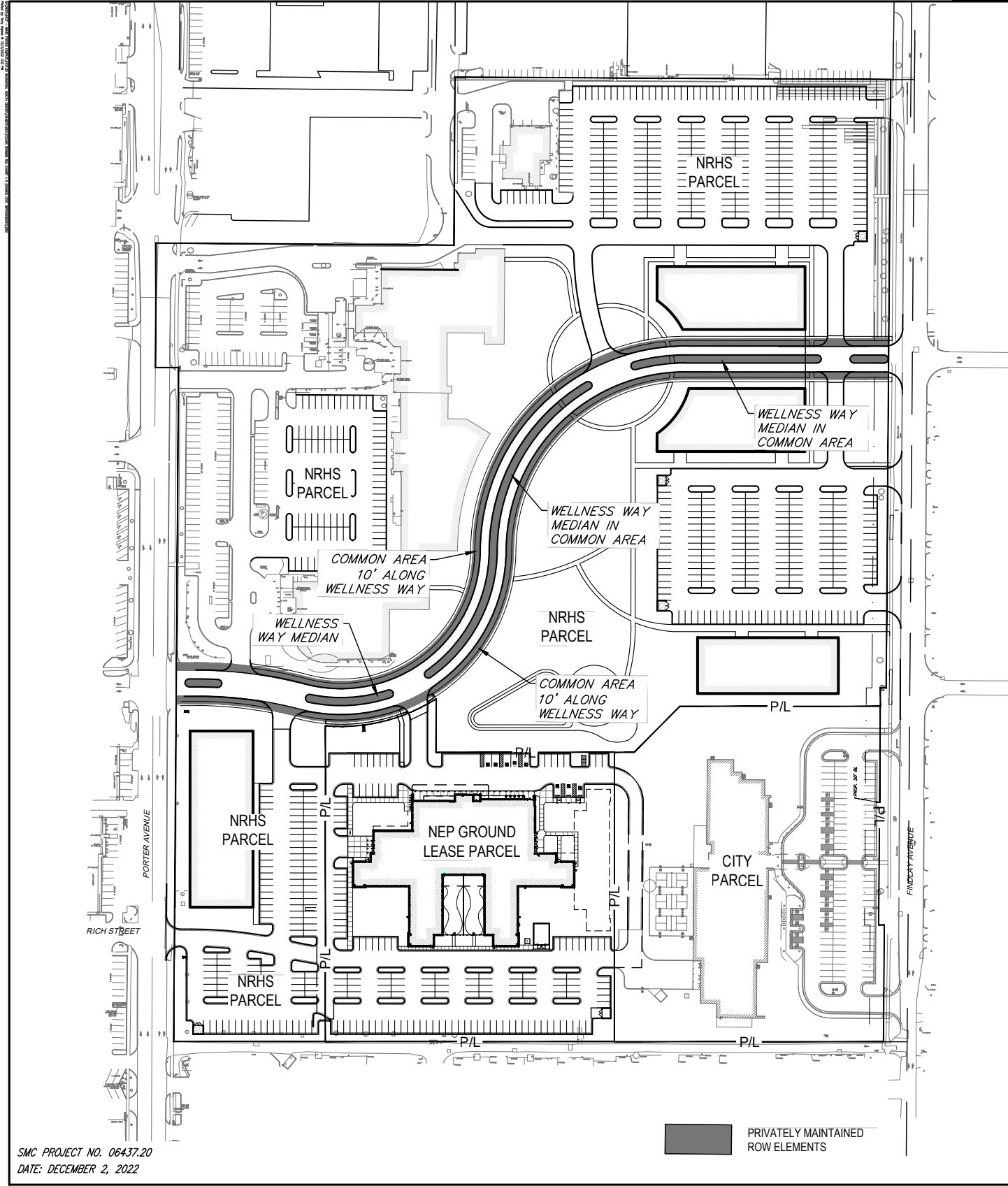
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EXHIBIT I-3
Wellness Way

[exhibit follows this cover page]



SMC PROJECT NO. 06437.20
 DATE: DECEMBER 2, 2022

 PRIVATELY MAINTAINED ROW ELEMENTS

SMC
 SMC Consulting Engineers, P.C.
 815 West Main - Oklahoma City, OK 73106
 PH: 405-232-7715 Fax: 405-232-7859

OCEANS NORMAN
 NRHS PORTER HEALTH VILLAGE
 NORMAN, OKLAHOMA

REA
 EXHIBIT I-3


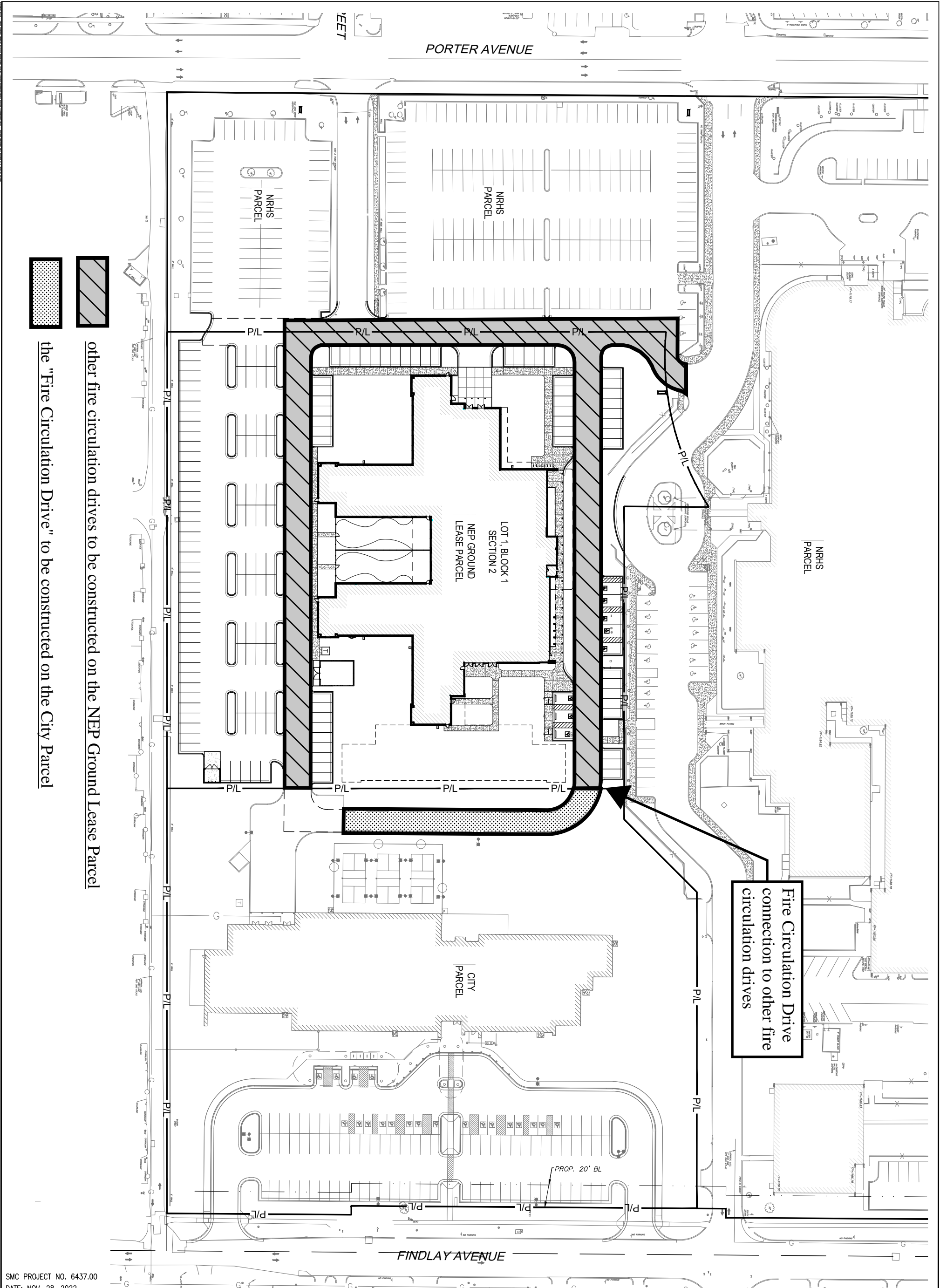

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EXHIBIT J
Fire Circulation Drive

[exhibit follows this cover page]



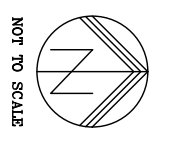
SMC PROJECT NO. 6437.00
 DATE: NOV. 28, 2022

SMC
 SMC Consulting Engineers, P.C.
 815 West Main - Oklahoma City, OK 73106
 PH: 405-232-7715 Fax: 405-232-7859

OCEANS NORMAN
 NRHS PORTER HEALTH VILLAGE
 NORMAN, OK

EXHIBIT J

REA
 Fire Circulation Drive

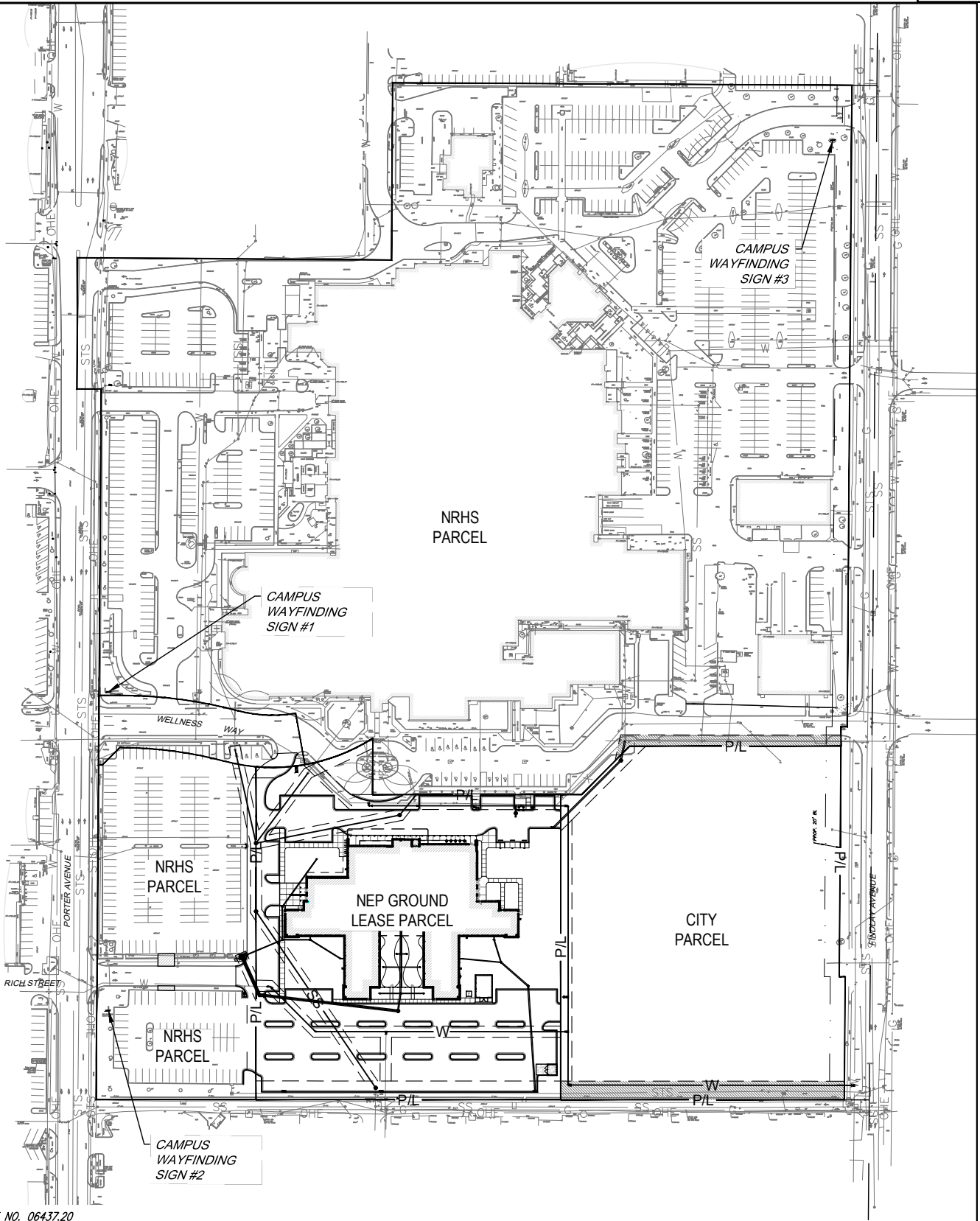


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EXHIBIT K-1
Campus Wayfinding Signage Locations

[exhibit follows this cover page]




SMC PROJECT NO. 06437.20
 DATE: SEPTEMBER 27, 2023

SMC
 SMC Consulting Engineers, P.C.
 815 West Main - Oklahoma City, OK 73106
 PH: 405-232-7715 Fax: 405-232-7859

OCEANS NORMAN
 NRHS PORTER HEALTH VILLAGE
 NORMAN, OKLAHOMA

REA
 EXHIBIT K-1
 CAMPUS WAYFINDING
 SIGNAGE LOCATIONS



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EXHIBIT K-2
Initial Campus Wayfinding Sign Designs

[exhibit follows this cover page]

1

Porter
Health Village

Behavioral Health Center
Porter Health Village

↑ EMERGENCY

→ Cancer Management

⇒ Education Center

901 N. Portor Ave.
Norman OK 73071

2

Porter
Health Village

Behavioral Health Center
Porter Health Village

←

↑

↑

←

←

←

901 N. Portor Ave.
Norman OK 73071

3

Porter
Health Village

Behavioral Health Center
Porter Health Village

→ Northeast Entry

↑ Cancer Management

↑ South Entry

→ Oncology

→ Outpatient Services

→ Registration

901 N. Portor Ave.
Norman OK 73071

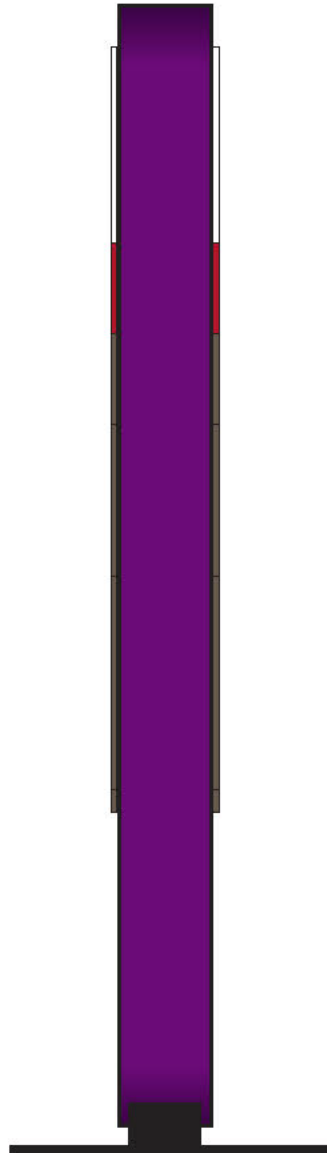
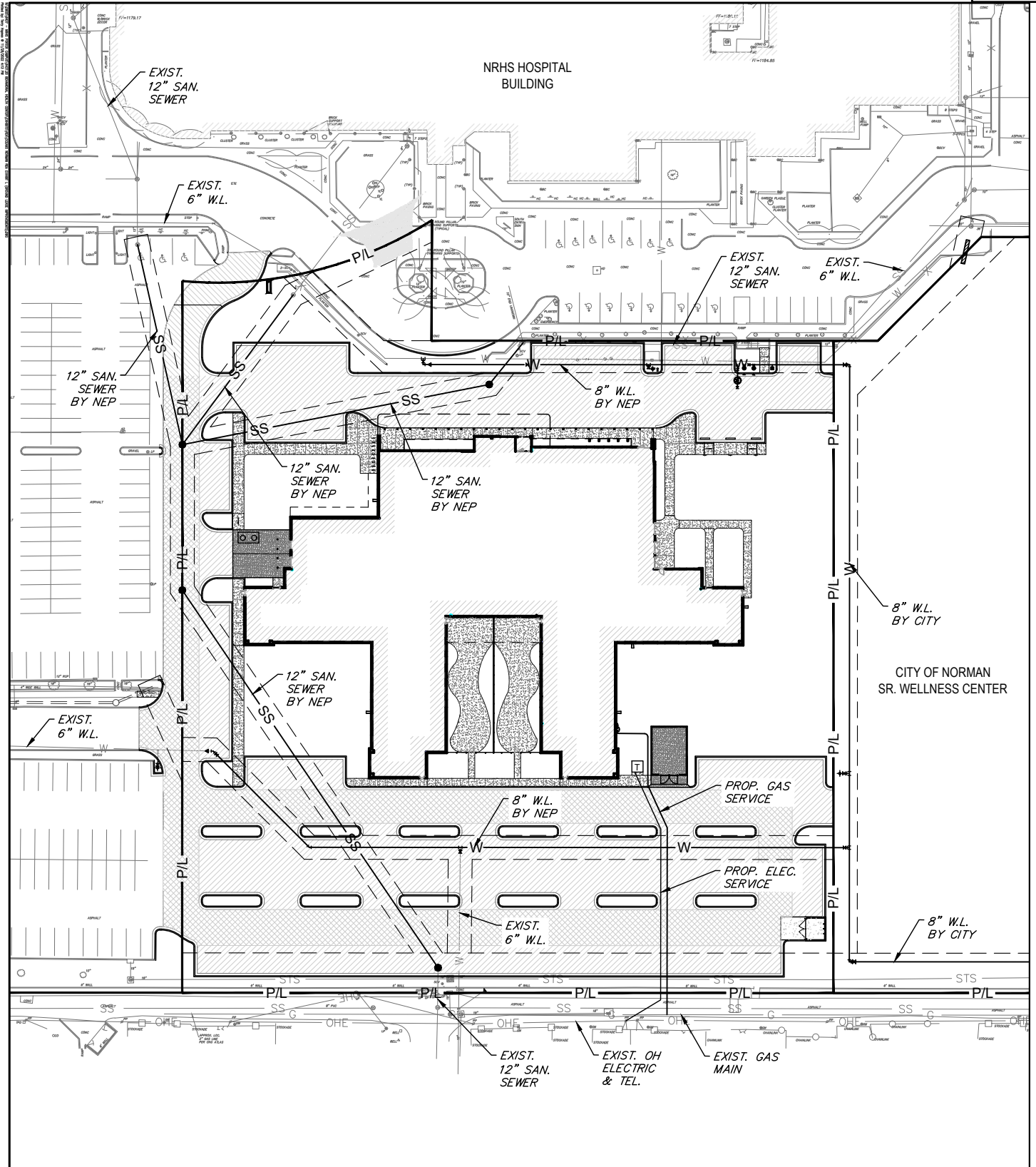


EXHIBIT L
NRHS-Approved NEP Ground Lease Parcel Improvements

[exhibit follows this cover page]




SMC PROJECT NO. 06437.20
 DATE: NOVEMBER 22, 2022

SMC
 SMC Consulting Engineers, P.C.
 815 West Main - Oklahoma City, OK 73106
 PH: 405-232-7715 Fax: 405-232-7859

OCEANS NORMAN
 NRHS PORTER HEALTH VILLAGE
 NORMAN, OKLAHOMA

REA - EXHIBIT L
 GROUND LEASE
 IMPROVEMENTS


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EXHIBIT M
Campus Rules

1. **Purpose.** The purpose of these Campus Rules is not to anticipate all acceptable or unacceptable behavior in advance and eliminate all improvements or activities that fall outside of “the norm.” In fact, it is expressly intended that the Founder have discretion to approve or disapprove items, or to enforce or not enforce technical violations of the Rules, based on aesthetic or other considerations consistent with the REA and other established guidelines. The exercise of discretion in approving or enforcement shall not be construed as a waiver of approved or enforcement rights, nor shall it preclude the Founder from taking enforcement action in any appropriate circumstances.

2. **Restricted Activities and Conditions.** Unless expressly authorized by, and then subject to such conditions as may be imposed by the Founder, the following activities or conditions shall not be (i) undertaken or caused anywhere on the Campus by any Owner or occupant of any Parcel within the Campus or by its tenants, employees, customers, or invitees, (ii) permitted or invited to occur or continue on any Parcel by the Owner or occupant of such Parcel; except (x) to the extent undertaken by or authorized by the Founder in the course of development of the Campus, or (y) to the extent such activities occur on a parcel subject to public ownership and may be reasonably construed as subject to the protections of the First Amendment to the United States Constitution and any equivalent protections under the laws of the state of Oklahoma:

(a) Soliciting, posting of handbills, posters, flyers, or leaflets, or distribution of commercial or advertising materials;

(b) Outdoor use of amplified sound or speakers, excepting authorized public events (subject to applicable government regulations);

(c) Parking of commercial equipment, trucks, trailers, or delivery vehicles on public streets or thoroughfares or areas subject to the Drive Lane Easements; provided, however, that construction, service, and delivery vehicles shall be exempt from this provision during normal business hours for such period of time as is reasonably necessary to provide service or to make a delivery to an Owner or other permitted occupant of a Parcel.

(d) Outdoor overnight parking of commercial vehicles, trailers, construction equipment, or other any vehicles other than passenger automobiles in any part of the Campus; provided, however, that an Owner or permitted occupant of a Parcel may, subject to all applicable laws and ordinances, permit overnight parking in the parking areas of a Parcel in the case of (i) any commercial vehicles or trailers used in connection with the business or operations conducted by such Owner or occupant on the Parcel, or (ii) vehicles or trailers used in connection with construction activities approved under the Agreement

(e) Raising, breeding, or keeping animals for any commercial purpose, or bringing animals onto the Campus other than (i) therapy animals in connection with the medical services provided by the Owner or occupant, or (ii) service animals trained to provide assistance to a person with a disability. Any permitted animals that are allowed to roam free or that, in the Founder's determination, make noise that disturbs the peace on any other Parcel, endanger the health and safety of other Owners or users of the Campus, or constitute a nuisance shall be removed at the Founder's request.

(f) Any activity that emits foul or obnoxious odors, hazardous fumes, or other pollutants outside an Owner's Parcel or creates noise, vibration, shock, heat, glare, or other conditions that tend to disturb the peace or threaten the safety of Owners or occupants of other Parcels or persons using the public street within the Campus;

(g) Any activity that violates local, state, or federal laws or regulations; however, the Founder shall have no obligation to take enforcement action in the event of a violation;

(h) Creating, or allowing to continue, any unsanitary, unclean, rusty, or dilapidated condition to arise or continue with respect to any equipment or the exterior portions of any improvement on a Parcel.

(i) Outside burning of trash, leaves, debris, or other materials;

(j) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be reasonably likely to disturb the peace on other Parcels, except alarm devices used exclusively for security purposes or use in the course of authorized public events (subject to applicable governmental regulations);

(k) Accumulation of rubbish, trash, or garbage except between regular garbage pickups, and then only in approved containers;

(l) Discharge of firearms in violation of applicable law, including Norman Municipal Code 24-402 and Oklahoma law; provided, the Founder shall have no obligation to take action to prevent or stop such discharge;

(m) Use of revolving, rotating, or other moving light beams specifically designed and intended to project light beams beyond the boundaries of the Parcel;

(n) Posting or placement of any banners, signs, or other form of advertising on or adjacent to a Parcel or on the rights-of-way of public streets (in compliance with applicable governmental regulations) within the Campus, excepting, however, materials approved pursuant to the Minimum Design Guidelines then in effect under the Agreement and as required by applicable City signage regulations; provided that this provision shall not prohibit parking on a Parcel of service or delivery vehicles with commercial lettering and logos of the size and kind customarily used in the type of business conducted by the Owner or occupant from such Parcel, provided that such vehicle

is primarily used to make deliveries **or** provide service to customers (i.e., not as a substitute for, or to avoid the requirement of approval for, signs) and the total area of such advertising does not exceed 6 square feet on any side of the vehicle;

(o) Outdoor storage of equipment or inventory, or use of any trailer, portable storage unit, or temporary structure for storage of equipment or inventory;

(p) Any modification of any thing, permanently, on the outside portions of the improvements on a Parcel, except in strict compliance with the applicable laws and regulations and Design Guidelines then in effect under the Agreement; **except** that:

(i) An antenna designed to receive direct broadcast satellite services, including direct-to-home or direct-to-business satellite services, that is one meter or less in diameter; or

(ii) an antenna designed to receive video programming services via multipoint distribution services, including multi-channel multi-point distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(iii) an antenna that is designed to receive television broadcast signals;

(collectively, “**Permitted Antennas**”) shall be permitted on Parcels, subject to such reasonable requirements as to location and screening that may be set forth in the Design Guidelines, consistent with applicable law, to minimize obtrusiveness as viewed from public streets and other portions of the Campus.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

“NRHS”

NORMAN REGIONAL HOSPITAL AUTHORITY,
an Oklahoma Public Trust, d/b/a Norman Regional Health System

By: *Richie Splitt*
Name: Richie Splitt
Title: President and Chief Executive Officer

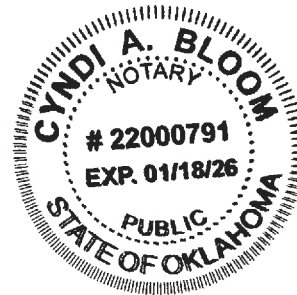
STATE OF OKLAHOMA)
COUNTY OF CLEVELAND)

Before me, the undersigned, a Notary Public in and for said County and State, on this 29th day of September, 2023, personally appeared **RICHIE SPLITT**, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that **RICHIE SPLITT** executed the same as the **PRESIDENT AND CHIEF EXECUTIVE OFFICER** of **NORMAN REGIONAL HOSPITAL AUTHORITY, an Oklahoma public trust, d/b/a Norman Regional Health System**, as free and voluntary act and deed of such **Oklahoma public trust**, for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Notary Public: *Cyndi A Bloom*

My Commission Expires: 01-18-2026



“NEP GROUND LESSEE”

NEP Norman, LP

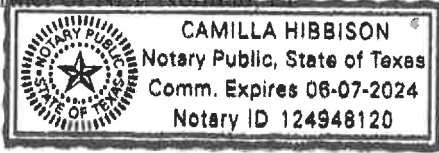
By: NEP Norman GP, LLC, its General Partner

By: New Era Companies, LLC, its Manager

By: 
Daryn Eudaly, Manager

STATE OF Texas)
COUNTY OF Tarrant) ss.

This instrument was acknowledged before me on September 27th, 2023 by Daryn Eudaly, as Manager of New Era Companies, LLC, the Manager of NEP Norman GP, LLC, the General Partner of NEP Norman, LP.

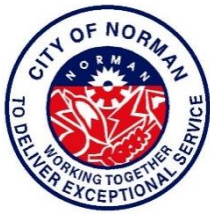



Notary Public

My commission number is 124948120
and my commission expires 06-07-2024

File Attachments for Item:

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-68: A COMPENSATION AGREEMENT BETWEEN THE CITY OF NORMAN AND NEP NORMAN, LP, FOR NEP'S REIMBURSEMENT OF COSTS FOR THE CITY'S CONSTRUCTION OF A FIRE CIRCULATION DRIVE ON THE ADULT WELLNESS AND EDUCATION CENTER PROPERTY TO BE JOINTLY UTILIZED BY NEP AND THE CITY PURSUANT TO FURTHER AGREEMENT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/10/2023

REQUESTER: Jason Olsen, Director of Parks & Recreation

PRESENTER: Elisabeth Muckala, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-68: A COMPENSATION AGREEMENT BETWEEN THE CITY OF NORMAN AND NEP NORMAN, LP, FOR NEP'S REIMBURSEMENT OF COSTS FOR THE CITY'S CONSTRUCTION OF A FIRE CIRCULATION DRIVE ON THE ADULT WELLNESS AND EDUCATION CENTER PROPERTY TO BE JOINTLY UTILIZED BY NEP AND THE CITY PURSUANT TO FURTHER AGREEMENT.

BACKGROUND:

In October 2015, Norman citizens passed the NORMAN FORWARD initiative, funding various quality-of-life projects through a one-half percent (½%) sales tax increase over 15 years. The NORMAN FORWARD Initiative included authorization for a project to construct a new Senior Citizen's Recreation Center. After ongoing community input, the project's scope was expanded into a Senior Wellness Center, later named the Adult Wellness and Education Center (AWE).

The AWE will be located on City-owned land on the southeast corner of Norman Regional Health System's (NRHS) Porter Wellness Village, off North Findlay Avenue. The new AWE will include an indoor, heated saltwater pool with lap swimming, water walking, and hydrotherapy seating; an indoor walking track and training space; a fitness classroom area; lounge and game rooms; both wet and dry craft areas; a small prep and demonstration kitchen; and multipurpose rooms that can be used for eating, events, classes, theatrical plays, games, and much more.

The AWE was authorized in the NORMAN FORWARD initiative in 2015 but was unfunded at that time. The AWE was later funded through two Council actions: re-allocation of Norman Forward funds through securing the Griffin Parkland with a long-term land lease instead of a land purchase (\$7.4 million); an allocation of \$4.8 million from federal Coronavirus Aid, Relief & Economic Security (CARES) Act reimbursements (Resolution R-2021-63); and a land exchange with the Norman Regional Hospital System where the City received \$426,000 in cash and what was then appraised for \$1.2 million in property (718 N. Porter) for a total of a \$14 million budget for construction and design. On December 13, 2022, the Council appropriated \$1.2 million in General Fund balance to up-front the anticipated revenue from the sale of the 718 N. Porter property. The sale proceeds have not been reimbursed to the General Fund; effectively the General Fund has contributed \$1.2 million to the AWE project.

Oklahoma City architectural and engineering (A/E) firm Frankfurt, Short, Bruza (FSB) was selected as the A/E consultant for this project in March 2018. FSB has completed the project's schematic design and construction documents and is assisting with construction administration through the project's completion. The AWE project is scheduled to open in late Fall of this year; final furniture, fixture, and equipment purchases are being made.

The property on which the AWE project is located is directly adjacent, to the east, of property owned by the Norman Regional Hospital Authority d/b/a Norman Regional Health System ("NRHS") and subject to a long-term lease by NRHS to NEP Norman, LP ("NEP Parcel"). As a long-term ground lessee, NEP has constructed the structure on the NEP Parcel and coordinated with the City of Norman regarding the construction of a fire circulation drive for the joint use and benefit of the City Parcel and NEP Parcel. The terms of the agreed access are set forth separately in that certain Reciprocal Easement Agreement ("REA") between NEP, NRHS, and the City and presented as a companion to this item for City Council Consideration as K-2324-84.

DISCUSSION:

Unlike the REA, this Compensation Agreement is only entered into between the City of Norman and NEP. The Agreement provides that NEP is responsible to pay fifty percent (50%) of the construction cost associated with the portion of the Fire Circulation Drive that sits on the City Parcel. Construction of the Fire Circulation Drive on the City Parcel is complete, and the parties have agreed that NEP's share under this Agreement is \$37,609.76.

This expense, as well as the City's use of the portion of the Fire Circulation Drive located on the NEP Parcel, is the consideration provided by NEP in exchange for the City's accommodation of the drive on the City Parcel for NEP's use in compliance with the terms of the REA. City Staff has evaluated this exchange and finds the compensation to be fair and equitable, and the overall agreement of access is ultimately beneficial to the City.

The approval of the Compensation Agreement, K-2324-68, is contingent upon the concurrent approval the REA, K-2324-84. In turn, approval of the REA requires the City's concurrent acceptance of Easement E-2324-26, a drainage and utility easement from NRHS to the City of Norman ("NRHS Easement"). The Compensation Agreement, the REA, and the NRHS Easement are thus presented together as companion items for the City Council's consideration.

Upon approval of this Agreement by City Council and complete execution by all parties, \$37,609.76 is immediately available for deposit in revenue account Reimbursements-Refunds-Miscellaneous General (Account No. 109-365251) by the City, in complete satisfaction of NEP's obligations hereunder.

RECOMMENDATION:

City Staff recommends approval of K-2324-68 and its companion items, K-2324-84 and E-2324-26.

COMPENSATION AGREEMENT
(NEP NORMAN, LP – NORMAN REGIONAL PORTER CAMPUS)

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between the City of Norman, a municipal corporation (hereinafter “City”), and NEP Norman, LP, a Texas Limited Partnership authorized to do business in the State of Oklahoma (hereinafter “NEP”) with reference to the following:

RECITALS:

WHEREAS, City and NEP have agreed, or shortly following the execution hereof will agree, to reciprocal access as set forth in that certain Reciprocal Easement Agreement (Porter Avenue Campus) (hereinafter “REA”) between City, NEP and Norman Regional Hospital Authority, an Oklahoma public trust d/b/a Norman Regional Health System (hereinafter “NRHS”) regarding the Fire Circulation Drive identified, described and set forth therein, including, without limitation, as set forth in Exhibit J attached thereto, such Exhibit J also being attached hereto as Exhibit A;

WHEREAS, NEP has a Ground Lease for use of the NEP Ground Lease Parcel, which is directly adjacent to the City Parcel, as those parcels are identified in the REA;

WHEREAS, the City has constructed and installed the Fire Circulation Drive in a manner conforming to the mutual agreement of City and NEP, as set forth in Exhibit A hereto;

AND WHEREAS, the parties enter into this Compensation Agreement in order to set forth the terms of NEP’s compensation to the City for the aforementioned construction of the Fire Circulation Drive.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt of which are hereby acknowledged, and as reflected in the attached exhibits, the parties hereby agree as follows:

1. **The Consent and Easement Agreement.** Subject to NEP and City’s approval and execution of the REA, and in exchange for the good and valuable consideration described herein, receipt of which is acknowledged by NEP, NEP shall immediately bear and pay fifty percent (50%) of the total Cost of constructing the Fire Circulation Drive on the City Parcel, including all Change Orders and any savings ultimately achieved during the construction. Final cost information has been provided to NEP by the City and the parties agree that fifty percent (50%) of the total cost, and the amount owed immediately by NEP is: **THIRTY-SEVEN THOUSAND SIX HUNDRED NINE AND 76/100 DOLLARS (\$37,609.76)**, and upon NEP’s payment of such sum, NEP shall be relieved of any further obligation to contribute to the Cost of constructing the Fire Circulation Drive.

- 2. **Advice of Counsel.** The parties represent that they have or could have been fully advised by independent legal counsel with respect to the legal effect of the terms of this Compensation Agreement and hereby execute the same with full legal knowledge of the terms, conditions, and covenants herein.
- 3. **Capacity for Agreement.** The parties hereby and represent that its signatory party(ies) are vested with the authority to legally bind each party to the terms of this Agreement.
- 4. **Entire Agreement.** This document represents the entire agreement between the Parties with respect to the cost to construct the Fire Circulation Drive. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning the subject matter of this Compensation Agreement, including all exhibits, are now merged herein.
- 5. **Assignability.** This agreement shall not be assigned, except by written agreement of the other party. The REA, as stated therein, is a covenant running with the land and shall benefit/burden the parties' successors and/or assigns.
- 6. **Survival of Terms.** The terms and conditions of this Agreement will survive the execution and delivery of the conveyances or other rights and interests created by this Agreement.
- 7. **Execution in Counterparts.** This Agreement may be executed in in one or more counterparts, each of which shall be deemed an original for the purposes of this Agreement.

THIS AGREEMENT is effective the date and time first above written.

CITY OF NORMAN, OKLAHOMA,
A municipal corporation

Mayor Larry Heikkila

Attest:

City Clerk

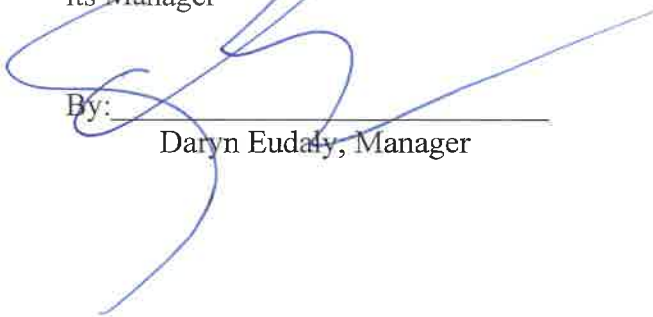
APPROVED as to form and legality this 26 day of September, 2023.


Office of the City Attorney

NEP Norman, LP,
a Texas limited partnership

By: **NEP Norman GP, LLC,**
a Texas limited liability company,
its General Partner

By: **New Era Companies, LLC,**
a Texas limited liability company,
its Manager

By: 

Daryn Eudaly, Manager


Attest:



BRAD McCAFFERTY

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 19th day of September, 2023 by Daryn Eudaly, Manager of New Era Companies in its capacity as the Manager of NEP Norman GP, LLC, in its capacity as the General Partner of NEP Norman, LP, a Texas limited partnership, on behalf of said Partnership



Notary Public in and for the
State of Texas
My commission expires: 06/07/2024

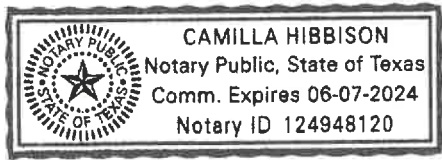
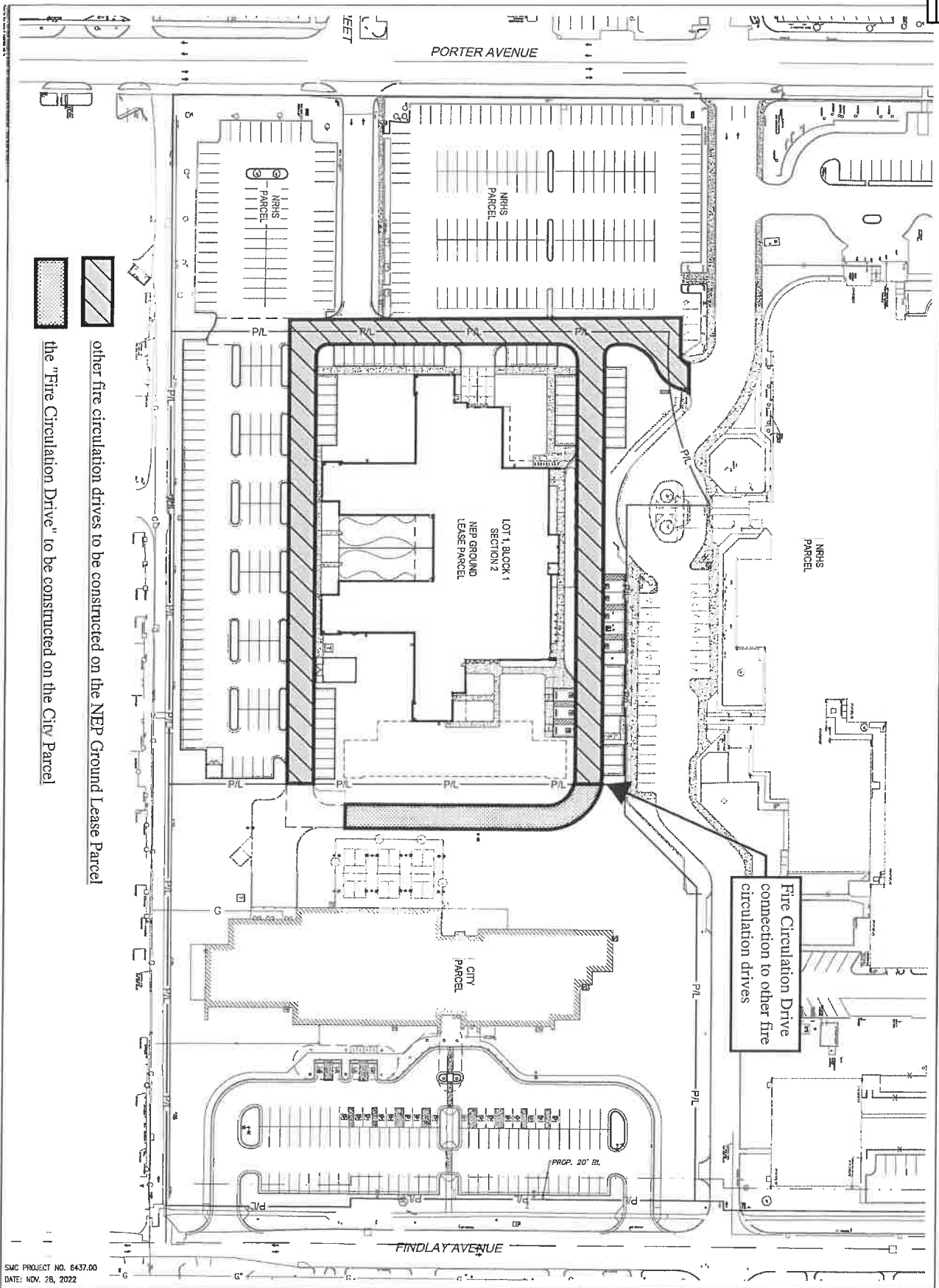


Exhibit "A"

Fire Circulation Drive Exhibit



SMC PROJECT NO. 6437.00
 DATE: NOV. 28, 2022

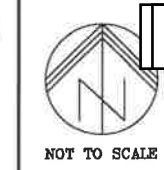
SMC
 SMC Consulting Engineers, P.C.
 815 West Main - Oklahoma City, OK 73109
 PH: 405-232-7715 Fax: 405-232-7859

OCEANS NORMAN
 NRHS PORTER HEALTH VILLAGE
 NORMAN, OK

EXHIBIT A

Fire Circulation Drive

NOT TO SCALE



Item 3.

NOT TO SCALE

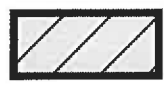
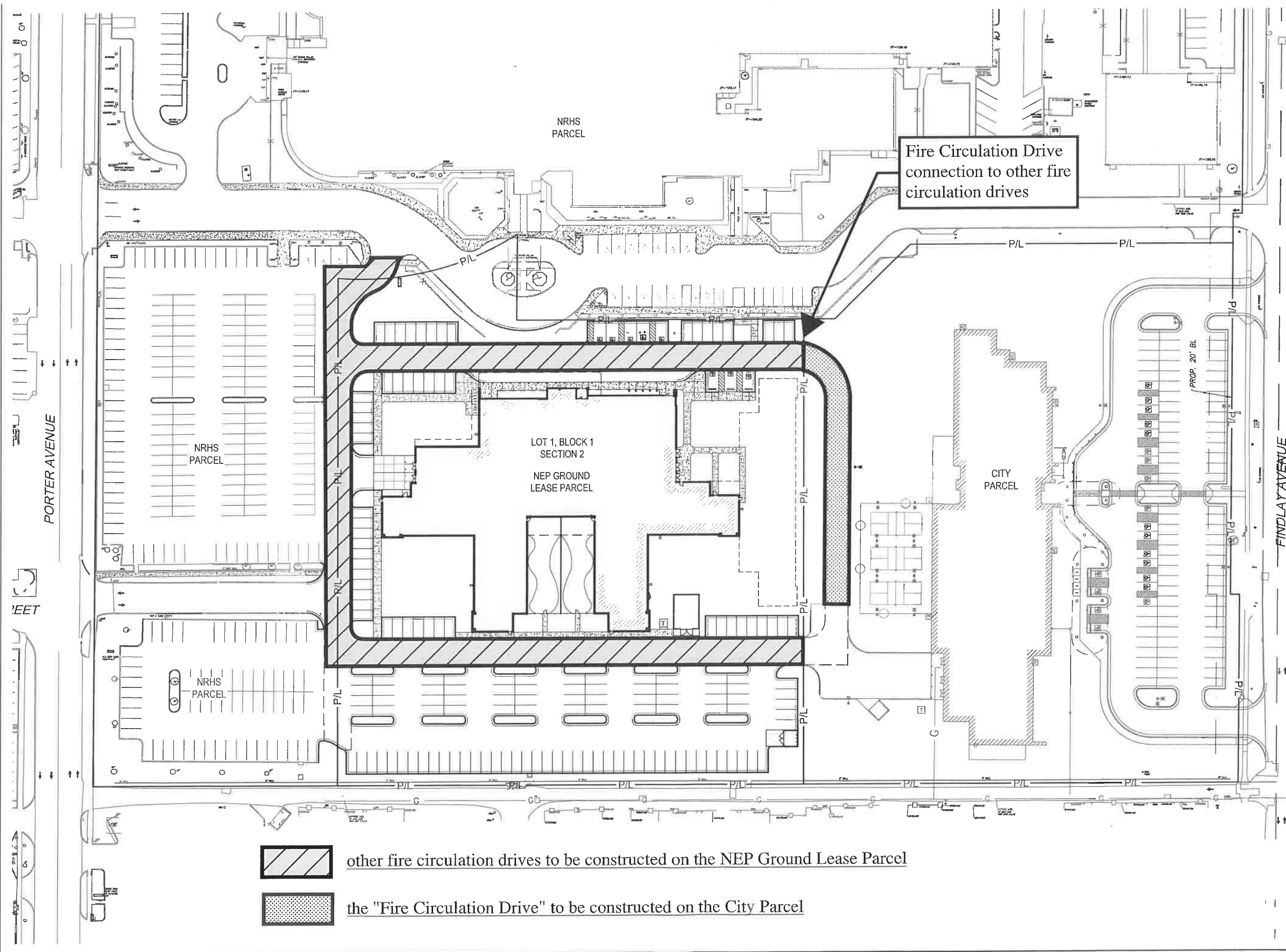
Fire Circulation Drive

EXHIBIT A

OCEANS NORMAN
NRHS PORTER HEALTH VILLAGE
NORMAN, OK

SMC
SMC Consulting Engineers, P.C.
815 West Main - Oklahoma City, OK 73106
PH: 405-232-7715 Fax: 405-232-7859

SMC PROJECT NO. 6437.00
DATE: NOV. 28, 2022



other fire circulation drives to be constructed on the NEP Ground Lease Parcel



the "Fire Circulation Drive" to be constructed on the City Parcel

PORTER AVENUE

FINDLAY AVENUE

LOT 1, BLOCK 1
SECTION 2
NEP GROUND
LEASE PARCEL

NRHS
PARCEL

NRHS
PARCEL

NRHS
PARCEL

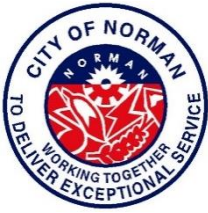
CITY
PARCEL

PROP. 20' BL

FEET

File Attachments for Item:

7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION OF \$25,325 FOR A MURAL TO BE PLACED ON TWO WALLS IN THE NATATORIUM AT THE ADULT WELLNESS AND EDUCATION CENTER, 602 N. FINDLAY AVENUE.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/24/2023

REQUESTER: Veronica Tracy, Recreation Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION OF \$25,325 FOR A MURAL TO BE PLACED ON TWO WALLS IN THE NATATORIUM AT THE ADULT WELLNESS AND EDUCATION CENTER, 602 N. FINDLAY AVENUE.

BACKGROUND: The Norman Arts Council (NAC) Public Arts Committee selection panel led a selection process for mural artists at City facilities. The NAC selection committee recommended retaining two artists and a donation from both the NAC and the Norman Park Foundation combined to cover \$25,325 of the \$30,325 mural at the new Adult Wellness and Education Center.

DISCUSSION: Chapter 12, Section 12-110 states that the City Council must first accept any item donated to the City with a value above \$250. Furthermore, Chapter 2, Section 2-311 states that “the City shall accept all donations of public art, as defined herein, that are made in accordance with article I, section 4 of the Charter. . .” Article I, Section 4 of the City Charter allows that the “City may receive bequests, gifts, and donations of all kinds of property in fee simple or in trust for charitable or public purposes and perform all acts necessary to carry out the purposes of such bequests, gifts, donations or trusts, with power to manage, sell, lease or otherwise dispose of same in accordance with the terms of the bequest, gift, donation, or trust.”

The funding for the mural is coming through three initiatives: the Norman Arts Council (\$8,325), the Norman Park Foundation (\$17,000), and the Norman Forward Senior Wellness project (\$5,000), totaling \$30,325 for this Public Art project.

The proposed mural depicts a colorful outdoor scene with a sky and people enjoying outdoor spaces, adding vibrancy and energy to the space.

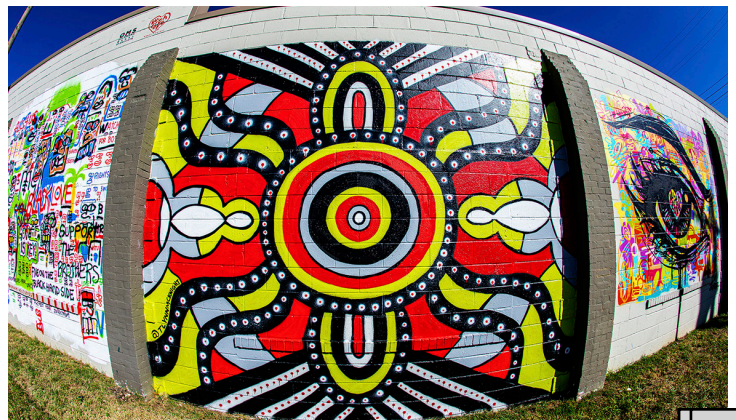
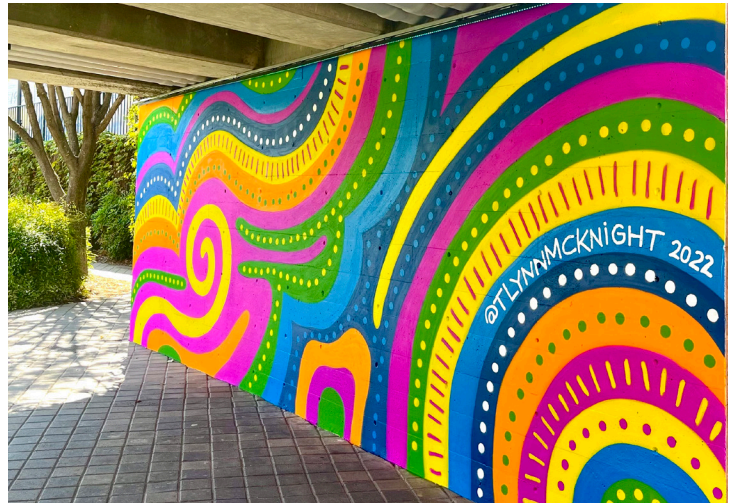
The selected mural artists, Tiffany McKnight and Aunj Braggs, are local Oklahoma artists and aim to have the mural finished by the facility’s grand opening on November 13, 2023.

RECOMMENDATION: Staff recommends accepting the donation of \$25,325 for a mural to be placed on two walls in the natatorium at the Adult Wellness and Education Center at 602 N. Findlay Avenue.

TIFFANY MCKNIGHT

Item 3.

ARTIST • ENTREPRENEUR • AUTHOR



VISIT [TIFFANYMCKNIGHT.COM](https://www.tiffanymcknight.com) | Follow [@tlynmcknight](https://www.instagram.com/tlynmcknight) & [@tlmcknightart](https://www.instagram.com/tlmcknightart)



**TIFFANY MCKNIGHT
PROJECT QUOTE**

tlmcknightart@gmail.com

Date: October 12, 2023

CLIENT

City of Norman & Norman Arts Council

erinn@normanarts.org

Contact: Erinn Gavaghan

PROJECT DESCRIPTION

QTY AMOUNT

McKnight & Braggs will paint and seal new murals inside the Norman Adult Wellness & Education Center located at 602 N. Findlay Ave in Norman, OK.

(Rate includes labor for Tiffany McKnight & Aunj Braggs)

Client agrees to provide \$500 design honorarium to artists for new design mockup. The project rate includes labor and intellectual property of unique design:

Indoor Murals 1 \$25,970

Rate: cost and value of painting is W x H x \$35 per sq ft per artist.

Materials 1 \$2,000

McKnight Labor: 508 sqft x \$35 per sq ft = \$17,780
(15x18.3=275 sq ft) + (10.3x11.3=116 sq ft main wall)
+ (3x26=78 sq ft x 3 walls = 234 sq ft / 2 = 117 sq ft
equals total of 508 sq ft

Travel Stipend 1 \$1,500

Braggs Labor: 234 sqft x \$35 per sqft = \$8,190
3x26=78 sq ft x 3 walls = 234 sq ft

Design Mockup 1 \$500

Total value of painting and labor is = \$25,970

Insurance 1 \$300

+ Artists estimate a production timeline from October 14 - November 11 to complete paintings.

Projection Tracing 1 \$150

+ Artists will acquire the following supplies for this project: Paint, brushes, blue tape, tarp, projection mapping for large scale tracing, insurance, **Mural Colors paint sealant*** (see page 3) and miscellaneous.

Total cost of production \$30,420

Client agrees to provide lift during production.

If approved, client will pay flat rate in full 3 days prior to the first day of artist painting.

+ Artists will provide project documentation and social media promotion for the artists and consistent cross promotion for client (video, photos and website documentation)

The project budget is a fixed rate and artist labor and associated costs will not exceed the project estimate.

Contact me directly at tlmcknightart@gmail.com or 918-361-7959 for any questions or concerns.

Thanks for your business and supporting artists. We look forward to working with you!



TIFFANY MCKNIGHT
tlmcknightart@gmail.com

See below for Client (City of Norman & Norman Arts Council) approved production budget for McKnight x Braggs Mural on October 12, 2023.

TIFFANY MCKNIGHT (ARTIST)

AUNJ BRAGGS (ARTIST)

Indoor Murals	1	\$17,685*
<i>* \$95 discount to accommodate revised client budget cap</i>		
Materials	1	\$2,000
Travel Stipend	1	\$500
Design Mockup	1	\$250
Insurance	1	\$150
Projection Tracing	1	\$150

Indoor Murals	1	\$8,190
Travel Stipend	1	\$1,000
Design Mockup	1	\$250
Insurance	1	\$150

Braggs Total: \$9,590

McKnight Total: \$20,735

Total cost of production: \$30,325

The project budget is a fixed rate and artist labor and associated costs will not exceed the project estimate.
Please make payments to individual artist as separate checks for their business records.
Client will pay flat rate 1-3 days prior to the first day of production.



**TIFFANY MCKNIGHT
PROJECT RATE SHEET**

tlmcknightart@gmail.com

Date: October 11, 2023

CLIENT

City of Norman & Norman Arts Council

erinn@normanarts.org

Contact: Erinn Gavaghan

***PAINT SEALANT DETAILS**

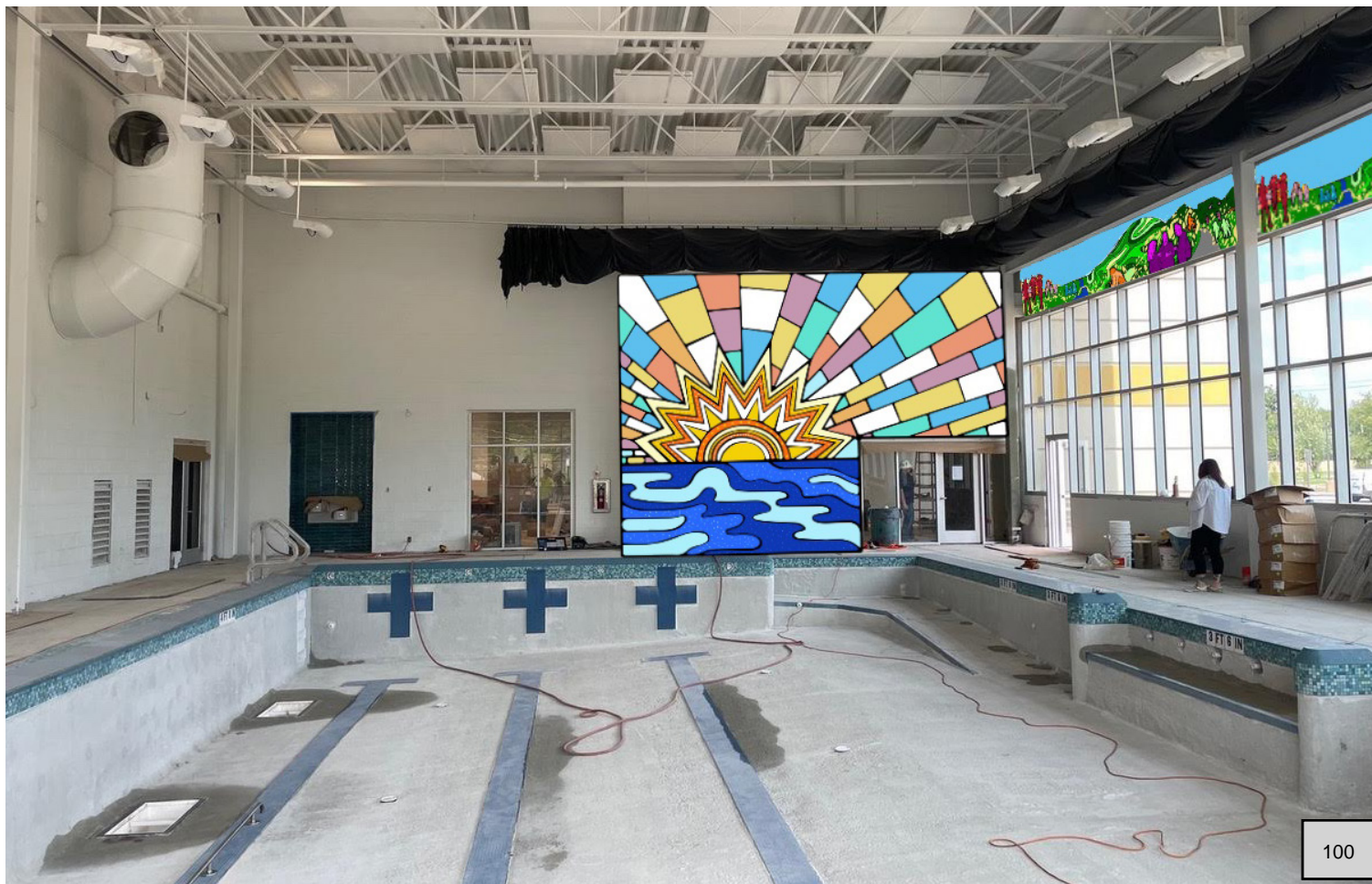
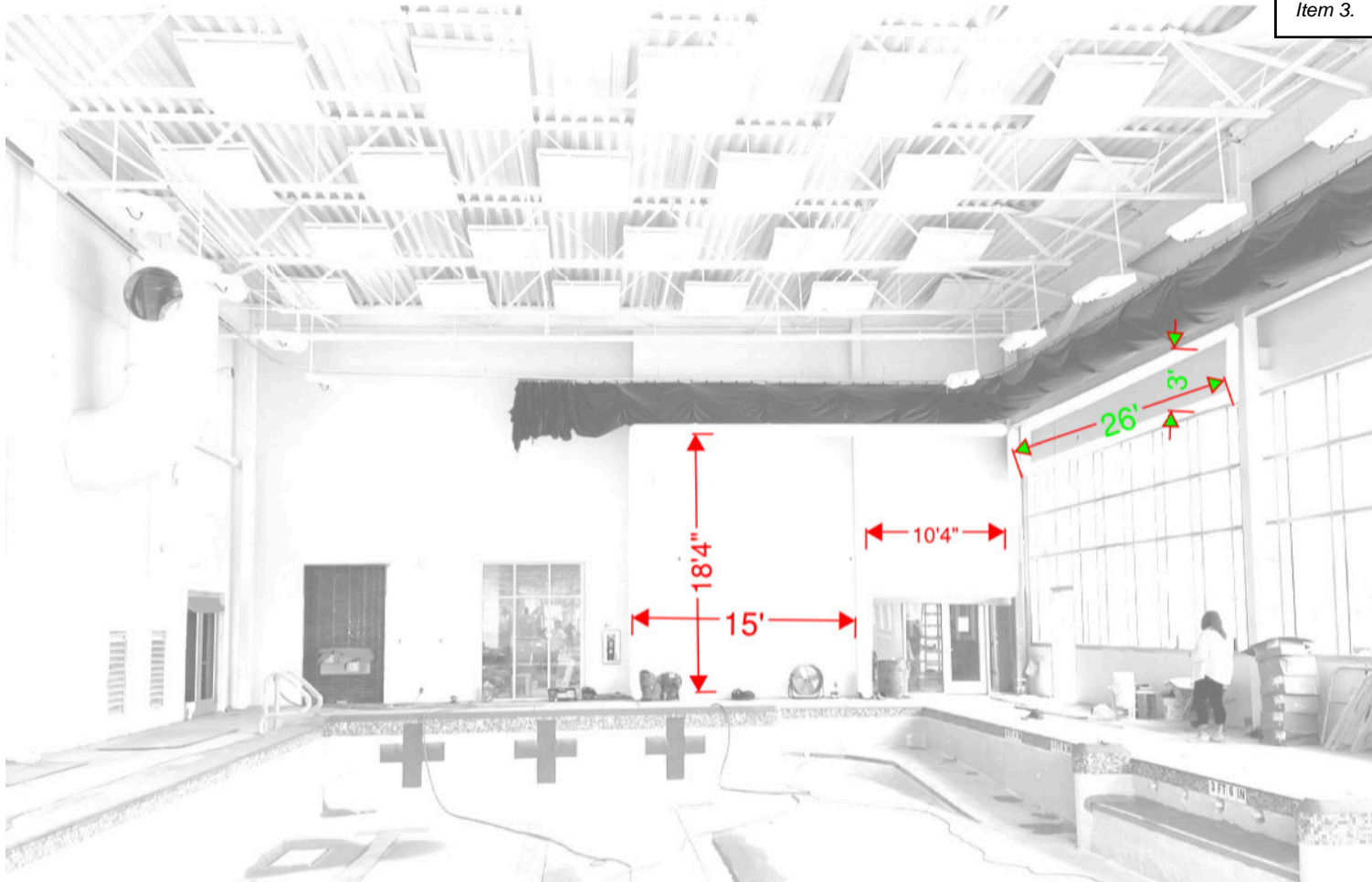
In an effort to maintain the vibrancy and integrity of the design, the artist will coat your unique mural to ensure longevity using an OverCoat™ paint sealant (product details below).

OverCoat™ Semi-Sacrificial UV Paint Protector

OverCoat™ is a semi-sacrificial “anti-graffiti” coating and UV protector that allows artists and building owners to remove unwanted tagging or buffing from mural surfaces without affecting the paint beneath when used over ColorShield™. OverCoat™ can be used on its own to protect painted surfaces from unwanted buff paint, spray paint, permanent markers, and more.

OverCoat™ dries clear, remains breathable, and is durable in all weather conditions. OverCoat™ is a biodegradable, no VOC product designed for outdoor and indoor protection. OverCoat™ contains highly durable UV stabilizers that further protect murals from fading and degradation. Dries to a satin finish.

Details sourced from muralcolors.com



DIGITAL MOCKUP



MCKNIGHT x BRAGGS MURALS

located inside the Norman Adult Wellness & Education Center located at 602 N. Findlay Ave in Norman, OK.

WALL 1 (main wall)

$(15 \times 18.3 = 275 \text{ sq ft}) + (10.3 \times 11.3 = 116 \text{ sq ft}) = 391 \text{ sq ft}$

WALLS 2-4 (window walls)

$(3 \times 26 = 78 \text{ sq ft}) \times 3 \text{ walls} = 234 \text{ sq ft}$

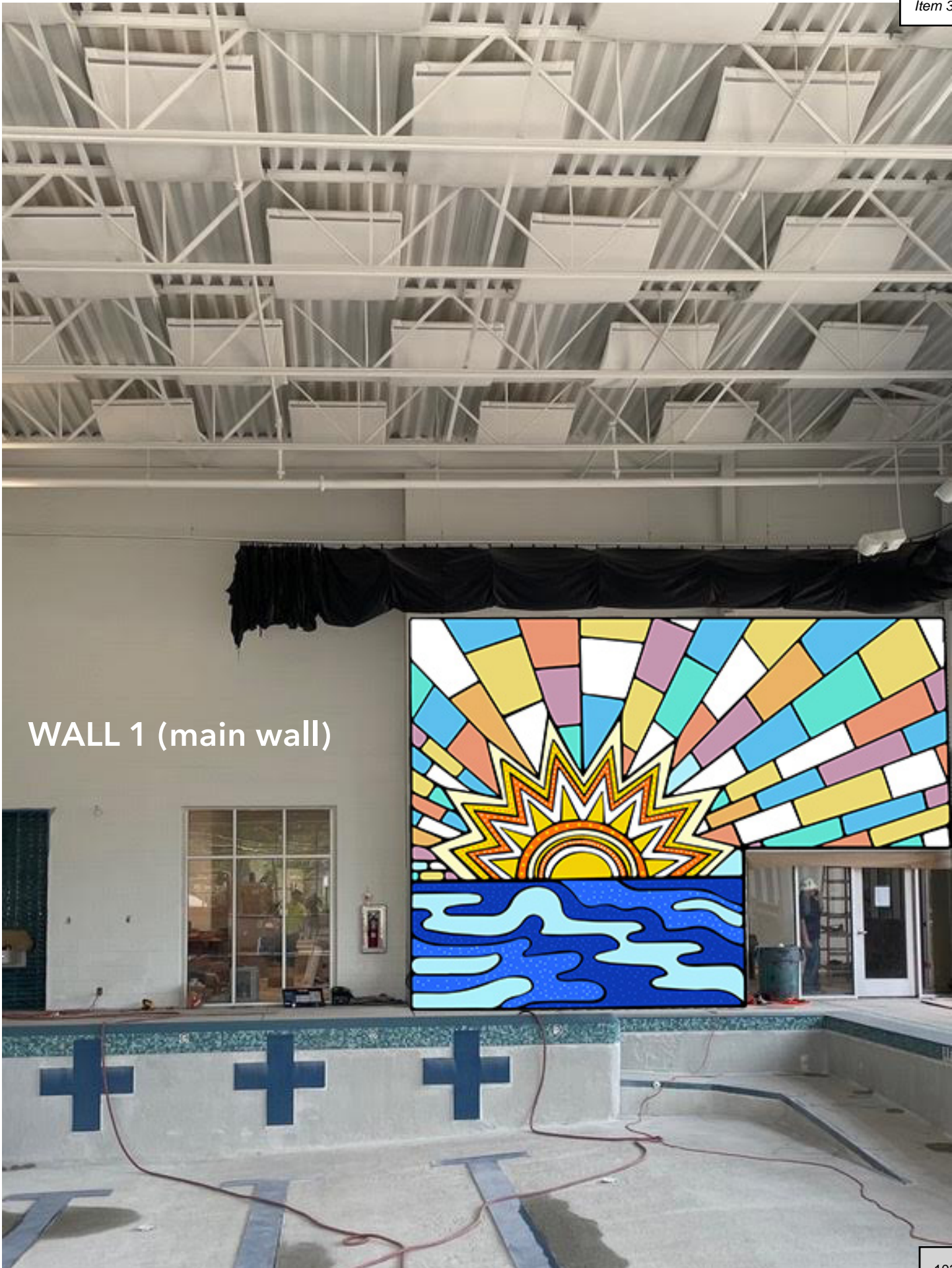
PROJECT NOTES:

McKnight & Braggs will collaborate to paint window walls
from October 14 - October 22

McKnight will paint main wall October 24 - November 11



WALLS 1 - 4
(main + window walls)



WALL 1 (main wall)

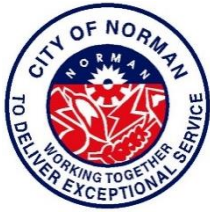
WALLS 2 - 4 (Window Walls)



Note: these images represent digital mockups. Artist acknowledges that there will be additional changes to meet design standards to complete design.

File Attachments for Item:

12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AMENDMENT NO. THREE TO CONTRACT K-1213-163: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND GARVER, LLC, INCREASING THE CONTRACT AMOUNT BY \$1,880 FOR A REVISED CONTRACT AMOUNT OF \$129,986 TO PROVIDE ADDITIONAL CONSTRUCTION PHASE SERVICES FOR STREET WIDENING AND TRAFFIC SIGNAL IMPROVEMENTS AT THE 12TH AVENUE NE AND HIGH MEADOWS DRIVE INTERSECTION AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/24/2023

REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Transportation Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AMENDMENT NO. THREE TO CONTRACT K-1213-163; BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND GARVER, LLC, INCREASING THE CONTRACT AMOUNT BY \$1,880 FOR A REVISED CONTRACT AMOUNT OF \$129,986 TO PROVIDE ADDITIONAL CONSTRUCTION PHASE SERVICES FOR STREET WIDENING AND TRAFFIC SIGNAL IMPROVEMENTS AT THE 12TH AVENUE NE AND HIGH MEADOWS DRIVE INTERSECTION AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The intersection of 12th Avenue NE and High Meadows Drive is a three legged intersection that was signalized in 1993, but without roadway improvements to provide a southbound left turn on 12th Avenue NE onto High Meadows Drive. The intersection is located north of Robinson Street with High Meadows Drive providing access to Eisenhower Elementary School and surrounding residential neighborhoods. The ever increasing volume of traffic and the resulting increase of collisions have exposed the need for a dedicated turn lane and new traffic signals at this intersection. An aerial photo of this area is included as Attachment 1.

Installing the southbound left turn lane requires widening of the existing four-lane section at the intersection. This project also provides the opportunity for the City to upgrade the signal interconnect system along 12th Avenue NE with fiber optic cable between Robinson Street and Rock Creek Road.

This section of 12th Avenue NE in Norman also serves as U.S. Highway 77. The Oklahoma Department of Transportation (ODOT) maintains jurisdiction over maintenance and improvements to the highway. However, 12th Avenue NE also serves as a major arterial street in Norman and intersects with many other city streets. While the City is responsible for the design of intersection signalization projects on 12th Avenue NE, future construction must be coordinated with ODOT.

On February 26, 2013, City Council approved Contract K-1213-163 with Garver, LLC, in the amount of \$38,900 to design the roadway and traffic signal modifications necessary to add a dedicated left turn lane and a southbound protected left turn arrow display. On November 25,

2015, City Council approved Resolution R-1415-59, which was later forwarded to ODOT, requesting federal funds to pay for 80% of the construction cost.

In the Resolution the City agreed to the terms and conditions of a federally funded project by stating its willingness to assume the responsibility for the preparation of engineering plans, the purchase of any additional right-of-way, the relocation of public utilities and funding of the local share of the construction cost.

On August 1, 2017, City Council held a study session to discuss the Griffin Park Sports Complex Master Plan, which includes additional improvements to the adjacent transportation network.

DISCUSSION:

One of the transportation network improvements recommendations in the Griffin Park Sports Complex Master Plan calls for a new access point off of 12th Avenue NE (see Attachment 2). This new access affects the on-going design of the improvements at the High Meadows intersection.

City staff worked with the firm (PDG) that is developing the Griffin Park Sports Complex Plan to identify the safest and most appropriate access point while considering the restrictions for arterial roadways (of which 12th Avenue NE is one) outlined in the City’s Engineering Design Criteria. This discussion led to the identification of the most appropriate and safest access point, which takes advantage of the traffic signal at the High Meadows Drive intersection adding a fourth leg to the existing three-legged intersection.

In order to accommodate the new access, 12th Avenue NE will need to be widened south of High Meadows Drive to create a northbound left turn lane. Additionally, the traffic signal will need to be further modified to include a fourth pole and mast arm for eastbound traffic exiting Griffin Park. Including this work as part of the ongoing project will save money in the long run, minimize the traffic congestion associated with road construction and avoid having to reconstruct parts of the roadway, while at the same time leveraging federal funds to complete the work.

On September 26, 2017, City Council approved Amendment One with Garver, LLC, in the amount of \$79,975 to provide engineering services to develop construction plans for street widening improvements and replacement of traffic signals at 12th Avenue NE and High Meadows Drive intersection. On March 14, 2023, City Council approved Amendment No. Two with Garver, LLC, in the amount of \$9,231 for additional engineering service to complete the design for the modification to the 12th Avenue NE intersection with High Meadows Drive.

Garver, LLC proposes a \$1,880 amendment to contract K-1213-163 to provide additional construction phase services for the modifications to the 12th Avenue NE and High Meadows Drive intersection (see Contract Amendment 3 in Attachment 3, as well as Attachments 3A and 3B). The services will include construction phase services which were not thought to be necessary when ODOT was to be administering the project construction when K-1213-163 was negotiated.

RECOMMENDATION:

Staff recommends approval of Amendment 3 to Contract K-1213-163 with Garver, LLC, (a regional firm with offices in Norman) in the amount of \$1,880, for additional construction phase services associated with the construction of the modification to 12th Avenue NE intersection with and High Meadows Drive.

AMENDMENT NO. 3
AGREEMENT FOR PROFESSIONAL SERVICES

This is an amendment, AMENDMENT NO. 3, attached to and made a part of the AGREEMENT, dated February 26, 2013, between the City of Norman (OWNER) and Garver, LLC (CONSULTANT) for professional engineering services as necessary to revise construction plans and specifications for the improvements at the intersection of 12th Avenue NE and High Meadows Drive.

WHEREAS, the OWNER has requested additional construction phase services,

WHEREAS, all provisions of Contract No. K-1213-163 not in conflict with this amendment shall hereinafter remain in full force and effect,

WHEREAS, CONSULTANT is prepared to provide additional construction phase services in support of the project;

NOW THEREFORE, in consideration of the promises contained in said AGREEMENT and this AMENDMENT NO. 3, OWNER and CONSULTANT agree as follows:

ARTICLE 3 - SCOPE OF SERVICES

CONSULTANT shall provide the additional construction phase services described in Attachment A, Scope of Services.

ARTICLE 4 – COMPENSATION

OWNER shall pay CONSULTANT **One Thousand Eight Hundred Eighty Dollars (\$1,880)** for additional services in accordance with Attachment B, Compensation. Invoices shall be due and payable upon receipt. OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount.

IN WITNESS WHEREOF, OWNER and Garver, LLC have executed this Amendment No. 3

DATED this ___the day of _____, 2023.

The City of Norman
(OWNER)

Signature _____

Name _____

Title _____

Date _____

Attest:

City Clerk

Garver, LLC
(CONSULTANT)

Signature Nicci Tiner

Name Nicci Tiner

Title Vice President

Date 10-12-23

Attest:

John Ruddell

Name John Ruddell

Title Vice President

Approved as to form and legality this ____ day of _____ 2023.

City Attorney

ATTACHMENT A – SCOPE OF SERVICES**1. General**

The OWNER has requested that construction phase services be added to the contract. Specific tasks necessary to accomplish this modification will consist primarily of the following:

- Garver will attend the pre-bid meeting and issue addenda if needed.
- During the Construction Phase the Garver will:
 - Issue necessary clarifications (respond to RFIs) regarding the construction contract documents.



**ATTACHMENT B
CITY OF NORMAN
12TH AVENUE NE AND HIGH MEADOWS DRIVE
Garver Hourly Rate Schedule: July 2023 - June 2024**

Classification	Rates
Engineers / Architects	
E-1	\$ 130.00
E-2	\$ 144.00
E-3	\$ 174.00
E-4	\$ 203.00
E-5	\$ 247.00
E-6	\$ 304.00
E-7	\$ 422.00
Planners	
P-1	\$ 157.00
P-2	\$ 196.00
P-3	\$ 244.00
P-4	\$ 273.00
P-5	\$ 308.00
Designers	
D-1	\$ 118.00
D-2	\$ 135.00
D-3	\$ 161.00
D-4	\$ 193.00
Technicians	
T-1	\$ 95.00
T-2	\$ 114.00
T-3	\$ 139.00
T-4	\$ 180.00
Surveyors	
S-1	\$ 58.00

S-2	\$ 77.00
S-3	\$ 103.00
S-4	\$ 148.00
S-5	\$ 187.00
S-6	\$ 218.00
2-Man Crew (Survey)	\$ 225.00
3-Man Crew (Survey)	\$ 282.00
2-Man Crew (GPS Survey)	\$ 245.00
3-Man Crew (GPS Survey)	\$ 302.00

Construction Observation

C-1	\$ 112.00
C-2	\$ 140.00
C-3	\$ 171.00
C-4	\$ 221.00
C-5	\$ 259.00

Resource Specialists

RS-1	\$ 104.00
RS-2	\$ 137.00
RS-3	\$ 194.00
RS-4	\$ 268.00
RS-5	\$ 335.00
RS-6	\$ 411.00
RS-7	\$ 460.00

Environmental Specialists

ES-1	\$ 104.00
ES-2	\$ 131.00
ES-3	\$ 168.00
ES-4	\$ 198.00
ES-5	\$ 248.00
ES-6	\$ 318.00
ES-7	\$ 398.00
ES-8	\$ 450.00

Project Controls

PC-1	\$ 106.00
PC-2	\$ 140.00
PC-3	\$ 178.00
PC-4	\$ 229.00
PC-5	\$ 280.00
PC-6	\$ 361.00

PC-7 \$ 454.00

Management / Administration

AM-1	\$ 75.00
AM-2	\$ 96.00
AM-3	\$ 134.00
AM-4	\$ 171.00
AM-5	\$ 209.00
AM-6	\$ 272.00
AM-7	\$ 320.00
M-1	\$ 510.00

Agreement for Professional Services

12Th Avenue Ne And High Meadows Drive

Garver Project No. 12017741

ATTACHMENT B**K-1213-163**

**CITY OF NORMAN
12TH AVENUE NE AND HIGH MEADOWS DRIVE**

PROJECT DESCRIPTION:

The OWNER has determined that the plans should be updated to the latest standards. Additionally, the

FEE SUMMARY:

Labor	Man-Hours	Total
1.Construction Phase Services	10	\$1,879.00
Total Labor	10	\$1,879.00

Expenses	Amount
1.Construction Phase Services	\$1.00
Total Expenses	\$1.00

GRAND TOTAL LUMP SUM FEE:**\$1,880.00**

ATTACHMENT B

**CITY OF NORMAN
12TH AVENUE NE AND HIGH MEADOWS DRIVE**

CONSTRUCTION PHASE SERVICES

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	AM-2
	\$304.00	\$247.00	\$203.00	\$174.00	\$144.00	\$130.00	\$96.00
	hr	hr	hr	hr	hr	hr	hr
1. Construction Phase Services							
Pre-Bid Meeting	2						
Respond to RFI's			1	2	5		
Subtotal - Construction Phase Services	2	0	1	2	5	0	0

Hours	2	0	1	2	5	0	0
Salary Costs	\$608.00	\$0.00	\$203.00	\$348.00	\$720.00	\$0.00	\$0.00

SUBTOTAL - SALARIES: \$1,879.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$1.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$1.00

SUBTOTAL: \$1,880.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$1,880.00



**12th AVE. NE and
HIGH MEADOWS DR.
INTERSECTION**

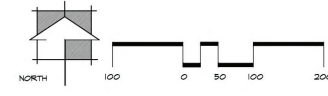


1" = 200'



Griffin Sports Complex Amenities

- ① Indoor Training Facility
- ② Future Building Expansion
- ③ Concession/ Restroom
- ④ Restroom Building
- ⑤ Soccer Plaza Area
- ⑥ Playground Area
- ⑦ Entry Sign
- ⑧ Shade Structure (Typ)
- ⑨ Premier Field Plaza
- ⑩ Entry Plaza
- ⑪ Drop-off Area
- ⑫ Existing Soccer Office
- ⑬ Existing Maintenance Building
- ⑭ Existing Pump House
- ⑮ Silos
- ⑯ Existing Walls
- ⑰ Proposed Walls
- ⑱ Park Area
- ⑲ Playground & Splash Pad
- ⑳ Trail
- ㉑ Sutton Wilderness Trail
- ㉒ Pedestrian Bridge
- ㉓ Existing Dog Park
- ㉔ Existing Pavilion
- ㉕ Existing Restroom
- ㉖ Fishing Dock



12th Avenue NE and High Meadows Drive

K-1213-163

ATTACHMENT A – SCOPE OF SERVICES

1. General

The OWNER has requested that construction phase services be added to the contract. Specific tasks necessary to accomplish this modification will consist primarily of the following:

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12TH AVENUE NE AND HIGH MEADOWS DRIVE
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M-1	\$ 510.00

Agreement for Professional Services
12Th Avenue Ne And High Meadows Drive

Garver Project No. 12017741

ATTACHMENT B

K-1213-163

**CITY OF NORMAN
12TH AVENUE NE AND HIGH MEADOWS DRIVE**

PROJECT DESCRIPTION:

The OWNER has determined that the plans should be updated to the latest standards. Additionally, the

FEE SUMMARY:

Labor	Man-Hours	Total
1.Construction Phase Services	10	\$1,879.00
Total Labor	10	\$1,879.00

Expenses	Amount
1.Construction Phase Services	\$1.00
Total Expenses	\$1.00

GRAND TOTAL LUMP SUM FEE:

\$1,880.00

ATTACHMENT B

**CITY OF NORMAN
12TH AVENUE NE AND HIGH MEADOWS DRIVE**

CONSTRUCTION PHASE SERVICES

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	AM-2
	\$304.00	\$247.00	\$203.00	\$174.00	\$144.00	\$130.00	\$96.00
	hr	hr	hr	hr	hr	hr	hr
1. Construction Phase Services							
Pre-Bid Meeting	2						
Respond to RFI's			1	2	5		
Subtotal - Construction Phase Services	2	0	1	2	5	0	0

Hours	2	0	1	2	5	0	0
Salary Costs	\$608.00	\$0.00	\$203.00	\$348.00	\$720.00	\$0.00	\$0.00

SUBTOTAL - SALARIES: \$1,879.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$1.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$1.00

SUBTOTAL: \$1,880.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$1,880.00