CITY OF NORMAN, OK
CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, October 13, 2026 at 6:30 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 call 405-366-5424, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.

CITY COUNCIL, NORMAN UTILITIES AUTHORITY, NORMAN MUNICIPAL AUTHORITY, NORMAN TAX INCREMENT FINANCE AUTHORITY, AND NORMAN PARKING AND TRANSIT AUTHORITY

You are required to sign up in advance of the meeting on the City's webpage, by calling the City Clerk's Office (405-366-5406), or at the Council Chambers prior to the start of the meeting with your name, ward, and item you wish to speak to including whether you are a proponent or opponent. When the time comes for public comments, the Clerk will call your name and you can make your way to the podium. Comments may be limited on items of higher interest, if so, the Mayor will announce that at the beginning of the meeting. Participants may speak one time only up to 4 minutes per person per item. There will be no yielding of time to another person. Sign up does not guarantee you will get to speak if the allotted time for that item has already been exhausted. If there is time remaining after those registered to speak have spoken, persons not previously signed up may have the opportunity to speak. Comments received must be limited to the motion on the floor only.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2627-15: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING OCTOBER 2026, AS BREAST CANCER AWARENESS MONTH IN THE CITY OF NORMAN.

2. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2627-20: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SUNDAY, OCTOBER 18, 2026, AS CHRISTIAN RURAL OVERSEAS PROGRAM (CROP) HUNGER WALK DAY IN THE CITY OF NORMAN.

COUNCIL ANNOUNCEMENTS

CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 3 through Item 47 be placed on the consent docket.

APPROVAL OF MINUTES

3. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES AS FOLLOWS:

   CITY COUNCIL SPECIAL MEETING MINUTES OF JULY 24, 2026 AND JULY 25, 2026.

First Reading Ordinance

4. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2627-16 ON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, FIXING THE COMPENSATION OF THE CITY AUDITOR CONSISTENT WITH REQUIREMENTS FOR THE CITY MANAGER'S COMPENSATION IN ARTICLE XVIII, SECTION 1, OF THE CHARTER OF THE CITY OF NORMAN; DECLARING AN EMERGENCY AND PROVIDING FOR THE EFFECTIVE DATE FOR COMPENSATION TO BEGIN; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Reports/Communications

5. CONSIDERATION OF SUBMISSION, ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE CITY MANAGER'S CONTRACT AND CHANGE ORDER REPORT AND DIRECTING THE FILING THEREOF.

6. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF THE RECEIPT OF THE ANNUAL REPORT FROM HEALTHY LIVING NORMAN TO THE BOARD OF PARK COMMISSIONERS

7. CONSIDERATION OF ACKNOWLEDGEMENT, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE NORMAN CONVENTION AND VISITORS BUREAU, INC., (VISIT NORMAN) SEMI-ANNUAL REPORT FROM JULY 1, 2025 THROUGH DECEMBER 31, 2025.

8. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF THE RECEIPT OF THE ANNUAL REPORT FROM LITTLE AXE YOUTH SPORTS (LAYS) TO THE BOARD OF PARK COMMISSIONERS

9. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF THE RECEIPT OF THE ANNUAL REPORT FROM NORMAN ARTS COUNCIL (NAC) TO THE BOARD OF PARK COMMISSIONERS

Authorization for Purchase

10. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AUTHORIZATION TO PURCHASE ONE (1) NEW CNG CUTAWAY TRANSIT BUS TO REPLACE UNIT 5-2065 IN THE PARATRANSIT FLEET FROM TESCO IN THE AMOUNT OF $197,401 UTILIZING THE STATE OF MICHIGAN CONTRACT; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT, EXECUTE, AND FILE A FEDERALLY COMPLIANT PROCUREMENT ON BEHALF OF THE CITY OF NORMAN WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION USING FEDERAL TRANSIT ADMINISTRATION GRANT FUNDING; AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

Settlement

11. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-56: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF THE CLAIM FILED BY BRANDON KYLE WANSICK UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASES OF *BRANDON KYLE WANSICK V. THE CITY OF NORMAN,* WORKERS' COMPENSATION COMMISSION CASE 2025-06855A; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COMMISSION, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COMMISSION JUDGMENT FROM THE RISK MANAGEMENT INSURANCE FUND.

Easement

12. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF E-2627-24 A WATER LINE EASEMENT THAT WILL SERVE 36TH NORTH BUSINESS PARK, A PLANNED UNIT DEVELOPMENT (GENERALLY LOCATED ONE-HALF MILE NORTH OF ROCK CREEK ROAD ON THE EAST SIDE OF 36TH AVENUE N.W.). (WARD 8)

13. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF E-2627-25: A WATER LINE EASEMENT SERVING UNIVERSITY NORTH PARK, SECTION XXII, A PLANNED UNIT DEVELOPMENT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF LEGACY PARK DRIVE AND MOUNT WILLIAMS WAY (COMMON AREA A). (WARD 8)

14. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF E-2526-26: A SANITARY SEWER EASEMENT, THAT WILL SERVE NORMAN BIBLE CHURCH (GENERALLY LOCATED ONE-QUARTER MILE NORTH OF ROCK CREEK ROAD ON THE WEST SIDE OF 12TH AVENUE N.W.).(WARD 8)

15. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASMENT E-2627-27 THROUGH E-2627-31: PERMANENT ROADWAY EASEMENTS E-2627-27 THROUGH E-2627-28 AND TEMPORARY CONSTRUCTION EASEMENTS E-2627-29 THROUGH E-2627-31; AND THE FILING THEREOF IN THE AMOUNT OF $14,135.00 FOR THE LINDSEY STREET SPECIAL CORRIDOR PROJECT FROM PICKARD AVENUE TO ELM AVENUE AS OUTLINED IN THE STAFF REPORT. (WARD 4 AND 7)

Certificate of Survey

16. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2627-2: AT CHEYENNE ESTATES, FOR PROPETY THAT CONSISTS OF 60 ACRES AND APPROVAL OF A ROADWAY, DRAINAGE AND UTILITY EASEMENT E-2627-23, (GENERALLY LOCATED ON THE SOUTH SIDE OF POST OAK ROAD AND ONE-HALF MILE EAST OF 120TH AVENUE). (WARD 5)

Contracts

17. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AMENDMENT TWO TO CONTRACT K-1819-88: A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE DISTRICT ATTORNEY'S OFFICE, DISTRICT 21 (CLEVELAND COUNTY), ALLOWING THE NORMAN POLICE DEPARTMENT TO USE ONE (1) 2025 CHEVROLET TAHOE PURCHASED AND FULLY EQUIPPED BY THE DISTRICT ATTORNEY'S OFFICE, DISTRICT 21, AS A REPLACEMENT FOR ONE (1) OF THE 2019 VEHICLES PREVIOUSLY LOANED TO THE CITY.

18. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER FOUR TO CONTRACT K-2526-32: BY AND BETWEEN THE CITY OF NORMAN AND C-P INTEGRATED SERVICES, INC., FOR THE CONSTRUCTION OF THE MISTY LAKE DAM REPAIR PROJECT AND FINAL ACCEPTANCE AND FINAL PAYMENT OF $37,530.01. (WARD 1)

19. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF K-2526-106: BY AND BETWEEN THE CITY OF NORMAN AND PARATHON CONSTRUCTION, L.L.C., FOR THE FINAL ACCEPTANCE AND FINAL PAYMENT OF $12,112.70 FOR THE FYE 2026 CITY WIDE UNIT PRICE CONCRETE AND ALLEY MAINTENANCE PROJECT. (ALL WARDS).

20. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-107: BY AND BETWEEN NORMAN UTILITIES AUTHORITY AND ARDURRA GROUP, INC. IN THE AMOUNT OF $517,420 TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE ROBINSON 30-INCH WATER LINE – 12TH NE TO PORTER PROJECT AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT. (WARD 4)

21. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2526-113: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND HDR ENGINEERING INC., IN THE AMOUNT OF $316,400 FOR ENGINEERING SERVICES FOR ROBINSON STREET WATER TRANSMISSION MAIN PROJECT – PORTER AVENUE TO FLOOD AVENUE. (WARDS 4 AND 8)

22. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDING BID 2627-10 AND CONTRACT K-2627-33: BY AND BETWEEN THE CITY OF NORMAN AND AMR INDUSTRIAL COATINGS, INC. IN THE AMOUNT OF $150,173.00; PERFORMANCE BOND B-2627-32; STATUTORY BOND B-2627-33; MAINTENANCE BOND MB-2627-16; AND APPROPRIATION AS OUTLINED IN THE STAFF REPORT FOR THE LINDSEY WATER TOWER LIGHTING PROJECT. (WARD 7)

23. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-38: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NORMAN ARTS COUNCIL, INC., FOR THE GRAY STREET PARKING LOT MURALS PROJECT FOR THE PARKS AND RECREATION DEPARTMENT. (WARD 4)

24. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-62: BY AND BETWEEN THE CITY OF NORMAN AND VORTEX SERVICES, L.L.C., IN THE AMOUNT OF $739,015.05 FOR THE ROBINSON, RAMBLING OAKS AND FOXBOROUGH STORMWATER PIPE LINING PROJECT; PERFORMANCE BOND B-2627-38; MAINTENANCE BOND MB-2627-20; STATUTORY BOND B-2627-39; PROJECT AGENT RESOLUTION R-2627-43 GRANTING TAX-EXEMPT STATUS AND FUNDS TRANSFER AS OUTLINED IN STAFF REPORT. (WARD 3)

25. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-63: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND EGIS USA, INC. IN THE AMOUNT OF $82,700.00 FOR THE DESIGN OF THE FRANKLIN ROAD BRIDGE REHABILITATION OVER LITTLE RIVER BOND PROJECT AND FUNDS TRANSFER AS OUTLINED IN THE STAFF REPORT. (WARD 5)

26. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-64: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND EGIS USA, INC., IN THE AMOUNT OF $215,937.94 FOR THE DESIGN OF THE 72ND AVENUE NE BRIDGE REPLACEMENT OVER ROCK CREEK BOND PROJECT. (WARD 5)

27. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-66: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND AGUIRRE & FIELDS, L.P., IN THE AMOUNT OF $202,997.16 FOR THE DESIGN OF THE IOWA STREET BRIDGE REHABILITATION OVER MERKLE CREEK BOND PROJECT AND FUNDS TRANSFER AS OUTLINED IN THE STAFF REPORT. (WARD 2)

28. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-68: A CONTRACT BY AND BETWEEN THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) AND THE CITY OF NORMAN FOR THE COLLECTION OF TRAFFIC DATA AND APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

29. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-70 AND A GRANT FROM OKLAHOMA OFFICE OF HOMELAND SECURITY: FOR THE STATE AND LOCAL CYBERSECURITY GRANT PROGRAM SUB-RECIPIENT AWARD NUMBER #1499.107 IN THE AMOUNT OF $45,833 TO BE USED BY THE INFORMATION TECHNOLOGY DEPARTMENT TO PURCHASE WIRELESS ACCESS POINTS AND CONTROLLER FOR INFORMATION TECHNOLOGY USE IN CONTINUED SUPPORT OF STATEWIDE HOMELAND SECURITY EFFORTS SERVING OUR INTERNAL NETWORK USE AND OPERATIONS, AND BUDGET APPROPRIATION FROM THE SPECIAL GRANT FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

30. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-72 AND A GRANT: IN THE AMOUNT OF $79,899.00 FROM THE STATE OF OKLAHOMA/OKLAHOMA 9-1-1 MANAGEMENT AUTHORITY TO BE USED BY THE POLICE DEPARTMENT TO PROVIDE HIGH-QUALITY 9-1-1 SERVICE AND TO DEPLOY NEXT GENERATION 9-1-1 SOLUTIONS AND TECHNOLOGY; AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

31. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-75 AND A GRANT FROM OKLAHOMA OFFICE OF HOMELAND SECURITY: STATE AND LOCAL CYBERSECURITY GRANT PROGRAM SUB-RECIPIENT AWARD IN THE AMOUNT OF $188,000 TO BE USED BY THE INFORMATION TECHNOLOGY DEPARTMENT TO PURCHASE ADDITIONAL STORAGE CAPACITY AND RENEW LICENSING OF THE CITY HOSTED BACKUP OPERATIONS FOR CONTINUED SUPPORT OF STATEWIDE HOMELAND SECURITY EFFORTS SERVING OUR INTERNAL NETWORK USE AND OPERATIONS, ADOPTION OF RESOLUTION R-2627-60 AND BUDGET APPROPRIATION FROM THE SPECIAL GRANT FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

32. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-76 AND A GRANT FROM OKLAHOMA OFFICE OF HOMELAND SECURITY: STATE AND LOCAL CYBERSECURITY GRANT PROGRAM SUB-RECIPIENT AWARD IN THE AMOUNT OF $142,000 TO BE USED BY THE INFORMATION TECHNOLOGY DEPARTMENT TO PURCHASE ADDITIONAL FIREWALLS FOR DEPLOYMENT WITHIN OUR NETWORK INFRASTRUCTURE FOR CONTINUED SUPPORT OF STATEWIDE HOMELAND SECURITY EFFORTS SERVING OUR INTERNAL NETWORK USE AND OPERATIONS, ADOPTION OF RESOLUTION R-2627-61 AND BUDGET APPROPRIATION FROM THE SPECIAL GRANT FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

33. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-80: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE UNIVERSITY OF OKLAHOMA GIBBS COLLEGE OF ARCHITECTURE (GCA), IN THE AMOUNT OF $82,500 FOR THE DESIGN AND CONSTRUCTION OF A NEW OPEN-AIR PAVILION IN REAVES PARK FOR THE PARKS AND RECREATION DEPARTMENT AND APPROPRIATION OF NORMAN FORWARD FUND BALANCE. (WARD 7)

34. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-83: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE CLEVELAND COUNTY SHERIFF'S DEPARTMENT AND THE BOARD OF COUNTY COMMISSIONERS OF CLEVELAND COUNTY TO PROVIDE FOR THE INCARCERATION OF CITY PRISONERS IN THE CLEVELAND COUNTY DETENTION CENTER AT A COST OF $62.19 PER DAY PER PRISONER

35. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-86: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE SOONER THEATRE OF NORMAN INC. IN THE AMOUNT OF $109,286.00 TO ASSIST WITH THE OPERATION OF THE SOONER THEATRE. (WARD 4)

36. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-87: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE PERFORMING ARTS STUDIO, INC., D/B/A THE DEPOT IN THE AMOUNT OF $61,188.00 TO ASSIST WITH THE OPERATION OF THE DEPOT. (WARD 4)

37. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-88: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE CLEVELAND COUNTY HISTORICAL SOCIETY IN THE AMOUNT OF $62,500.00 TO ASSIST WITH THE OPERATION OF THE CLEVELAND COUNTY HISTORICAL SOCIETY. (WARD 4)

38. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2627-93: A CONTRACT BETWEEN THE CITY OF NORMAN AND ARCHITECTS DESIGN GROUP, L.L.C., FOR FACILITY CONDITION ASSESSMENTS AND SPATIAL NEEDS ASSESSMENTS FOR THE POLICE DEPARTMENT IN THE AMOUNT OF $ 282,900, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT. (WARD 4)

Resolutions

39. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF R-2627-28: REQUESTING ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) FISCAL YEAR 2030 SURFACE TRANSPORTATION BLOCK GRANT PROGRAM – URBANIZED AREA (STBG-UZA) FUNDING FOR ENHANCEMENTS TO THE CITY'S PUBLIC TRANSIT FLEET

40. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-39: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING $782,177.08 IN STBG-UZA-SAFETY FUNDING FOR REFLECTORIZED TRAFFIC SIGNAL BACKPLATE UPGRADES (PHASE 3) AT VARIOUS INTERSECTIONS IN NORMAN. (CITY WIDE)

41. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-40: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING $725,874.27 IN STBG-UZA-SAFETY FUNDING FOR OVERHEAD FLASHING SCHOOL BEACONS AT SEVEN SCHOOLS IN NORMAN. (CITY WIDE)

42. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-41: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING $993,449.89 IN STBG-UZA-SAFETY FUNDING FOR ARTERIAL DYNAMIC MESSAGE SIGN UPGRADES (PHASE 2) ON VARIOUS CORRIDORS IN NORMAN. (CITY WIDE)

43. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-42: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING $5,024,005.54 IN STBG-UZA FUNDING FOR IMPROVEMENTS TO ROCK CREEK ROAD INCLUDING TWO NEW TRAFFIC SIGNALS IN NORMAN. (WARD 8)

44. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-44: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING $7,500,000 IN STBG-UZA FUNDING FOR IMPROVEMENTS TO JAMES GARNER AVENUE (PHASE 3) IN NORMAN. (WARD 4)

45. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-45: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING $569,175.48 IN STBG-UZA-SAFETY FUNDING FOR CCTV CAMERA UPGRADES (PHASE 3) AT VARIOUS INTERSECTIONS IN NORMAN. (CITY WIDE)

46. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-48: ALLOWING AN EXEMPTION TO RESOLUTION R-1516-94 WITH CONDITIONS AND REQUIREMENTS, TO ALLOW ACCESS VIA A 20-FOOT GRAVEL DRIVEWAY AND GATE CONSTRUCTED AND MAINTAINED BY PROPERTY OWNERS. LOCATED ONE-HALF MILE NORTH OF EAST TECUMSEH ROAD ON THE WEST SIDE OF 72ND AVENUE N.E. (WARD 5).

47. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-50: FOR A BUDGET APPROPRIATION IN THE AMOUNT OF $3,500.00 FROM THE POLICE UNMANNED AIRCRAFT SYSTEMS (UAS) REIMBURSEMENT ACCOUNT TO THE PATROL POLICE DEPARTMENT UAS EXPENDITURE ACCOUNT FOR EQUIPMENT PURCHASES AND REPAIR COSTS.

NON-CONSENT ITEMS

Second Reading Ordinance

48. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-64 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE NORTHRIDGE INDUSTRIAL PARK SECTION 7 LOT 8A AKA LOTS 8 AND 9 BLK 2, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM I-1, LIGHT INDUSTRIAL DISTRICT, AND PLACE SAME IN A SPUD, SIMPLE PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3201 DESKIN DRIVE; WARD 8)

49. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-65 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER (SE/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA FROM A PUD, PLANNED UNIT DEVELOPMENT AND PART OF THE EAST HALF (E/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, FROM A-2, RURAL AGRICULTURAL DISTRICT, AND THE NORTHWEST QUARTER (NW/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA FROM PL, PARK LAND DISTRICT, AND PLACE THE SAME IN THE R-1, SINGLE-FAMILY DWELLING DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NEAR 12TH AVE SE AND CEDAR LANE RD; WARD 7)

50. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-85: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND CEDAR LANE, L.L.C., AUTHORIZING COLLECTION OF A MONTHLY LIFT STATION FEE FROM DEVELOPED LOTS IN THE CEDAR LANE DEVELOPMENT FOR THE OPERATION, MAINTENANCE AND REPLACEMENT OF THE CEDAR LANE LIFT STATION. (WARD 7)

51. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2627-3: PRELIMINARY PLAT FOR CEDAR LANE ADDITION, GENERALLY LOCATED BETWEEN CEDAR LANE ROAD AND POST OAK ROAD ON THE WEST SIDE OF BN&SF RAILROAD (WARD 7)

52. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2627-14 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ADDING SECTION 32-208 TO ALLOW BICYCLISTS TO SAFELY PROCEED THROUGH A STOP SIGN OR RED SIGNAL LIGHT; AND PROVIDING FOR THE SEVERABILITY THEREOF.

MISCELLANEOUS COMMENTS

This is an opportunity for citizens to address City Council. Due to Open Meeting Act regulations, Council is not able to participate in discussion during miscellaneous comments. Remarks should be directed to the Council as a whole and limited to four minutes or less.

COUNCIL COMMENTS

ADJOURNMENT

File Attachments for Item:

1. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2627-15: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING OCTOBER 2026, AS BREAST CANCER AWARENESS MONTH IN THE CITY OF NORMAN.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: Human Rights Committee

PRESENTER: Grace Holloman, Accessibility and Culture Coordinator

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2627-15: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING OCTOBER 2026, AS BREAST CANCER AWARENESS MONTH IN THE CITY OF NORMAN.

Proclamation

P-2627-15

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAMING OCTOBER 2026, AS BREAST CANCER AWARENESS MONTH IN THE CITY OF NORMAN.

§ 1. WHEREAS, Breast Cancer Awareness Month is observed each October to increase awareness about the impact of breast cancer and to raise funds to support research into its cause, prevention, diagnosis, treatment, and ultimately, a cure; and

§ 2. WHEREAS, breast cancer remains the most diagnosed cancer among women in the United States, excluding skin cancers, with an estimated 321,910 new cases of invasive breast cancer expected to be diagnosed in U.S. women in 2026; and

§ 3. WHEREAS, although breast cancer is significantly less common in men, approximately 2,670 men are expected to be diagnosed in the U.S. in 2026, highlighting the need for awareness among all populations; and

§ 4. WHEREAS, thanks to advances in research, early detection, and improved treatments, the 5-year relative survival rate for localized breast cancer is now over 99%, showing the life-saving importance of regular screenings and medical care; and

§ 5. WHEREAS, there are now more than 4.3 million breast cancer survivors in the United States today, making them the largest group of cancer survivors nationwide; and

§ 6. WHEREAS, the City of Norman recognizes the unwavering dedication of researchers, health care professionals, advocates, and nonprofit organizations working to end breast cancer, and honors the courage and resilience of survivors, patients, and their loved ones.

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

§ 7. Do hereby proclaim the month of October 2026, as Breast Cancer Awareness Month in the City of Norman and invite all citizens to join in raising awareness, supporting those affected, and reaffirming our commitment to advancing prevention, early detection, equitable care, and the pursuit of a cure.

PASSED AND APPROVED this 13th day of October 2026.

_____

Mayor, Stephen T. Holman

ATTEST:

_____

City Clerk

File Attachments for Item:

2. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2627-20: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SUNDAY, OCTOBER 18, 2026, AS CHRISTIAN RURAL OVERSEAS PROGRAM (CROP) HUNGER WALK DAY IN THE CITY OF NORMAN.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: Brenda Wheelock

PRESENTER: Jamie Meyer, City Clerk

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2627-20: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SUNDAY, OCTOBER 18, 2026, AS CHRISTIAN RURAL OVERSEAS PROGRAM (CROP) HUNGER WALK DAY IN THE CITY OF NORMAN.

Proclamation

P-2627-20

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SUNDAY, OCTOBER 18, 2026, AS CHRISTIAN RURAL OVERSEAS PROGRAM (CROP) HUNGER WALK DAY IN THE CITY OF NORMAN.

§ 1. WHEREAS, at the end of World War II many people wanted to share our country's abundance with European war victims, and Church World Service and CROP's first purpose was to gather wheat and other crops from America's farms for shipment to Europe; and

§ 2. WHEREAS, today, locally organized, Church World Service-sponsored CROP Walks are an important part of community life for more than 500 towns and cities in the United States, bringing together people of different faiths and diverse cultures; and

§ 3. WHEREAS, each year CROP Walks help more than 1,000 local food banks and meal sites in the United States provide food to neighbors in need, including Norman's Food and Shelter Inc. and hungry people in over 67 countries; and

§ 4. WHEREAS, the annual Cleveland County CROP Walk has been part of our community for 42 years and takes place this year on October 18, 2026, to help raise awareness about hunger and its causes; and

§ 5. WHEREAS, the Cleveland County CROP Walk will raise funds to help fight hunger both locally and globally and has raised more than a half-million dollars since its founding.

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

§ 6. Do hereby proclaim Sunday, October 18, 2026, as CROP Hunger Walk Day in the City of Norman and urge all citizens to support this walk.

PASSED AND APPROVED this 13th day of October 2026

_____
Mayor

ATTEST:

_____
City Clerk

File Attachments for Item:

3. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES AS FOLLOWS:

CITY COUNCIL SPECIAL MEETING MINUTES OF JULY 24, 2026 AND JULY 25, 2026.

CITY OF NORMAN, OK
STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: Jamie Meyer, City Clerk

PRESENTER: Jamie Meyer, City Clerk

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES AS FOLLOWS:

CITY COUNCIL SPECIAL MEETING MINUTES OF JULY 24, 2026 AND JULY 25, 2026.

CITY OF NORMAN, OK
CITY COUNCIL RETREAT – SPECIAL SESSION

NCED Conference Center & Hotel, Salon Room G-H, 2801 E State HWY 9, Norman, OK 73071
Friday, July 24, 2026, and Saturday, July 25, 2026, at 9:00 AM

MINUTES

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Special Session at NCED Conference Center & Hotel, Salon Room G-H, located at 2801 E State HWY 9, Norman, OK 73071, on Friday, July 25, 2026, at 9:00 AM, and Saturday, July 25, 2026, at 9:00 A.M. and notice of the agenda of the meeting was posted at the NCED Conference Center & Hotel, Salon Room G-H, located at 2801 E State HWY 9, the Norman Municipal Building at 201 West Gray and on the City website at least 48 hours prior to the beginning of the meeting.

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

CALL TO ORDER

Mayor Holman called the meeting to order at 9:38 a.m.

PRESENT
Mayor Stephen Holman
Councilmember Ward 1 David Gandesbery
Councilmember Ward 2 Jacy Deck
Councilmember Ward 3 Robert Bruce
Councilmember Ward 4 Helen Grant
Councilmember Ward 5 Trey Kirby
Councilmember Ward 6 Kyle Steele
Councilmember Ward 7 Kimberly Blodgett
Councilmember Ward 8 Scott Dixon

OTHERS PRESENT
Darrel Pyle, City Manager
Shannon Stevenson, Assistant City Manager
Jamie Meyer, City Clerk
Rick Knighton, City Attorney
Kathryn Walker, Assistant City Attorney

AGENDA ITEMS

1. DISCUSSION REGARDING PRIORITIES, GOALS, AND OBJECTIVES FOR CITY COUNCIL INCLUDING PRESENTATIONS AND UPDATES FROM STAFF RELATED TO COUNCIL PROTOCOL, ECONOMIC DEVELOPMENT, NEW LEGISLATION, CITY COUNCIL HANDBOOK, MEETING TIMES AND PUBLIC SAFETY.

   Council participated in a facilitated discussion with City staff regarding priorities, goals, objectives, and operational matters for the upcoming year. Staff provided information and responded to questions on a variety of topics related to Council procedures, communications, economic development, legislative changes, meeting practices, and public safety.

   Council reviewed protocols and expectations related to communications, including the use of social media by elected officials and communications conducted through City-issued and personal devices. Discussion included the use of cell phones and iPads for City business, records retention and open records considerations, and the importance of maintaining appropriate separation between personal and City communications.

   Staff also reviewed procedures related to executive sessions, including the appropriate use of executive sessions, confidentiality requirements, and Council expectations regarding information discussed during executive session. Council discussed the importance of maintaining confidentiality and following established procedures for matters authorized by law to be discussed in executive session.

   The City Council Handbook was reviewed as a resource for Councilmembers regarding Council protocols, meeting procedures, communications, legal requirements, and other responsibilities associated with serving on the City Council. Staff discussed proposed updates to the handbook based upon the discussion. A resolution formally adopting the updated City Council Handbook will be placed on a City Council agenda in August.

   Council discussed economic development and the City's approach to business recruitment, retention, redevelopment, and incentives. Discussion included the importance of establishing clear and consistent processes for evaluating economic development opportunities and considering the financial and community benefits associated with proposed projects.

   Staff provided an update regarding recent state legislation affecting municipalities. Discussion included the Oklahoma Building, Administration, and Licensing Development (BUILD) Act, which will become effective November 1, 2026, and its potential impacts on City development and permitting processes. Staff discussed the need to evaluate and prepare for operational or procedural changes necessary to comply with the new legislation.

   Ms. Phoebe Barbour, Attorney, Phillips Murrah, arrived and City Council agreed to pause this discussion until after the Executive Session to allow Ms. Barbour to present item two.

2. CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES TITLE 25 § 307(B)(4) TO DISCUSS PENDING LITIGATION ASSOCIATED WITH NORMAN MUNICIPAL AUTHORITY ET AL. V. FLINTCO ET AL., CASE CJ-2024-1343 JV; AND TO DISCUSS PENDING LITIGATION ASSOCIATED WITH OKLAHOMANS FOR RESPONSIBLE ECONOMIC DEVELOPMENT ET AL. V. CITY OF NORMAN ET AL., CASE NO. CJ-2026-1059 MT.

Motion to adjourn into Executive Session made by Councilmember Ward 4 Grant, Seconded by Councilmember Ward 8 Dixon.

Voting Yea: Mayor Holman, Councilmember Ward 1 Gandesbery, Councilmember Ward 2 Deck, Councilmember Ward 3 Bruce, Councilmember Ward 4 Grant, Councilmember Ward 5 Kirby, Councilmember Ward 6 Steele, Councilmember Ward 7 Blodgett, Councilmember Ward 8 Dixon

The Special Meeting was adjourned out of and an Executive Session was convened at 3:05 p.m. Mr. Darrell Pyle, City Manager; Ms. Shannon Stevenson, Assistant City Manager; Mr. Rick Knighton, City Attorney; Ms. Kathryn Walker, Assistant City Attorney; Ms. Jamie Meyer, City Clerk, and Ms. Phoebe Barbour, outside legal counsel from Phillips Murrah, were in attendance at the Executive Session.

Motion to adjourn out of Executive Session and back into Special Session was made by Councilmember Ward 4 Grant, Seconded by Councilmember Ward 7 Blodgett.

Voting Yea: Mayor Holman, Councilmember Ward 1 Gandesbery, Councilmember Ward 2 Deck, Councilmember Ward 3 Bruce, Councilmember Ward 4 Grant, Councilmember Ward 5 Kirby, Councilmember Ward 6 Steele, Councilmember Ward 7 Blodgett, Councilmember Ward 8 Dixon

The Executive Session was adjourned out of and the Special Session was reconvened at 5:02 p.m.

The Mayor said the pending litigation associated with Flintco, Case CJ-2024-1343 JV and Oklahomans for Responsible Economic Development, Case CJ-2026-1059 MT, were discussed in Executive Session. No action was taken and no votes were cast.

*****

Mayor Holman announced that the meeting would recess at 5:03 p.m. and reconvene in the same meeting room at 9:00 a.m. on Saturday, July 25, 2026, to finish the discussion on item one.

The Mayor reconvened the Special Meeting at 9:03 a.m. on Saturday, July 25, 2026.

Item 1, continued:

Council discussed the scheduling and start times of Council study sessions, conferences, and committee meetings, including considerations related to Councilmember and public accessibility, staffing, meeting support, and potential operational impacts. Councilmember Blodgett requested that the meetings be moved to 5:00 p.m. to better accommodate her work schedule and those of other Councilmembers. Mayor Holman noted that individuals seeking election to City Council are generally aware of the established meeting schedules and expressed concern that changes to meeting times could impact future candidates. Following discussion, direction was given to the City Clerk to implement the requested scheduling changes, with the understanding that meeting times could be revisited in the future if necessary.

Council also discussed public safety as an ongoing priority, emphasizing police and fire services, staffing and resource needs, emergency response capabilities, and the importance of ensuring that public safety infrastructure keeps pace with community growth. As part of the discussion, Council reviewed a memorandum from Mr. Kevin Foster, Chief of Police, and Mr. Joel Chesser, Deputy Fire Chief, regarding the importance of providing emergency vehicle access points along the proposed turnpike. Such access could improve emergency response times, provide additional route options for emergency personnel, and offer broader transportation benefits to the community. Following discussion, the consensus of Council was to continue discussions with the Oklahoma Turnpike Authority to obtain additional information regarding the recently proposed interchanges. Councilmember Kirby expressed opposition to continuing those discussions; however, the majority of Council supported further engagement with the Authority.

Throughout the discussion, Councilmembers identified priorities and areas requiring additional consideration or follow-up. Staff responded to questions and provided information regarding current City practices and initiatives. The discussion was intended to establish shared expectations, provide Councilmembers with information regarding City operations and procedures, and assist Council and staff in identifying priorities for the upcoming year.

Mayor Holman thanked everyone for their participation and team effort in this goal setting session. He said the City Clerk will prepare a final report of the proposed goals and priorities to distribute to Council.

Items submitted for the record:

1. Confidentiality Agreement for Executive Session
2. Memo from Police and Fire
3. Council Goals and Priorities Report

*****

ADJOURNMENT

The meeting was adjourned on Saturday, July 25, 2026, at 12:30 p.m.

ATTEST:

City Clerk

Mayor

CONFIDENTIALITY AGREEMENT FOR EXECUTIVE SESSION

This Confidentiality Agreement between the parties signing below establishes that all information discussed, heard, or read in the Norman City Council Executive Session on **_July 24, 2026_,** will not be released, copied, discussed, or shared in any manner with any individual other than City Council or staff members that were present in the Executive Session. Breach of this Confidentiality Agreement may result in personal liability and potential violation of the Oklahoma Open Meeting Act § 25-307; Executive Sessions.

I have read the above statement regarding confidentiality and agree to abide by it to the best of my ability.

Signed on _July 24, 2026_

Stephen Tyler Holman, Mayor

David Gandesbery, Councilor Ward 1

Jacy Deck, Councilor Ward 2

Robert Bruce, Councilor Ward 3

Helen Grant, Councilor Ward 4

Trey Kirby, Councilor Ward 5

Kyle Steele, Councilor Ward 6

Kimberly Blodgett, Councilor Ward 7

Scott Dixon, Councilor Ward 8

City Manager

Assistant City Manager

City Attorney

Assistant City Attorney

City Clerk

Honorable Mayor and Members of the Norman City Council
City of Norman
Norman, Oklahoma

Dear Mayor and Councilmembers:

We, the undersigned public safety officials, are writing to outline key operational concerns related to limiting access to a single interchange at Highway 9 if the proposed turnpike is constructed. This letter does not express support for or opposition to the project; our responsibility is to provide clear guidance on public safety implications.

From an emergency response perspective, multiple access points are essential. Serious crashes, hazardous materials incidents, medical emergencies, and other critical events on controlled-access highways require rapid response and timely hospital transport. If only one interchange is available, responders may need to travel significantly farther to enter or reach the turnpike, creating delays that increase risk for both victims and responders. Incidents involving congestion, weather, roadway blockages, or simultaneous emergencies would amplify these delays. Longer emergency travel distances also elevate the likelihood of collisions involving emergency vehicles and the public.

Key operational concerns include:

- Increased police, fire, and EMS response times
- Delayed access to life-threatening incidents
- Reduced flexibility during roadway blockages or severe weather
- Longer mutual aid and multi-agency response routes
- Slower hospital transport for injured individuals
- Loss of redundancy if the Highway 9 interchange becomes unusable
- Additional access points would also support broader transportation and community benefits directly tied to public safety:
- Reduced traffic on major east-west streets, lowering congestion, decreasing roadway wear, improving air quality, and offering east-side residents a reliable northbound commuting option
- Improved access to Lake Thunderbird, east Norman commerce areas, and the University of Oklahoma. Alameda Street's designation in the Aim Comprehensive Transportation Plan aligns with these potential connections, and the University has noted interest in improved access north of Highway 9
- Enhanced emergency response and evacuation capabilities, including faster access to more parts of the city and reduced burdens on local streets, which may extend roadway life and delay expensive widening projects

Our recommendation is not about the turnpike's construction but about ensuring that, if built, its design supports the highest level of public safety. Multiple interchanges would

reduce emergency response times, increase redundancy, and provide community-wide transportation benefits.

We respectfully urge the Council to consider these long-term implications when evaluating access points along the proposed route. Thank you for your attention to this matter.

Respectfully submitted,

Kevin Foster
Chief of Police, City of Norman

Joel Chesser
Deputy Fire Chief, City of Norman

COUNCIL GOALS & PRIORITIES
2026-2027

Final Report Submitted to City Council

TOP 3 PRIORITIES BY WARD	OVERALL RANKING	RANKING BY WARD AFTER RETREAT	ORIGINAL WARD REQUESTED
Implementing Parking Trust, Locations for Garages		4	1,4
Reduce Insurance Costs		1	1
Extend Bus Routes south in Ward 7		1	1
Affordable Housing			2
Stormwater Utility Rate		3,2	2
Central Library (resolve)		3,2	2
Homeless Shelter & Oversight	#2	8, 3,4,2,7	3
Economic Development Master Plan (Policy)	#3	5,8,4,2	3
Public Safety Data Transparency and Oversight		6	3,4
ADAPT Norman Program – Sustainability Plan		3,4	4
Water Security and Long-Term Sustainability		5	5
Equine Facility (find ways to grow revenue responsibly)		1,7	5,6,7
Public Safety Study/Ad Hoc Committee	#1	5,6,3,2,1	5,6
Hospital Access – Improvements to Tecumseh E/W traffic			6
Data Center – (policies) restrict large scale operations		5,6	6
Eliminate Personal Liability for Council with City Trusts		6	6
Extend Cedar Lane (west to Jenkins, Classen to Post Oak)		1	7
Lap Swimming at City pools (evenings) for those with disabilities/arthritis		7	7
Deannexation of Ward 5 from appx $60^{th}/72^{nd}/84^{th}$		8	8
Policy on protecting Reed Ave and Downtown from encampments		8	8
Main Street 2-Way Funding		8,4	4
TIF Policy Reform		6	4
Encampment Ban		5	5

City Council Committee Assignments:

1st Thursday @ 4:00 p.m. - BACA – Dixon
2nd Thursday @ 5:00 p.m. - Oversight – Grant
3rd Thursday @ 5:00 p.m. - Finance – Blodgett
4th Thursday @ 5:00 p.m. - CPTC – Holman/Gandesbery (Sept)

File Attachments for Item:

4. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2627-16 ON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, FIXING THE COMPENSATION OF THE CITY AUDITOR CONSISTENT WITH REQUIREMENTS FOR THE CITY MANAGER'S COMPENSATION IN ARTICLE XVIII, SECTION 1, OF THE CHARTER OF THE CITY OF NORMAN; DECLARING AN EMERGENCY AND PROVIDING FOR THE EFFECTIVE DATE FOR COMPENSATION TO BEGIN; AND PROVIDING FOR THE SEVERABILITY THEREOF.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: City Council

PRESENTER: Rickey J. Knighton II, City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2627-16 ON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, FIXING THE COMPENSATION OF THE CITY AUDITOR CONSISTENT WITH REQUIREMENTS FOR THE CITY MANAGER'S COMPENSATION IN ARTICLE XVIII, SECTION 1, OF THE CHARTER OF THE CITY OF NORMAN; DECLARING AN EMERGENCY AND PROVIDING FOR THE EFFECTIVE DATE FOR COMPENSATION TO BEGIN; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

In August 2022, the voters of Norman approved an amendment to the City's Charter creating the position of City Auditor to be an employee of the City Council, serving in an at-will capacity, and hired, supervised, and managed by the City Council. Voters recently approved additional changes to the Charter dealing with qualifications for the position. Council directed Staff to post the position with the revised qualifications and seek applicants. After conducting interviews and discussing the applicants, Council directed Staff to offer the position to Deborah Rohrbough. Ordinance O-2627-16 is presented to Council for the purpose of adoption of the compensation structure for this position, consistent with the City Manager and City Attorney compensation ordinances.

DISCUSSION:

The compensation set forth in Ordinance O-2627-16 is consistent with Council direction. The employment contract will be submitted as a companion item with adoption of the ordinance on Second and Final Reading on October 27, 2026. Ms. Rohrbough is anticipated to begin her position with the City of Norman in early November. In order for the ordinance to be effective when she begins her employment, an emergency clause is included which will require a separate vote of Council for final adoption.

RECOMMENDATION:

Ordinance O-2627-16 is submitted for Council consideration.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, FIXING THE COMPENSATION OF THE CITY AUDITOR CONSISTENT WITH REQUIREMENTS FOR THE CITY MANAGER'S COMPENSATION IN ARTICLE XVIII, SECTION 1, OF THE CHARTER OF THE CITY OF NORMAN; DECLARING AN EMERGENCY AND PROVIDING FOR THE EFFECTIVE DATE FOR COMPENSATION TO BEGIN; AND PROVIDING FOR THE SEVERABILITY THEREOF.

§ 1. WHEREAS, Section 1 of Article XVIII of the Charter of the City of Norman, Oklahoma, does provide that the City Council shall fix, by Ordinance, the compensation of the City Manager; and

§ 2. WHEREAS, Norman voters approved amendments to its Charter in August 2022, adding the position of City Auditor as an at-will employee of the City Council; and

§ 3. WHEREAS, after interviewing three qualified candidates, direction was given to the City Manager and City Attorney to bring a contract and ordinance forward appointing Deborah Rohrbough as the City Auditor; and

§ 4. WHEREAS, Council will consider Contract K-2627-82 during the same meeting it will consider this Ordinance O-2627-16 on Second and Final Reading; and

§ 5. WHEREAS, Ms. Rohrbough is able to begin her position as City Auditor on November 2, 2026, and as a result, an emergency clause is included with this Ordinance to ensure it goes into effect when she begins her employment with the City of Norman.

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

§ 6. That the salary and compensation of the City Auditor shall be and are hereby fixed at: an annual base salary of $137,622.94; a contribution to a qualified deferred compensation account in an amount equal to 15% per annum of annual base salary; a City-provided cell phone with monthly service and fees paid for by the City; standard employee health & dental benefits, term life insurance in the amount of $140,000; premium payments for short-term and long-term disability coverage; and a City contribution to a qualified retirement account in an amount that is equivalent to that provided for other non-union City employees; all pursuant to the terms and conditions of Contract K-2627-82.

§ 7. Emergency Clause and Effective Date. It is necessary for the immediate preservation of the peace, health, and safety of the City, and the inhabitants thereof, that the provisions of this Ordinance become operative prior to thirty days post-adoption, and therefore, an emergency is hereby declared to exist and this Ordinance shall be in full force and effect when Ms. Rohrbough begins her employment with the City of Norman after the passage and approval of this Ordinance by the Council on October 27, 2026.

§ 8. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

ADOPTED this _____ day of

_____, 2026.

_____
Mayor

NOT ADOPTED this _____ day of

_____, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

File Attachments for Item:

5. CONSIDERATION OF SUBMISSION, ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE CITY MANAGER'S CONTRACT AND CHANGE ORDER REPORT AND DIRECTING THE FILING THEREOF.

CITY OF NORMAN, OK
STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: Jamie Meyer, City Clerk

PRESENTER: Jamie Meyer, City Clerk

ITEM TITLE: CONSIDERATION OF SUBMISSION, ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE CITY MANAGER'S CONTRACT AND CHANGE ORDER REPORT AND DIRECTING THE FILING THEREOF.

office memorandum

DATE: 9/3/2026

TO: Darrel Pyle, City Manager
Shannon Stevenson, Assistant City Manager

FROM: Scott Sturtz, Director of Public Works

SUBJECT: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION OF WORK ORDER NO. 1 TO ON-CALL CONTRACT K-2526-87: BY AND BETWEEN THE CITY OF NORMAN AND WSB LLC, IN THE AMOUNT OF $10,100 FOR HIGH HAZARD DAM INSPECTION SERVICES

BACKGROUND:

The Oklahoma Water Resources Board (OWRB) regulates jurisdictional dams within the State of Oklahoma. High hazard-potential dams require periodic inspections by a qualified professional engineer to evaluate the condition of the dam and appurtenant structures and identify deficiencies that may affect the continued safe operation of the dam.

The City utilizes professional engineering services to assist with required inspections and evaluation of high hazard-potential dams. These inspections provide documentation of current conditions and recommendations for maintenance, repair, or additional evaluation when necessary.

On January 27, 2026, City Council approved Contract K-2526-87 with WSB LLC for on-call professional services. The agreement allows the City to issue individual work orders for professional services on an as-needed basis, with the specific scope, schedule, and compensation established by each work order.

DISCUSSION:

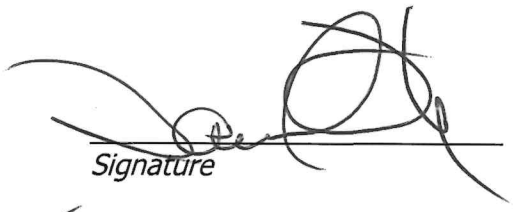
The proposed work order will authorize WSB LLC to perform high hazard dam inspection services for Sutton Wilderness Dam (OK12572) and Hall Park Dam (OK11090). The work will include review of available records, field inspection of the dam and appurtenant structures, documentation of observed conditions, identification of deficiencies, and preparation of the required inspection report and recommendations.

Funding for Work Order No. 1 is available within Professional Services Account 10550222-44099.

RECOMMENDATION No. 1:

City staff recommends approval of Work Order No. 1 to Contract K-2526-87 with WSB LLC, in the amount of $10,100, for high hazard dam inspection services.

9-22-24
Date


Signature

☑ APPROVED
☐ DISAPPROVED

BY: ☑ Darrel Pyle, City Manager
☐ Shannon Stevenson, Assistant City Manager

Cc: Scott Sturtz – Director of Public Works
Clint Mercer – Director of Finance
Jamie Meyer – City Clerk
Beth Muckala – Asst. City Attorney
Kris Cochran

office memorandum

WORK ORDER NO. PW1

This Work Order, dated the _____ day of _____, _____ (the "Effective Date"), between the City of Norman ("City") and WSB Engineering ("Contractor") (City and Contractor, together, the "Parties"), adopts and incorporates by reference the terms and conditions of the Agreement for On-Call Professional Services entered into on January 27, 2026, ("Agreement") by the Parties. Capitalized terms used by not defined in this Work Order shall have the meanings set out in the Agreement.

WHEREAS, pursuant to Section 3.1 of the Agreement, the Parties wish to enter into this Work Order for purposes of setting forth the rights and obligations regarding the provision of Services by Contractor for City of Norman High Hazard Dam Inspections hereinafter described as "Project" for purposes of this specific Work Order).

NOW THEREFORE, for good and valuable consideration contained herein, the exchange, receipt, and sufficiency of which are acknowledged, the parties agree as follows:

1. Scope of Services. Contractor shall perform those services set forth in Exhibit A attached hereto ("Services").

2. Compensation and Payment. In consideration for the performance of Services under this Work Order, City shall pay to Contractor in an amount and manner as set forth in Exhibit B attached hereto.

3. Schedule. Contractor shall perform the Services in accordance with the schedule set forth in Exhibit C attached hereto.

4. Termination. The term of this Work Order shall commence on the "Effective Date" and end upon the completion of the Services unless otherwise terminated in accordance with the Agreement.

5. [Other Work Order-Specific Terms and Conditions]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Contractor has caused this Work Order No. PW1 to be duly executed.

WSB Engineering (CONTRACTOR)

By: Brandon Claborn

Title: VP Environmental

Attest: N/A
Corporate Secretary

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, on this 19th day of August, 20 26, personally appeared Brandon Claborn, to me known to be the identical person who executed the foregoing instrument as an authorized representative of the Contractor, and acknowledged to me that they executed the same as their free and voluntary act for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

Michelle Gourd
Notary Public

My Commission Expires: 4/5/30
My Commission Number: 22004792

MICHELLE GOURD NOTARY PUBLIC # 22004792 EXP. 04/05/30 STATE OF OKLAHOMA

IN WITNESS WHEREOF, the City has caused this Work Order No. PW1 to be duly executed this 22 day of September, 2026.

[CITY OF NORMAN, OKLAHOMA]
(CITY)

By: _____
City Manager

Attest: _____
City Clerk – City of Norman

CITY OF NORMAN CORPORATE SEAL OKLAHOMA

Reviewed as to form and legality this 22 day of September, 2026.

_____
City Attorney

EXHIBIT A

SCOPE OF SERVICES

Scope of Services

For each dam (Sutton Wilderness Dam (OK12572) and Hall Park Dam (OK11090)), our scope of services will include, at a minimum:

- Perform an annual visual inspection of the dam by an Oklahoma licensed Professional Engineer experienced in dam safety.
- Inspect the embankments, crest, abutments, principal and emergency spillways, outlet works, toe drains, and other appurtenant structures.
- Document the condition of the dam, identify any observed deficiencies or maintenance concerns, and provide recommendations for corrective actions or additional evaluation, as appropriate.
- Complete the current OWRB Dam Inspection Checklist for the dam.
- Prepare a signed and sealed inspection report suitable for submission to the Oklahoma Water Resources Board.

Each inspection report will include, at a minimum:

- Executive Summary
- Dam and Watershed Information
- Visual Inspection Findings
- Structural Stability/Condition Assessment
- Operations and Maintenance Review
- Recommendations
- Color Photographs with Captions
- Figures and Location Maps, as appropriate
- Completed OWRB Dam Inspection Checklist

Assumption and Exclusions

- The owner will provide as-built drawings, the current Emergency Action Plan, previous, annual dam inspection reports, and available maintenance records for each dam prior to the site visit.
- The owner will provide reasonable site access to each dam, including access through any locked gates, and will coordinate the removal of vegetation obstructing visual inspection of critical features, if needed.
- This proposal assumes one inspection visit per dam; additional site visits, if requested or required due to site conditions, may be billed as additional services.
- This proposal does not include hydrologic/hydraulic capacity analysis, dam breach analysis, or structural/stability calculations beyond the visual structural stability assessment.
- Survey, mapping, or updated topographic data are not included; existing available record drawings and data will be used where applicable.

WO # PW1 to K-2526-87

EXHIBIT B
COMPENSATION

Lump Sum fee of **$10,100**.

EXHIBIT C
SCHEDULE

Dam Inspection Field Work	Completed by October 2nd, 2026
Dam Inspection Reports	Completed by October 23rd, 2026

August 4, 2026

Jason Murphy, Stormwater Program Manager
City of Norman
225 North Webster Ave.
Norman, OK 73070

Re: Sutton Wilderness Dam (OK12572) and Hall Park Dam (OK11090 Inspections 2026 Scope and Fee

Dear Mr. Murphy:

We appreciate the opportunity to provide you with a proposal for the annual dam inspections of Sutton Wilderness Dam and Hall Park Dam for the City of Norman. This proposal outlines our scope of services, project fees, schedule, and qualifications of the responsible Professional Engineer.

This project would include visual inspection and evaluation of the dam, review and reporting of maintenance records, reporting of the status of the Emergency Action Plan, and filing of the inspection report to the OK Water Resources Board.

Scope of Services

For each dam, our scope of services will include, at a minimum:

- Perform an annual visual inspection of the dam by an Oklahoma licensed Professional Engineer experienced in dam safety.
- Inspect the embankments, crest, abutments, principal and emergency spillways, outlet works, toe drains, and other appurtenant structures.
- Document the condition of the dam, identify any observed deficiencies or maintenance concerns, and provide recommendations for corrective actions or additional evaluation, as appropriate.
- Complete the current OWRB Dam Inspection Checklist for the dam.
- Prepare a signed and sealed inspection report suitable for submission to the Oklahoma Water Resources Board.

Each inspection report will include, at a minimum:

- Executive Summary
- Dam and Watershed Information
- Visual Inspection Findings
- Structural Stability/Condition Assessment
- Operations and Maintenance Review

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- Recommendations
- Color Photographs with Captions
- Figures and Location Maps, as appropriate
- Completed OWRB Dam Inspection Checklist

Assumption and Exclusions

- The owner will provide as-built drawings, the current Emergency Action Plan, previous, annual dam inspection reports, and available maintenance records for each dam prior to the site visit.
- The owner will provide reasonable site access to each dam, including access through any locked gates, and will coordinate the removal of vegetation obstructing visual inspection of critical features, if needed.
- This proposal assumes one inspection visit per dam; additional site visits, if requested or required due to site conditions, may be billed as additional services.
- This proposal does not include hydrologic/hydraulic capacity analysis, dam breach analysis, or structural/stability calculations beyond the visual structural stability assessment.
- Survey, mapping, or updated topographic data are not included; existing available record drawings and data will be used where applicable.

Project Fees

Work will be billed on a lump-sum basis with a total fee of **$10,100**. Engineering fees are as follows:

Sutton Wilderness Dam (OK12572)

Visual Inspection	$3,200
Report	$1,500
OWRB Filing Fee	$350
Visual Inspection	**$5,050**

Sutton Wilderness Dam (OK12572)

Visual Inspection	$3,200
Report	$1,500
OWRB Filing Fee	$350
Visual Inspection	**$5,050**

Schedule

The dam inspection date will be determined in coordination with City maintenance crews during late summer or fall. The final submittal is expected to be completed within 2 weeks from the inspection date.

Professional Engineer Qualifications

The inspection will be performed under the responsible charge of Zach Hollandsworth, PE, CFM Project Engineer with WSB. Mr. Hollandsworth has over 16 years of experience in dam safety engineering, including service with the Oklahoma Water Resources Board's Dam Safety Program and has conducted numerous dam safety inspections and prepared inspection report for dams across Oklahoma.

If you find this proposal acceptable, we will provide an agreement for your execution. If you have any questions or need any additional information, please contact me at Zach.Hollandsworth@wsbeng.com. We look forward to working with you on this project.

Sincerely,



Zach Hollandsworth, PE, CFM
Project Engineer

office memorandum

DATE: 9/14/2026

TO: Darrel Pyle, City Manager
Shannon Stevenson, Assistant City Manager

FROM: Scott Sturtz, Director of Public Works

SUBJECT: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION OF WORK ORDER NO. 2 TO ON-CALL CONTRACT K-2526-87: BY AND BETWEEN THE CITY OF NORMAN AND WSB LLC, IN THE AMOUNT OF $18,500.00 FOR DEVELOPMENT OF A FLOODPLAIN MANAGEMENT PLAN FOR THE MISTY LAKE DAM REHABILIZTIATION PROJECT

BACKGROUND:

Misty Lake Dam, located within the Summit Lakes and Summit Lake Villas Additions, is classified by the Oklahoma Water Resources Board (OWRB) as a high hazard dam. The City has been working with the Summit Lakes Property Owners Association and Summit Lake Villas Property Owners Association to complete required rehabilitation of the dam through a public-private partnership.

In 2024, the City pursued a High Hazard Potential Dam (HHPD) Grant as a subrecipient of OWRB, which received the federal grant award from the Federal Emergency Management Agency (FEMA). In June 2025, the City was notified that FEMA had awarded HHPD grant funding for the Misty Lake Dam Rehabilitation Project. As part of the HHPD grant program, a Floodplain Management Plan is required to address future flood risk in the area impacted by the project.

On January 27, 2026, City Council approved Contract K-2526-87 with WSB LLC for on-call professional services. The agreement allows the City to issue individual work orders for professional services on an as-needed basis, with the specific scope, schedule, and compensation established by each work order.

DISCUSSION:

The proposed work order will authorize WSB LLC to develop the Floodplain Management Plan required for the Misty Lake Dam Rehabilitation Project under the FEMA HHPD grant program. The plan will address the three required elements of the HHPD program: potential measures to reduce the adverse impacts of flooding; planning for flood fighting and evacuation; and public education and awareness of flood risk. WSB will coordinate with City staff and the dam owners during development of the plan and will provide draft and final documents consistent with the grant requirements.

The proposed fee for these services is $18,500.00. Funding is available in the Misty Lake Dam Repair Project capital account (DR0065, 50596666-46101).

office memorandum

The funds in this account were provided by the property owners associations and are being held by the City to administer the dam rehabilitation project and associated grant program requirements.

RECOMMENDATION No. 1:

City staff recommends approval of Work Order No. 2 to Contract K-2526-87 with WSB LLC, in the amount of $18,500.00, for development of the Floodplain Management Plan required for the Misty Lake Dam Rehabilitation Project.

Reviewed by: Jason Murphy – Stormwater Program Manager

9-22-26
Date

Signature

☑ APPROVED
☐ DISAPPROVED

BY: ☑ Darrel Pyle, City Manager
☐ Shannon Stevenson, Assistant City Manager

Cc: Scott Sturtz – Director of Public Works
Clint Mercer – Director of Finance
Jamie Meyer – City Clerk
Beth Muckala – Asst. City Attorney
Kim Coldiron

June 23, 2026

Jason Murphy, Stormwater Program Manager
City of Norman
225 N. Webster Ave.
Norman, OK 73069

Re: Fee Proposal for HHPD Floodplain Management Planning

Dear Mr. Murphy,

Thank you for contacting us about the production of a Floodplain Management Plan in support of the FEMA HHPD Rehabilitation project for Summit/Misty Lake Dam. Below is our scope and fee for services related to the development of this plan for the City of Norman.

Plan Development

The FY2024 High Hazard Potential Dam Rehabilitation Grant (HHPD) Notice of Funding Opportunity (NOFO) outlines the required elements of the Floodplain Management Plan. To be eligible for HHPD, subrecipients must have in place, (or will be developed not later than 2 years after the date of execution of a dam rehabilitation or removal project agreement and implemented not later than 2 years after the date of completion of a project) a floodplain management plan (FPMP) to reduce the impacts of future flood events in the area impacted by the project. The following outlines our proposed scope to provide plan complete with the three required parts of the FPMP as defined in the FY2024 NOFO for the City of Norman.

Part A: Potential measures to reduce the adverse impacts of flooding

Evaluate whether dam rehabilitation affects flood hazards and identify measures to address any adverse impacts. Because the rehabilitation maintains the reservoir's existing storage and outlet behavior, it does not increase downstream flood flows or stages; the analysis therefore focuses on documenting this no-adverse-impact finding and characterizing the existing 1% (100-year) floodplain in the approximate Zone A reach downstream. To keep the effort efficient, the study reuses existing inputs developed for the rehabilitation application: reservoir elevation-storage data, outlet-works details, and hydrologic parameters; along with road/culvert crossing geometry obtained from the ODOT database and available LiDAR for channel and floodplain geometry. The tasks below define the hydrologic, hydraulic, and consequence studies needed to support that determination and the limited, documentation-level mitigation and residual-risk discussion that follows.

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Part B: Plan for flood fighting and evacuation

Prepare a flood fighting and evacuation plan that is consistent with the dam's existing Emergency Action Plan and with NFIP criteria, along with any Federal, State, or local floodplain management standards that may be more restrictive. Using GIS, we will map the critical facilities, vulnerable populations, and transportation network located within the downstream inundation areas to establish where flood response efforts should be concentrated. Building on that mapping, the plan will set out an implementation framework for flood response, identifying the locations of flood fighting resources and the parties responsible for deploying them, and will include a discussion of the value an early warning system would provide to the affected community. The plan will also incorporate an evacuation component addressing both shelter-in-place and horizontal evacuation procedures, as well as recommendations for the frequency of drills and exercises needed to keep the flood fighting and evacuation procedures current and actionable.

Part C: Public Education and awareness of Flood Risk

Provide a description of a public education and outreach program for inclusion in the Floodplain Management Plan. This description will define the information provided to impacted property owners and residents in and near the floodplain both upstream and downstream of the dam, including an inventory of the recreational facilities, critical facilities, and transportation network susceptible to dam inundation flooding. It will identify the multimedia and social media measures used to reach the intended audience, as well as the locations where residents and property owners can obtain information on the flood hazards affecting them, flood warnings, evacuation procedures, and guidance for developing a personal flood avoidance plan. Finally, the program will integrate the evaluation of upstream and downstream floodplain extents into the planning and zoning process for new development that may be adversely impacted by the dam, including the incorporation of dam breach inundation mapping into subdivision plats to inform potential buyers of the flood hazard and encourage siting of building lots outside the inundation area.

Scope of Services

- Develop a Floodplain Management Plan addressing the three required parts of the FPMP as defined in the FY2024 HHPD NOFO.
- Coordinate with the City of Norman and the dam owner (HOA) during plan development. Includes two coordination meetings.

Deliverables

- Draft Floodplain Management Plan for City review.
- Final Floodplain Management Plan consistent with the FEMA HHPD Rehabilitation grant requirements for Summit/Misty Lake Dam (NIDID: OK12578), incorporating review comments.

Exclusions

- Breach inundation mapping (assumes existing mapping from the rehabilitation application/EAP is available for use).
- New LiDAR or topographic survey collection (assumes available LiDAR is sufficient).
- Detailed design of flood fighting or early warning infrastructure.
- Implementation of plan actions, drills, or public outreach activities (the scope covers planning and documentation only).
- Permitting or regulatory submittals beyond delivery of the completed plan.

Fee

The services described above can be completed for a lump sum of $18,500.

Schedule

The final submittal is expected to be completed within a total of 10 calendar weeks from the Notice to Proceed.

Thank you for your consideration.

Sincerely,



Zach Hollandsworth, PE, CFM
Zach.Hollandsworth@wsbeng.com
(405) 279-6468

WORK ORDER NO. PW2

This Work Order, dated the _____ day of _____, _____ (the "Effective Date"), between the City of Norman ("City") and WSB Engineering ("Contractor") (City and Contractor, together, the "Parties"), adopts and incorporates by reference the terms and conditions of the Agreement for On-Call Professional Services entered into on 1/27/2026, ("Agreement") by the Parties. Capitalized terms used by not defined in this Work Order shall have the meanings set out in the Agreement.

WHEREAS, pursuant to Section 3.1 of the Agreement, the Parties wish to enter into this Work Order for purposes of setting forth the rights and obligations regarding the provision of Services by Contractor for City of Norman High Hazard Dam Inspections hereinafter described as "Project" for purposes of this specific Work Order).

NOW THEREFORE, for good and valuable consideration contained herein, the exchange, receipt, and sufficiency of which are acknowledged, the parties agree as follows:

1. Scope of Services. Contractor shall perform those services set forth in Exhibit A attached hereto ("Services").

2. Compensation and Payment. In consideration for the performance of Services under this Work Order, City shall pay to Contractor in an amount and manner as set forth in Exhibit B attached hereto.

3. Schedule. Contractor shall perform the Services in accordance with the schedule set forth in Exhibit C attached hereto.

4. Termination. The term of this Work Order shall commence on the "Effective Date" and end upon the completion of the Services unless otherwise terminated in accordance with the Agreement.

5. [Other Work Order-Specific Terms and Conditions]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Contractor has caused this Work Order No. PW2 to be duly executed.

WSB Engineering (CONTRACTOR)

By: Brandon Clarke

Title: Vice President, ENV

Attest: _____
Corporate Secretary

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF Tulsa)

Before me, the undersigned, a Notary Public in and for said County and State, on this 8 day of September, 2026, personally appeared Brandon Clarke, to me known to be the identical person who executed the foregoing instrument as an authorized representative of the Contractor, and acknowledged to me that they executed the same as their free and voluntary act for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

_____
Notary Public

My Commission Expires: 6/12/29
My Commission Number: 25007039

RYAN COBLE NOTARY # 25007039 EXP. 06/12/29 PUBLIC STATE OF OKLAHOMA

WO # PW2 to K-2526-87

IN WITNESS WHEREOF, the City has caused this Work Order No. PW2 to be duly executed this 22 day of September, 2026

[CITY OF NORMAN, OKLAHOMA]
(CITY)

By: _____
City Manager

Attest: _____
City Clerk – City of Norman

CITY OF NORMAN CORPORATE SEAL OKLAHOMA

Reviewed as to form and legality this 22 day of September, 2026.

_____
City Attorney

WO # PW2 to K-2526-87

EXHIBIT A

SCOPE OF SERVICES

Scope of Services

- Develop a Floodplain Management Plan addressing the three required parts of the FPMP as defined in the FY2024 HHPD NOFO.
    - Part A: Potential measures to reduce the adverse impacts of flooding
    - Part B: Plan for flood fighting and evacuation
    - Part C: Public Education and awareness of Flood Risk
- Coordinate with the City of Norman and the dam owner (HOA) during plan development. Includes two coordination meetings.

Assumptions

- Existing breach inundation mapping from the HHPD application/EAP is available and suitable for use.
- Available LiDAR or topographic data is sufficient for the project; no new survey collection is needed.

Exclusions

- New breach inundation mapping.
- New LiDAR or topographic survey collection.
- Detailed design of flood fighting or early warning infrastructure.
- Implementation of plan actions, drills, or public outreach activities (scope covers planning and documentation only).
- Permitting or regulatory submittals beyond delivery of the completed plan.

WO # PW2 to K-2526-87

EXHIBIT B
COMPENSATION

Lump Sum fee of $18,500.

WO # PW2 to K-2526-87

EXHIBIT C

SCHEDULE

Draft Floodplain Management Plan	Completed by October 30th, 2026.
Final Floodplain Management Plan	Completed by November 20th, 2026.

K-2627-84

office memorandum

DATE: September 21, 2026

TO: Darrel Pyle, City Manager

THROUGH: Anthony Purinton, Assistant City Attorney AP

THROUGH: Chris Mattingly, Director of Utilities CM

THROUGH: Michele Loudenback, Environmental and Sustainability Manager JG for MLL 9/22/2

FROM: Michelle Chao, Environmental Programs Supervisor MC 9/21/26

RE: Industrial Pretreatment, SwiftComply Software Bundle

GOAL: Purchase the SwiftComply industrial pretreatment module to support the City of Norman's pretreatment program and efficiently manage industrial users, permits, inspections, sampling, and compliance activities within the same platform used for stormwater and FOG.

BACKGROUND:

The City currently uses SwiftComply to manage its municipal stormwater program, and the FOG module has been approved for implementation in FY2027. Expanding SwiftComply to include industrial pretreatment would allow DoERS to manage three environmental compliance programs on one platform.

Industrial pretreatment requires extensive tracking of industrial users, permits, inspections, sampling, compliance, and enforcement. Currently, permittees submit sampling results to the City, and staff manually enter the data into spreadsheets, requiring significant staff time and creating opportunities for errors. The SwiftComply pretreatment module would allow permittees to submit required reports electronically, with data available for export and automatic flags for out-of-compliance results. This would reduce data entry and administrative work, allowing staff to focus more on compliance review, inspections, and customer service.

PRICING:

Using SwiftComply for stormwater, FOG, and industrial pretreatment provides bundled pricing. The attached estimate includes a 10% platform discount on FOG and pretreatment annual subscriptions. The stormwater subscription also includes a 10% discount, with an additional $760 credit applied for the current year of service already paid by the City.

To include the industrial pretreatment module adds an additional one-time $6,000 professional services fee (includes module customization and implementation) and $5,400 annual subscription fee, with a 5% built-in annual price increase. Contract length of 2 years, with the ability to exit should insufficient funding be allocated.

Funding is available in the DoERS budget 1011343-44226.

RECOMMENDATION:

Staff recommends approval to purchase SwiftComply's industrial pretreatment module. Adding pretreatment to the City's existing stormwater and FOG software will centralize compliance management, reduce manual data entry and errors, improve access to program information, and provide permittees with a more efficient reporting process.

Approved by: _____ Not Approved: _____

Docusign Envelope ID: 3CBCACAD-C408-81F0-827D-1A32B438B066

Service Order

6701 Koll Center Pkwy Suite 250, Pleasanton, CA 94566
619.304.6022 - www.swiftcomply.com

Rep Name	Aimee Grove	Service Order #	AG-090326-1
Email	aimee.grove@swiftcomply.com	Create Date	09/03/26
Phone Number	562-419-6817	Valid Until	09/30/26

Customer Information

Customer	City of Norman OK	Contact	Michele Loudenback	Billing Contact	
Street Address	225 N Webster Ave	Title	Environmental & Sustainability Manager	Email	
City, St, Zip	Norman OK 73069	Email	michele.loudenback@normanok.gov	Phone	
Phone	405-292-9731	Phone	(405) 307-7130	PO # (If any)	

Services provided by SwiftComply:

One Time Professional Services

SKU	Description	Unit Price	Quantity	Total Price
SC-FOG-PS	SwiftComply FOG Professional Services	$3,600	1	$3,600
SC-IPP-PS	SwiftComply Pretreatment Professional Services	$6,000	1	$6,000
Total One-Time Service Fees				**$9,600**

Recurring Subscription Fees

SKU	Description	Unit Price	Quantity	Total Price
SC-FOG-P-1	FOG Annual Subscription (includes 10% platform Discount)	$5,400	1	$5,400
SC-IPP-P-!	Pretreatment Annual Subscription (includes 10% Platform Discount	$5,400	1	$5,400
SC-SW-B-3	Stormwater Annual Subscription (includes 10% platform discount)	$6,846	1	$6,846*
Discounts	Stormwater Bundled Discount (Year 1)- since already paid Year 1			-$760
Total Subscription Fees				$10,040

Pricing rates and stormwater platform discount are valid only if the contract is signed by 9/30/26.

**Stormwater Annual Subscription has already been paid for Year 1*

Service Order

6701 Koll Center Pkwy Suite 250, Pleasanton, CA 94566
619.304.6022 - www.swiftcomply.com

SWIFT COMPLY

Billing Details & Terms

Invoicing Schedule

	Billing Date	Amount(s)	Notes
Invoice 1	Contract Effective Date	$19,640	Including Professional Services and Year 1 Annual Subscriptions
Invoice 2	Renewal Date	$18,528	Year 2 Annual Subscriptions (includes 3 months free of stormwater)

Billing Terms & Conditions

Subscription Term	2 Year Contract
Yearly Increase	Annual increase of 5% beginning in Year 2
Payment Terms	Invoice 1 Due 100% on Contract Effective Date (Net 30). Subsequent invoices are due annually in advance.

Signatures	Customer		SwiftComply
Signature	[signature]	Signature	Signed by: Stefan Baerg 01938CB0A594492...
Name	DARREL PYLE	Name	Stefan Baerg
Title	CITY MANAGER	Title	Chief Revenue Officer
Date	9-29-26	Date	9/23/2026

General Terms & Conditions

1. **Taxes**
   The Service Fees and Billing amounts set forth above in this SwiftComply Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, SwiftComply shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to SwiftComply demonstrating Customer's exemption from such taxes.

2. **Agreement**
   This SwiftComply Service Order shall become binding upon execution by both Parties. The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this SwiftComply Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the SwiftComply Master Service Agreement attached hereto.

SWIFT COMPLY

SWIFTCOMPLY US OPCO INC.
MASTER SERVICES AGREEMENT

THIS SWIFTCOMPLY SERVICE AGREEMENT (THE ***"AGREEMENT"***) IS MADE AND ENTERED INTO BY AND BETWEEN SWIFTCOMPLY US OPCO INC. (***"SWIFTCOMPLY"***), A DELAWARE CORPORATION WITH ITS PRINCIPAL OFFICES AT 6701 KOLL CENTER PKWY SUITE 250, PLEASANTON, CA 94566 AND THE CUSTOMER IDENTIFIED BELOW (**"CUSTOMER"**). THE "TERMS AND CONDITIONS" ATTACHED TO THIS COVER PAGE (THE **"TERMS"**) SET FORTH THE GENERAL TERMS AND CONDITIONS GOVERNING USE OF THE SUBSCRIPTION SERVICE (COLLECTIVELY, WITH THIS COVER PAGE AND ANY SERVICE ORDER FORMS AND SOWS, THE **"AGREEMENT"**). THE AGREEMENT IS EFFECTIVE WHEN THIS COVER PAGE IS EXECUTED BY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES (THE **"EFFECTIVE DATE"**).

SwiftComply and Customer may hereinafter be referred to individually as a "**Party**" or collectively as the "**Parties**". The Parties have caused their duly authorized representatives to execute the Agreement (incorporating the Terms) as of the dates set forth below.

Customer: City of Norwalk	**SwiftComply US OPCO Inc.**
By (Signature):	**By (Signature):** Signed by: Stefan Baerg 01938CB0A594492...
Name (Printed): DARREL PYLE	**Name (Printed):** Stefan Baerg
Title: CITY MANAGER	**Title:** Chief Revenue Officer
Date: 9-24-26	**Date:** 9/23/2026

ACCEPTING THE TERMS

BY ACCEPTING THIS AGREEMENT, BY EXECUTING AN ORDER OR QUOTATION FORM THAT REFERENCES THIS AGREEMENT, THE CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE CUSTOMER IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE CUSTOMER REPRESENTS THAT IT HAS THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF THE CUSTOMER DOES NOT HAVE SUCH AUTHORITY, OR THE CUSTOMER DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, THE CUSTOMER MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

TERMS AND CONDITIONS

1. Definitions

1.1. ***"Account"*** means an access point for the SwiftComply Service that requires registration by the Customer.

1.2. ***"Customer Data"*** means any data provided to SwiftComply by or on behalf of Customer or any data entered or uploaded into the SwiftComply Service by or on behalf of Customer, including Sensitive Data entered or provided by

Customer. Customer Data specifically excludes SwiftComply Aggregated Data as well as any anonymized, customized, modified or derivative works related to the Customer Data.

1.3. ***"Customer State"*** means the state, commonwealth or territory in which the Customer is located.

1.4. ***"Customer Web Site"*** means any website owned and operated by Customer.

1.5. "***Delinquent Account***" means an Account for which payment has not been received by SwiftComply within the payment period specified in the applicable Service Order or this Agreement.

1.6. ***"Documentation"*** means any accompanying proprietary documentation made available to Customer by SwiftComply for use with the SwiftComply Service, including any documentation available online or otherwise.

1.7. "***Downtime***" means any period during which the SwiftComply Service is not available to Customer, excluding (a) scheduled maintenance of which SwiftComply has given at least 24 hours' notice and (b) unavailability due to circumstances beyond SwiftComply's reasonable control.

1.8. ***"Sensitive Data"*** means any Customer Data that is considered sensitive or confidential under applicable law or internal Customer policies, including but not limited to Social Security numbers, personal financial information, protected health information under HIPAA, or any data classified as sensitive personal information under relevant data protection laws.

1.9. ***"Software"*** means the object code and/or other executable code which are material elements of the SwiftComply Modules and SwiftComply Service.

1.10. "***Subscription Term***" means the duration for which the Customer has subscribed to the SwiftComply Service as specified in the applicable Service Order, including any renewals thereof.

1.11. "***Support***" means the technical and customer service assistance provided by SwiftComply in accordance with its standard support policies or as specified in the applicable Service Order.

1.12. ***"SwiftComply Aggregated Data"*** is defined in Section 14.2.

1.13. ***"SwiftComply API"*** means an application programming interface that provides access to specified content and functionality within certain SwiftComply Modules.

1.14. ***"SwiftComply Modules"*** means collectively all of the web applications hosted by SwiftComply and available via the SwiftComply Service, including but not limited to: *"SwiftComply Backflow", "SwiftComply Reclaimed Water", "SwiftComply Pretreatment", "SwiftComply FOG", "SwiftComply Stormwater", "SwiftComply Forms"*, and *"SwiftComply Multi-Modules."*

1.15. ***"SwiftComply Service"*** means the complete set of SwiftComply software and related materials including but not limited to the SwiftComply Modules, SwiftComply Aggregated Data, SwiftComply Websites, the Documentation and the Software.

1.16. ***"SwiftComply Web Site"*** means the websites owned and operated by SwiftComply and made available at the following URL: http://customer.swiftcomply.com, https://customer.c3swift.com/, and/or any successor site(s).

1.17. "***User***" means an individual authorized by Customer to access and use the SwiftComply Service under Customer's Account, subject to the limitations set forth in this Agreement.

2. Purchased Services

2.1. Provision of Purchased Services

*SwiftComply shall provide to the Customer the Swift Comply Service that is ordered by the Customer ("**Purchased Services**") on SwiftComply's invoice or quotation form (each a "**Service Order**") during a Subscription Term (as defined below), attached hereto as Appendix A.*

2.2. Subscription License

Unless otherwise stated in the applicable Service Order, the Purchased Services are purchased as a subscription license (the "**Subscription**") and non-transferrable to a third party.

3. SWIFTCOMPLY'S RESPONSIBILITIES

3.1. Provision of Service

So long as Customer has not breached this Agreement, SwiftComply will use commercially reasonable efforts to make the Purchased Service available to the Customer 24 hours per day, 7 days per week, except for planned downtime of which SwiftComply shall provide at least 24 hours notice via the Purchased Service and scheduled to the extent practicable during the weekend hours between 6 pm Friday and 3 am Monday Pacific Time. Any unavailability caused by circumstances beyond SwiftComply's reasonable control including but not limited to the malfunction of equipment, acts of God, act of government, flood, fire, earthquake, civil unrest, act of terror (collectively, "**Force Majeure**"), or the activities of third parties not under SwiftComply's control (including Internet and other service providers) is not the responsibility of SwiftComply. SwiftComply will make reasonable efforts to reduce to a minimum and mitigate the effect of any Force Majeure. SwiftComply has no liability whatsoever for any loss, damage, or inconvenience caused by Customer's inability to access or use the Purchased Services during any downtime or discontinuance of the Purchased Services.

SwiftComply reserves the right to enhance, update, and make changes (which changes could add or remove features or functionality) to the SwiftComply Services and to rollout such enhancements, updates, and changes to Customer at any time in connection with SwiftComply making such enhancements, updates, and changes commercially available to SwiftComply's other like customers. SwiftComply has made no promises or guarantees with respect to delivery of any future features or functionalities. Any discussions of any future features or functionalities, either prior to or following the agreement to this Agreement, are for informational purposes only, and SwiftComply has no obligation to provide any such features or functionalities.

3.2. Customer Data

Customer represents and warrants that it has obtained all data subjects' consent or otherwise has the full legal right necessary to provide the Customer Data to SwiftComply for SwiftComply's use as contemplated by this Agreement. Customer acknowledges that SwiftComply shall have no legal liability for its use and/or the display of the Customer Data as contemplated by this Agreement.

Customer Data shall remain the property of Customer, and Customer hereby grants SwiftComply a limited, perpetual, worldwide, irrevocable and royalty-free right to use, copy, modify, access, process, compile, and display the Customer Data within any SwiftComply Module(s) and for the purpose of providing the SwiftComply Service.

3.3. Software Uptime Agreement

SwiftComply endeavours to provide 99.9% uptime with respect to the Purchased Services in each calendar month during the Term, excluding:

(a) any scheduled maintenance times;
(b) factors outside SwiftComply's reasonable control; and
(c) downtime related to the Customer's or third party's hardware, software or services.

*If in any calendar month this uptime commitment is not met by SwiftComply and the Customer was materially impacted from a resulting disruption to the Purchased Services as determined in SwiftComply's sole discretion acting reasonably, SwiftComply shall provide, as the sole and exclusive remedy, a service credit equal to 25% of one month's fee for the use of the Purchased Service (the "**Credit**").*

3.4. Service Level Agreement

There are several ways to get support for using SwiftComply, including online knowledge base, technical support, services support, and community support options.

The Customer Success team technical and consulting support is available during its regular business hours on weekdays that are not legal American holidays. Regular business hours are listed below:

>> 7:00 am EST until 8:00 pm EST

The following targets will be used for response to support requests during active business hours:

Severity	Initial Response	Resolution	Updates
Critical	1 hour	Work continuously	Every business day
High	2 hours	As soon as possible	Every other business day
Medium	4 hours	Reasonable effort	Weekly
Low	Following business day	Reasonable effort	As appropriate

Severity indicators are defined as follows:

>> Critical - SwiftComply Production Environment is down and no workaround is available.
>> High - Major functionality is impacted or significantly degraded;. No workaround is available.
>> Medium - Partial or non-critical loss of functionality; workaround available.
>> Low - General questions, documentation help, or feature requests.

Updates will continue until the issue is resolved or there is a workaround in place. SwiftComply aims to resolve all issues expeditiously, but when an issue is difficult to solve and takes longer than one business day, SwiftComply will provide updates on its progress according to the schedule listed above.

4. CUSTOMER'S USE OF THE SERVICE

4.1. Service Access

Subject to the terms and conditions of this Agreement and as specifically set forth in the applicable SwiftComply Service Order(s), SwiftComply grants Customer a limited, revocable, non-exclusive, non-transferable, non-distributable, worldwide license during the Subscription Term to utilize the Purchased Service for the following functionality:

- **Content Delivery**: Customer may integrate, link and publish applicable public-facing content from the applicable SwiftComply Modules within one or more Customer Web Site(s);
- **Application Access**: Customer may access the SwiftComply Modules via Customer's Account to utilize the functionality provided within such SwiftComply Modules; and
- **API Access**: Customer may access the SwiftComply API to share data from the SwiftComply Modules within one or more Customer(s) database(s).

4.2. Authorized Users

The Customer agrees to maintain authorized users purchased under the Subscription as stated in the Service Order. Only Users that have access to an Account through a username and password for the Account may use the Account.

4.3. Email and Notices

At the time of ordering the Purchased Service from SwiftComply, the Customer shall identify the administrator(s) responsible for the Accounts (each an "**Administrator**"). The Customer agrees to provide SwiftComply with the Administrator's contact information including e-mail address. By providing the Administrator's e-mail address, the Customer agrees to receive all required notices electronically to the Administrator's e-mail address.

The Administrator shall be responsible on behalf of the Customer for managing the Accounts, maintaining all User information, and the Purchased Services used by the Customer. It is the Customer's sole responsibility to notify SwiftComply if the Customer changes or intends to change its Administrator(s).

4.4. Users: Passwords, Access, Data Usage, and Notifications

Customer shall protect its passwords and take full responsibility for Customer's own, as well as any third-party that Customer assigned user access to, use of the Customer Account(s). Customer is solely responsible for any and all of Customer's own activities or activities of any third-party that Customer authorized to have user access that occur under such Customer's Account(s), except for any activities performed by SwiftComply as set forth herein. Customer agrees to notify SwiftComply immediately upon learning of any unauthorized use of Customer's Account(s) or any other breach of security. From time to time, SwiftComply's support staff may log in to the Customer's Account(s) in order to maintain or improve the Purchased Service, including providing Customer assistance with technical or billing issues. Customer hereby acknowledges and consents to such access.

Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Purchased Service and shall promptly notify SwiftComply of such unauthorized access or loss/theft of any of its Users' login information.

Customer represents and warrants that Customer shall not provide or enter Sensitive Data to be displayed in any publicly available element of the SwiftComply Service. To the extent that Customer enters or uploads any Sensitive Data into the SwiftComply Service, Customer shall assume full responsibility for the disclosure of such Sensitive Data. SwiftComply is under no obligation to review and/or verify whether or not Customer Data includes Sensitive Data.

The Customer will be responsible for all electronic communications generated through the Purchased Service, including, but not limited to, Account registration and notices. The Customer is only entitled to access and use the Purchased Service and the Account for lawful purposes. Customer represents and warrants that (i) Customer will not use the Purchased Services for any illegal or unauthorized purpose and (ii) Customer's use of the Purchased Services will not violate any applicable law or regulation.

4.5. Restrictions

The Customer is responsible and liable for all activities conducted under its' Users' Accounts and ensuring their Users' compliance with this Agreement.

The Customer shall not:

(a) permit concurrent use of a single User Account, or time-sharing of the Purchased Service;

(b) post or transmit any Customer Data that contains viruses, worms, time bombs, Trojan horses or any other contaminating, corrupting or destructive features, or use the Purchased Service in an irresponsible manner that interferes with the proper working and normal operation of the Purchased Service, or detrimentally interferes with personal information or property of another;

(c) use any information obtained from the SwiftComply Services in a manner that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading;

(d) make improper use of SwiftComply's support services or submit false reports of abuse or misconduct;

(e) engage in any automated use of the SwiftComply Services, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools;

(f) harass, annoy, intimidate, or threaten any of SwiftComply's employees or agents engaged in providing any portion of the SwiftComply Services to Customer;

(g) copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, decompile or otherwise attempt to extract the source code or modify the Purchased Service in any manner or form; or

(h) transfer, sell, lease, rent, sublicense, resell or assign, in any way, all or a portion of, the Account and/or the Purchased Service to any third party (other than Users in accordance with Section 5.2).

For clarity, the Customer receives no right or license to any source code to the SwiftComply Service hereunder.

5. INTELLECTUAL PROPERTY

5.1. General

Both Parties may only use the other Party's intellectual property as expressly set forth herein. Nothing in this Agreement shall be construed in any manner to affect or modify either Party's ownership rights in any pre-existing or future works, trademarks, copyrights or technologies developed or created by either Party, including, without limitation, their respective proprietary software used in connection with the development and provision of their respective Websites, databases, systems, products and/or services. Unless specifically agreed by the Parties in writing, all intellectual property, including without limitation information that could become the subject of a patent, copyright or trade secret, developed by a Party in the context of performing its obligations under this Agreement shall be exclusively owned by that Party and the other Party shall cooperate with any reasonable requests to execute documents confirming such ownership.

5.2. Proprietary Rights Notice

The SwiftComply Service and all intellectual property rights in the SwiftComply Service are, and shall remain, the property of SwiftComply. All rights in and to the SwiftComply Service not expressly granted to Customer in this Agreement are hereby expressly reserved and retained by SwiftComply without restriction, including, without limitation, SwiftComply's right to sole ownership of the SwiftComply API, SwiftComply Modules, SwiftComply Aggregated Data, SwiftComply Websites, Documentation and Software. Without limiting the generality of the foregoing, Customer agrees not to (and to not allow any third party to): (a) sublicense, copy, distribute, rent, lease, lend or use the SwiftComply Service outside of the scope of the license granted herein or make the SwiftComply Service available to any third party or use the SwiftComply Service on a service bureau time sharing basis; (b) copy, modify, adapt, alter, translate, prepare derivative works from, reverse engineer,

disassemble, or decompile the SwiftComply Service or otherwise attempt to discover or reconstruct any source code, underlying ideas, algorithms, file formats, program interfaces or other trade secrets related to the SwiftComply Service; (c) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the SwiftComply Service for any purpose without the express written consent of SwiftComply; (d) register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features, copyrights or other proprietary rights associated with SwiftComply other than in the name of SwiftComply; or (e) modify, remove, obscure, or alter any notice of copyright, trademark, or other proprietary right or legend appearing in or on any item included with the SwiftComply Service; (f) build a commercial product or service using similar ideas, features, functions, or graphics of the SwiftComply Services or that is otherwise competitive with the Purchased Services; or (g) do anything prohibited under Section 4.5. If the use of the SwiftComply Service is being purchased by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the SwiftComply Service, including its rights to use, modify, reproduce, release, perform, display or disclose any elements of the SwiftComply Service, will be subject in all respects to the commercial license rights and restrictions provided in this Agreement.

5.3. Customer Feedback

*The Customer acknowledges that any ideas, suggestions, concepts, processes or techniques that it provides to SwiftComply related to the SwiftComply Services or SwiftComply's business (the "**Feedback**") shall become SwiftComply's property without any compensation or other consideration payable to the Customer by SwiftComply, and the Customer does so of its own free will and volition. SwiftComply may or may not, in its sole discretion, use or incorporate the Feedback, in whatever form or derivative that SwiftComply may decide, into the SwiftComply Service, documentation, business or other products. The Customer hereby assigns all rights on a worldwide, exclusive basis in perpetuity to SwiftComply in any Feedback and, as applicable, waives any moral rights to the Feedback.*

6. PURCHASED SERVICES AND PAYMENT

6.1. Term of Agreement

The duration of this Agreement shall be defined in accordance with the Term set forth in all applicable Service Order(s). The Term shall commence upon the Start Date set forth in the first SwiftComply Service Order executed between the Parties and shall continue in full force and effect until the termination or expiration of all applicable SwiftComply Service Order(s) (the "**Term**").

6.2. Term of Subscriptions and Renewal

*The term of each Subscription (the "**Subscription Term**") shall be as set out in the applicable Service Order, attached hereto as Appendix A.*

6.3. Service Fees

The Customer shall pay SwiftComply the fees specified on the Service Order (the "**Fees**"). Fees are based on Purchased Services consisting of subscription fees, usage fees, and implementation fees and are non-refundable. Purchased Services cannot be decreased during the Subscription Term.

6.4. Invoicing and Payment

Billing for the Purchased Services will be in advance on an annual (twelve months) basis. Unless otherwise stated in the Service Order, invoiced charges are due net-30 days from the invoice date (the "**Due Date**"). The Customer is responsible for providing complete and accurate billing and contact information to SwiftComply and notifying SwiftComply of any changes to such

information. Customer will be charged $50 for payments by checks that are returned due to insufficient funds. Any late payments will accrue interest equal to one and one-half percent (1.5%) per month, or the maximum amount allowable under law, whichever is less, compounded monthly. SwiftComply shall be entitled to recover all reasonable costs of collection (including agency fees, attorneys' fees, in-house counsel costs, expenses and costs) incurred in attempting to collect payment from Customer.

If the Customer fails to pay the invoice on or before the Due Date, SwiftComply may, at its sole discretion, declare the Account delinquent (a "**Delinquent Account**").

6.5. Applicable Taxes, Duties and Tariffs

Customer is solely responsible for all applicable sales, use and other taxes and similar charges based on or arising from this Agreement or any SwiftComply Service Order. In the event that Customer is exempt from sales tax, Customer will provide SwiftComply with a tax-exempt certificate upon request.

7. TERMINATION AND SUSPENSION

7.1. SwiftComply's Right to Suspend the Account

Without limiting any other remedies, SwiftComply reserves the right to immediately suspend the Customer's Account and access to and use of the Purchased Service under the following conditions:

- *The Account becomes a Delinquent Account; or*
- *SwiftComply reasonably concludes that the Account is being used to engage in denial service attacks, spamming, or illegal activity, and/or use of the Account is causing immediate, material and/or ongoing harm to SwiftComply and others.*

In the extraordinary event that SwiftComply suspends the Customer's access to the Purchased Service, SwiftComply will use commercially reasonable efforts to limit the suspension to the offending portion of the Purchased Service and resolve the issues causing the suspension of the Purchased Service. SwiftComply shall be under no obligation to compensate Customer for any losses or adverse results that are due to the suspension of Customer's or a User's access to the Purchased Services or its Accounts in accordance with this Section 7.1.

7.2. Termination for Cause/Expiration

*Either Party (the "**Complaining Party**") may immediately terminate this Agreement and all Service Orders issued hereunder in the event the other Party (the "**Breaching Party**") commits a material breach of any provision of this Agreement which is not cured within thirty (30) days of written notice from the Complaining Party. Either Party may terminate this Agreement if the other Party is involved in insolvency proceedings, receivership, bankruptcy, or assignment for the benefit of creditors.*

Such notice by the Complaining Party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the Breaching Party an opportunity to cure such alleged breach and shall be sent to the Breaching Party in accordance with the notice requirements set out in Section 14.13 below.

Upon termination or expiration of this Agreement, Customer shall have no rights to continue use of the Purchased Service. If this Agreement is terminated as a result of SwiftComply's breach of this Agreement, then Customer shall be entitled to a refund of the pro rata portion of any subscription fees paid by Customer to SwiftComply under this Agreement for the terminated portion of the Term.

7.3. Termination for Non-Appropriation of Funds

If Customer fails to receive sufficient appropriation of funds for continuation of this Agreement or like services, Customer may unilaterally terminate this Agreement upon thirty (30) days written notice to SwiftComply. Non-appropriation of funds as used herein means a level of funding that results in less funding than that which was allocated for the Purchased Services in the immediately preceding fiscal year. Customer will not be entitled to a refund or offset of previously paid, but unused fees.

7.4. Handling of Customer Data Upon Termination

Effective upon cancellation of the Account, SwiftComply may deactivate the Account and be entitled to delete the Account and the Customer Data from the Purchased Service on the date the Subscription Term expires. The Customer further agrees that SwiftComply shall not be liable to the Customer nor to any third party for any termination of the Customer's access to the Purchased Service or deletion of the Customer Data, provided that SwiftComply is in compliance with the terms of this Section 7.4. *It is the responsibility of the Customer to obtain a full data export, screen captures and download all necessary reports and any other Customer data, should the Customer wish to keep the data.*

Customer shall cease use of the SwiftComply Service and shall remove all links from the Customer Web Site(s) to any content provided by the SwiftComply Modules.

Any outstanding fees shall become immediately due and payable, and termination of this Agreement shall not relieve Customer from its obligation to pay to SwiftComply any such fees.

8. PRICE AND SERVICE CHANGES

8.1 Professional Services Fees

SwiftComply shall provide the professional service as defined in the Scope of Work ("SOW"), Appendix B, in a professional manner, consistent with industry standards. Unless otherwise agreed upon by both Parties, or as the result of a delay on

the part of SwiftComply, the obligation to provide professional services to the Customer expires the earlier of:

1) completion of the professional services described in the SOW

2) 12 months from the effective date of the relevant Service Order

Additional professional services required as a result of add-on feature purchases or as a result of implementation delays outside SwiftComply's control will require a subsequent Change Order which will outline fees and services required.

8.2 Travel Costs

Unless noted otherwise, this quotation does not include any travel, lodging, or on-site expenses. If such travel is required and subsequently authorized, SwiftComply's standard travel and per diem rates shall apply. SwiftComply must receive pre-approval from Customer prior to incurring travel costs. Air travel, rental car (with associated fuel and parking costs), and lodging costs shall be reimbursed at cost. SwiftComply is not responsible for unpredictable (including commercial airline travel) delays which may increase travel cost.

9.0 Confidentiality

Subject to any applicable open public records laws in the Customer State, each Party will keep the specific terms of this Agreement confidential, including the contents of the schedules and exhibits, and not disclose any portion of them to any third party (other than to its attorneys, accountants, advisors and potential investors who are bound to keep such information confidential) without the other Party's prior written consent, except as required by law, including but not limited to open public record laws.

In addition, in connection with the negotiation and performance of this Agreement, a Party (the "**Receiving Party**") may receive information from the other Party (the "**Disclosing Party**") which is confidential or proprietary in nature, including without limitation information about a Party's products, systems and services ("**Confidential Information**"). The Receiving Party agrees that, during the term of this Agreement and for a period of three (3) years thereafter, it will keep the Confidential Information in strictest confidence and protect such Confidential Information by similar security measures as it takes to protect its own Confidential Information of a similar nature, but in no event shall the Receiving Party take less than reasonable care with the Confidential Information of the Disclosing Party. The Receiving Party also agrees that it will not use any Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement. The term "**Confidential Information**" shall not include information which A) is or becomes generally available to the public without breach of this Agreement, B) is in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, C) becomes available from a third party not in breach of any obligations of confidentiality, or D) is independently developed by the Receiving Party.

In the event the Receiving Party is required by law and/or a valid court order or subpoena to disclose any portion of Confidential Information of the Disclosing Party, such disclosure shall not be a breach of this Agreement provided that the Receiving Party gives the Disclosing Party prior written notice of such disclosure requirement, cooperates fully with the Disclosing Party in seeking to obtain confidential treatment for such disclosure and to minimize the extent of such disclosure, and discloses only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

The Parties recognize that the disclosure or use of a Disclosing Party's Confidential Information by the Receiving Party in violation of the provisions of this Section 9 may cause irreparable injury to the Disclosing Party; therefore, in the event either Party breaches the provisions of this Section 9, the other Party, in addition to any other remedies it may have, shall be entitled to seek preliminary and permanent injunctive relief without the necessity of posting a bond.

10. Warranties

10.1 SwiftComply Warranties

SwiftComply represents and warrants that: (i) the Purchased Service shall be provided in accordance with, and shall not violate applicable laws, rules or regulations; (ii) by using the Purchased Service, Customer will not violate or in any way infringe upon the personal or proprietary rights of any third party; (iii) to SwiftComply's knowledge, the Purchased Service does not contain any virus, worm, Trojan horse, time bomb or similar contaminating or destructive feature; and (iv) SwiftComply holds all necessary rights to permit the use of the Purchased Service and all components thereof provided to Customer under this Agreement.

SwiftComply warrants that (a) the Service will achieve in all material respects the functionality described in the applicable technical documentation for the Service that is provided from time to time by SwiftComply to the Customer (the "**Help Documentation")**, and (b) SwiftComply will not materially decrease the functionality of the Service subscribed to under a Subscription during the applicable Subscription Term.

The Customer's sole and exclusive remedy for SwiftComply's breach of the warranties set out in this Section 10.1 shall be that SwiftComply be required to use commercially reasonable efforts to modify the Purchased Service to achieve in all material respects the functionality as described in the Help Documentation and, if SwiftComply is unable to restore such functionality, the Customer shall be entitled to terminate this Agreement and receive a pro-rata refund of the subscription fees paid under this Agreement for the Subscription for the terminated portion of the Subscription Term.

10.2 Disclaimer of Warranty

SWIFTCOMPLY WARRANTS THAT THE PURCHASED SERVICE WILL BE DELIVERED IN A PROFESSIONAL AND WORKMANLIKE MANNER SUBSTANTIALLY IN ACCORDANCE WITH THE STATEMENT OF WORK SET FORTH IN THE APPLICABLE PURCHASED SERVICE ORDER AND THAT THE PURCHASED SERVICE WILL OPERATE IN ALL MATERIAL RESPECTS AS DESCRIBED IN ITS PRODUCT DESCRIPTIONS AND/OR DOCUMENTATION. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT,

INCLUDING ANY APPLICABLE SWIFTCOMPLY SERVICE ORDER, SWIFTCOMPLY MAKES NO ADDITIONAL WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, AVAILABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS.

FOR THE PURPOSES OF THIS SECTION 10.2, "SWIFTCOMPLY" INCLUDES SWIFTCOMPLY'S DIVISIONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, PARENT COMPANIES AND THEIR (INCLUDING SWIFTCOMPLY'S) EXECUTIVES, DIRECTORS, OFFICERS, ATTORNEYS, MANAGERS, EMPLOYEES, CONSULTANTS, CONTRACTORS, AGENTS, AFFILIATES, RESELLERS, THIRD PARTY PROVIDERS, MERCHANTS, LICENSORS AND THE LIKE.

11. LIMITATION AND EXCLUSION OF LIABILITY

11.1 Limitation of Liability

(a) NEITHER SWIFTCOMPLY NOR CUSTOMER WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION CONTAINED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE SUBSECTION (b) OF THIS SECTION 11.1.

(b) EACH PARTIES' TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE CUMULATIVE FEES PAID BY CUSTOMER TO SWIFTCOMPLY IN THE PRECEDING TWELVE (12) MONTHS.

(c) THE LIMITATIONS OF SUBSECTION 11.1(a) AND 11.1(b) SHALL NOT APPLY TO THE EXTENT THAT THE CAUSE OF ACTION GIVING RISE TO THE CLAIM ARISES FROM:

I. A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT; OR

II. CLAIMS FOR FEES OWED TO SWIFTCOMPLY UNDER THIS AGREEMENT AND ANY COST, EXPENSE OR FEES INCURRED IN THEIR COLLECTION; OR

III. A PARTY'S FRAUD; OR

IV. A PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE.

FOR THE PURPOSES OF THIS SECTION 11.1, "PARTY" INCLUDES EACH PARTY'S DIVISIONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, PARENT COMPANIES AND THEIR EXECUTIVES, DIRECTORS, OFFICERS, ATTORNEYS, MANAGERS, EMPLOYEES, CONSULTANTS, CONTRACTORS, AGENTS, AFFILIATES, RESELLERS, THIRD PARTY PROVIDERS, MERCHANTS, LICENSORS AND THE LIKE.

12 INSURANCE

12.1 Coverage. SwiftComply shall, at its own expense, maintain insurance coverage throughout the term of this Agreement, with limits of liability not less than the following:

- **General Liability Insurance**: $2,000,000 USD per occurrence for bodily injury, property damage, personal injury and contractual liability.

- **Professional Liability Insurance (Errors & Omissions):** $3,000,000 USD in the aggregate, covering claims arising out of the performance or failure of the software, including any negligent acts, errors, or omissions.
- **Cyber Liability Insurance**: $3,000,000 USD in the aggregate for losses due to data breaches, cyber incidents, or unauthorized access.
- **Automobile Liability Insurance**: $2,000,000 USD per occurrence for any vehicles used in relation to the services or products provided.
- **Workers Compensation Insurance:** $1,000,000 USD in the aggregate for each accident, disease or other claim by employees

SwiftComply shall maintain commercial general liability insurance, cybersecurity insurance, professional liability insurance and auto liability insurance in amounts that are consistent with industry standards. SwiftComply shall maintain Worker's Compensation insurance as required by law.

12.2 Proof of Insurance. Upon execution of this Agreement and reasonable request thereafter, SwiftComply shall provide the Customer with certificates of insurance evidencing the coverage specified in 12.1. SwiftComply shall provide at least 30 days prior written notice to the Customer of any cancellation, non-renewal, or material change in the policy.

13 INDEMNIFICATION

13.1 Indemnification by SwiftComply

At SwiftComply's cost, SwiftComply agrees to indemnify, hold harmless and defend Customer against any cost, loss or expense (including attorney's fees) resulting from any claims by third parties for loss, damage or injury (each, a "**Claim**") arising out of or relating to *(i) bodily harm (including death) or damage to real or tangible property, (ii) patent or copyright infringement or (iii) SwiftComply's gross negligence or willful misconduct; provided, however, that SwiftComply shall have no obligations under this Section 13.1 if and to the extent any such Claim or other expenses are based on: (a) SwiftComply's compliance with any explicit instructions, requests, or specifications provided by Customer; (b) the combination of the SwiftComply Services with any product, software, or service not provided by SwiftComply; (c) Customer's continued use of the SwiftComply Services after SwiftComply has provided the Customer with a new version or update to such SwiftComply Services that no longer infringes; (d) Customer's misuse of the SwiftComply Services (including any use outside of the express scope of the licenses granted hereunder); or (e) any Customer Data* or *Sensitive Data (each of (a)-(e) hereof, an "**Excluded Claim**"). In such a case, Customer will promptly provide SwiftComply with written notice of such Claim.* Customer shall cooperate as fully as reasonably required in the defense of any Claim. Customer reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by SwiftComply. Notwithstanding the foregoing, unless the settlement involves no cost, loss or continuing liability to Customer, SwiftComply shall not settle any Claim, without the written consent of Customer, such consent not to be unreasonably withheld or delayed.

13.2 Indemnification by Customer

At Customer's cost, Customer agrees to indemnify, hold harmless and defend SwiftComply against any Claim arising out of or relating to (i) any use (except to the extent SwiftComply is obligated to indemnify Customer as provided in Section 13.1) or misuse of the SwiftComply Services by Customer or any of their Users; (ii) breach of this Agreement by Customer or its Users; or (ii) Customer's gross negligence or willful misconduct.

14 GENERAL

14.1 Interpretation of this Agreement

The term "including," wherever used in any provision of this Agreement, means "including but without limiting the generality of any description preceding or succeeding such term." Any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the construction or interpretation of this Agreement.

The division of this Agreement into sections/paragraphs, and the insertion of headings/captions, are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement or be deemed a part of this Agreement.

14.2 Anonymized Data Usage

SwiftComply may collect, analyze, and aggregate data derived from the use of the SwiftComply Service across its customer base, provided that such data is de-identified and does not contain any information that could reasonably be used to identify Customer or any individual ("**SwiftComply Aggregated Data**"). Both during and after the Term, SwiftComply may use such SwiftComply Aggregated Data for any lawful purpose, including to improve the SwiftComply Service, develop new features or offerings, train internal data models, and for industry research and benchmarking purposes. SwiftComply Aggregated Data may be processed or stored outside of SwiftComply's production environment, provided that appropriate technical and organizational measures are implemented to maintain data confidentiality and integrity.

14.3 Marketing

Customer agrees that SwiftComply may utilize Customer's name solely to identify it as a SwiftComply Customer on the SwiftComply Web site, in client lists and other marketing materials. Any other uses of Customer's name and/or logo (other than as included in the content and/or other items furnished to SwiftComply by Customer) shall require Customer's prior written consent.

14.4 Inurement

The rights and liabilities of the Parties under this Agreement shall bind and inure to the benefit of the Parties' respective successors, executors, and administrators, as the case may be.

14.5 Assignment

Neither Party will assign this Agreement in whole or in part to any third party without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement without such consent to any subsidiary or parent company of such Party or to any successor by way of any merger, consolidation or other corporate reorganization of such Party or sale of all or substantially all of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of the assigning Party under this Agreement.

14.6 Governing Law

This Agreement shall be governed by the applicable laws in the Customer State, without regard to conflict of laws rules.

The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. The Software is controlled by U.S. Export Regulations, and it may not be exported to or used by embargoed countries or individuals.

14.7 Dispute Resolution

In the event of any dispute arising out of or relating to and/or in connection with this Agreement, the Parties' project managers shall use every reasonable effort to resolve such dispute in good faith within 10 Business Days. If the project managers have failed to resolve the dispute within such time frame, then the dispute shall be escalated to the next escalation level. At each

*escalation level, the designated executives shall negotiate in good faith in an effort to resolve the dispute. For the purposes of this Agreement, a "**Business Day**" means a day other than a Saturday, Sunday, or statutory holiday in the United States. Any dispute during the course of a professional services engagement will be resolved through corresponding escalation path defined in Statement of Work.*

Escalation Level	***SwiftComply Management Level: Ongoing***	***SwiftComply Management Level: During Engagement***	***Customer Management Level***	***Period of Resolution Efforts***
First Level	*Account Manager*	*Project Manager*	*Project Manager*	*10 Business Days*
Second Level	*Head of Customer Success*	*Head of Services*	*Manager*	*10 Business Days*
Third Level	*CRO*	*CEO*	*Director*	*10 Business Days*

14.8 Severability

If any provision or portion of this Agreement is found by a court of competent jurisdiction to be unenforceable, invalid, or void for any reason, the remainder of this Agreement shall continue in full force and effect.

14.9 Independent Contractors

Nothing in this Agreement shall be construed as creating a partnership or relationship of employer and employee, principal and agent, partnership or joint venture between the Parties. Each Party will be deemed an independent contractor at all times and shall have no right or authority to assume or create any obligation on behalf of the other Party, except as may be expressly provided herein.

The Customer must not, in any way, misrepresent the Customer's relationship with SwiftComply, attempt to pass itself off as SwiftComply, or claim that the Customer is SwiftComply.

14.10 Injunction

The Customer acknowledges and agrees that money damages are not an adequate remedy for any breach or threatened breach related to SwiftComply's rights or the Customer's use of the Purchased Service beyond the rights granted to Customer in this Agreement. The Customer therefore agrees that in addition to other remedies available hereunder, by law or otherwise, SwiftComply shall be entitled to an injunction against any such breach by the Customer.

14.11 Cooperative Statement

Other government or municipal organizations may elect to participate in this Agreement (piggyback) at their discretion, provided SwiftComply also agrees to do so.

14.12 Compliance with Laws

Each Party shall comply with all applicable laws in relation to its obligations or performance under this Agreement. Customer specifically agrees to comply with all export control, embargo, and sanctions laws and regulations of the United States and any other applicable jurisdiction (the "**Export Control Laws**"). Customer will not violate, and will not cause SwiftComply to violate, any Export Control Laws. Licenses or other authorizations required for the transfer of goods or services will be the responsibility of Customer unless otherwise indicated in this Agreement, in which event Customer shall provide all

information as may be requested by SwiftComply to enable SwiftComply to obtain such licenses or authorizations. Each Party specifically agrees to comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act. Neither Party nor any of its subcontractors will, directly or indirectly, provide, or offer to provide anything of value to or for the benefit of any official or employee of a governmental authority to obtain or retain any contract, business opportunity, or other benefit, or to influence any act or decision of that person in her/his official capacity.

14.13 Notices

All notices, requests, or other communications between the Parties that are required or permitted hereunder will be in writing and will be given by: (a) delivery in person or by prepaid courier service with a nationally recognized courier company, (b) delivery by registered or certified mail, postage prepaid, return receipt requested, (c) by confirmed fax, or (d) email to the address and/or fax number set forth in the applicable SwiftComply Service Order. A Party may change the street or email address or fax number to which notice is to be sent by giving written notice of such change. Notices will be deemed given when received as evidenced by verification from the courier company, the mail or confirmation of email receipt or fax confirmation.

Notice to Company

Any and all notices to SwiftComply from the Customer must be given by in writing, e-mail, first class postal service (postage prepaid), or by pre-paid commercial courier delivered to SwiftComply at:

SwiftComply Inc.
6701 Koll Center Pkwy, Suite 250
Pleasanton CA, 94566
email: accounts@swiftcomply.com

15 Complete Agreement

This Agreement constitutes the complete understanding and agreement between the Customer and SwiftComply. Except when expressly agreed to the contrary in signed writing by an authorized representative of SwiftComply, this Agreement supersede any other written (including digitized/computerized) agreement, oral agreement, and/or agreement by conduct. This Agreement or any other specific agreement for the SwiftComply Service between SwiftComply and the Customer shall each be exclusively between SwiftComply and the Customer only and shall not confer any rights in any third party.

16 Survival

Sections 4.5, 5, 6.3, 6.4, 6.5, 10.2, 11, 13 and 15 shall survive any termination or expiration of this Agreement.

office memorandum

DATE: October 7, 2026

TO: Darrel Pyle, City Manager
Shannon Stevenson, Assistant City Manager

FROM: Jason Murphy, Stormwater Program Manager

THROUGH: Scott Sturtz, Director of Public Works

SUBJECT: FEMA Flood Mitigation Assistance - Swift Current Grant Application

BACKGROUND:
The Oklahoma Department of Emergency Management (OEM) recently notified the City of Norman of an opportunity to apply for funding through FEMA's Flood Mitigation Assistance (FMA) Swift Current program. The program provides funding for mitigation of qualifying flood-prone properties, including voluntary acquisition and demolition of residential structures.

Following outreach to potentially eligible property owners and coordination with OEM and the Oklahoma Water Resources Board (OWRB), three property owners have expressed interest in voluntary acquisition and preliminarily appear to meet the eligibility requirements for the program. Two of the properties are located within the watershed of a tributary to Woodcrest Creek, between Rock Creek Road and Tecumseh Road east of Porter Avenue, and the third property is located along Midway Drive.

The proposed project would include voluntary acquisition of the three residential properties, demolition and removal of the structures and associated improvements, necessary closing and acquisition costs, grading, and site rehabilitation. Following acquisition, the properties would be permanently deed-restricted as open space in accordance with FEMA requirements. Where feasible and consistent with FEMA requirements, the City would also evaluate opportunities to utilize the acquired properties for stormwater storage or detention to provide additional flood-risk reduction for surrounding properties.

PROJECT COST AND FUNDING:
Based on current Cleveland County property records and preliminary estimates of acquisition, closing, demolition, and site rehabilitation costs, the total project cost is estimated at approximately $1,150,000. The properties are anticipated to qualify for a 90 percent federal / 10 percent non-federal cost share.

Federal Share (90%): $1,035,000
Local Share (10%): $115,000
Estimated Total Project Cost: $1,150,000

office memorandum

These amounts are preliminary. Actual acquisition costs would be established later in the process through appraisals and the required acquisition procedures if the grant is awarded.

APPLICATION DEADLINE AND COUNCIL ACTION:

OEM has established an October 16, 2026 deadline for submission of the City's application. Because of the short timeframe associated with this funding opportunity, there is not sufficient time to prepare and place a formal resolution authorizing the application on a City Council agenda prior to the application deadline. Staff intends to submit the application by the October 16 deadline and prepare a resolution for consideration by City Council at the next available meeting.

Submission of the application does not obligate the City to accept the grant, expend City funds, or acquire any of the properties, nor does it obligate any of the three participating property owners to sell their property. Participation in the acquisition program is voluntary, and either the City or a property owner may withdraw from the process at any time prior to closing on a property acquisition. If the grant is awarded, appraisals and formal acquisition offers would be developed as part of the subsequent acquisition process. Any contracts for purchase of the properties, commitment of City matching funds, acceptance of the grant award, or other actions requiring City Council authorization would be presented to Council for consideration before the City becomes contractually obligated.

REQUIRED APPLICATION ACKNOWLEDGMENT:

As part of the application, a 2 CFR Part 200 acknowledgment form must be executed confirming that, if federal funding is awarded and accepted, the City will comply with applicable federal procurement requirements. Execution of this acknowledgment is required for purposes of the application and does not constitute acceptance of a grant award, authorization to acquire the properties, or a commitment of City funds.

RECOMMENDATION:

Staff recommends proceeding with submission of the FMA Swift Current application by the October 16, 2026 deadline and execution of the required 2 CFR Part 200 acknowledgment for purposes of completing the application. Staff will prepare a resolution regarding the grant application for consideration at the next available City Council meeting. If the project is selected for funding, any subsequent grant acceptance, required local funding commitment, property acquisition contracts, and other actions requiring Council approval will be brought forward separately before the City incurs those obligations.

Reviewed by: Clint Mercer, Director of Finance CM
Beth Muckala, Assistant City Attorney BM

10/08/2026
Date

Signature

☑ APPROVED
☐ DISAPPROVED

BY: ☐ Darrel Pyle, City Manager
☑ Shannon Stevenson, Assistant City Manager

office memorandum



HAZARD MITIGATION ASSISTANCE

NOTICE OF FEDERAL PROCUREMENT REQUIREMENTS

Date: October 7, 2026

Jurisdiction Name: City of Norman, OK

Jurisdiction Type: Municipality

SIGNATURE AUTHORITY

The request for Hazard Mitigation Assistance (HMA) Grant funding through a Notice of Intent has been approved, it is now necessary for you, as the Subgrantee/Subrecipient, to acknowledge the requirements and regulations of **2 CFR PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**

The following specific officers/officials, or their authorized designees, are required to sign this Acknowledgement on behalf of the specified type of Subgrantee/Subrecipient. (NOTE: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Sub grantee/Sub recipient must be attached to the Agreement for review by OEM.

a. **Corporation:** the Chair of the Board of Directors or President;
b. **City:** the Mayor, City Manager, or Town Administrator
c. **County:** the Chairman of the Board of County Commissioners
d. **School Board:** the Superintendent
e. **Fire District:** the District Chief
f. **Special Districts:** the Executive Director
g. **Institution of Higher Education:** the President of the institution
h. **Charter School:** the Chair of the Board of Directors
i. **County Sheriff's Office:** the Sheriff
j. **State Agencies:** the Director or Deputy Director of the agency
k. **All other Sub grantee/Sub recipients:** the Chief Executive Officer of the entity.

Title 2 Subtitle A Chapter II PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS- https://ecfr.io/Title-02/cfr200_main

Subpart D—Post Federal Award Requirements

PROCUREMENT STANDARDS

§200.317 Procurements by states.

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

§200.318 General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more

economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015]

§200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.320 Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life

cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015]

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

§200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.323 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair

and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.324 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.325 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

§ Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D)Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act(40 U.S.C. 3141-3144) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E)Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week

of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G)Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act(33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.322 Procurement of recovered materials.

Terms

Signed: _____ Position: Assistant City Manager

(Elected Official or Jurisdiction Representative authorized to apply for Federal Grants)

Printed Name: Shannon Stevenson

STATE OF OKLAHOMA

COUNTY OF Cleveland

Signed or attested before me on October 8, 2024. (date)

by Shannon Stevenson (name(s) of person(s)).

_____

NOTARY PUBLIC

Title (and Rank):

Exec. Assist. to the City Manager

Print Name:

Stacey Parker

My Commission Expires:

November 14, 2029

NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA
OFFICIAL SEAL
STACEY PARKER
Commission # 13010468
Expires November 14, 2029

Non-Federal Entity (NFE) - A State, local government, Indian tribe, institution of higher education or nonprofit organization that carries out a Hazard Mitigation Assistance award as a recipient or subrecipient (2 C.F.R. § 200.69).

Federal Award - The Federal financial assistance that a NFE receives directly from a FEMA or indirectly through a pass-through entity (2 C.F.R. § 200.38); also, the instrument setting forth the terms and conditions.

Recipient - A NFE that receives a Hazard Mitigation Assistance award directly from FEMA to carry out an activity under a Federal program (2 C.F.R. § 200.86).

Pass-Through Entity - A NFE that provides a subaward to a subrecipient to carry out part of the Hazard Mitigation Assistance program (2 C.F.R. § 200.74).

Subaward - An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Hazard Mitigation Assistance award received by the pass-through entity; it does not include payments to a contractor (2 C.F.R. § 200.92).

Subrecipient - A NFE that receives a subaward from a pass-through entity to carry out part of the Hazard Mitigation Assistance program, but does not include an individual that is a beneficiary of such program (2 C.F.R. § 200.93).

office memorandum

DATE: October 8, 2026

TO: Darrel Pyle
City Manager

FROM: Jamie Shattuck
Deputy Chief of Police

SUBJECT: Request to Pay Pivot for CIC Usage

Pivot Inc., is an Oklahoma City metro non-profit organization and sole source vendor, that provides services to at-risk youth, submitted a contract for payment, for services pending in fiscal year (FYE27). City legal has reviewed and approved the contract language.

Prior to FYE25, Pivot had been accepting our youth without charge, when Crossroads Youth and Family Center closed after losing its funding. Last fiscal year (FYE25), Pivot requested payment for services rendered, when the facilities intake of Norman youth increased. Funding source located in a State Seizure Account titled "Professional Services – Community Intervention" (account number 25660235-44029). Year to date (January through August), Pivot Inc. has processed 102 youth from Norman.

Pivots fiscal year runs concurrent with City of Normans fiscal year (July 1 through June 30). For fiscal year (FYE 27), Pivot will invoice the city $30,000. I am requesting that you approve the MOU and payment of services after invoice.

Attached document(s):
- Pivot contract / MOU

JSS/jss

Reviewed by: Ricky Knighton, City Legal
Reviewed by: Kim Coffman, Chief Accountant
Reviewed by: Clint Mercer, Finance Director

Reviewed by: Darrel Pyle, City Manager - Shannon Stevenson, Assistant City Manager

Approve: ✓ Date: 10/08/2026
Disapprove: _____ Date: _____

PROFESSIONAL SERVICES AGREEMENT FOR THE OPERATION OF A COMMUNITY INTERVENTION CENTER

This Agreement is made and entered into on this 4 day of April 2026, by and between Pivot, Inc., hereinafter referred to as "Contractor," and the City of Norman, a municipal corporation and the Norman Police Department, hereinafter referred to as "the City."

WITNESSETH:

WHEREAS the City needs a professional services agreement to operate a community intervention center to receive and hold juveniles who have been taken into custody by law enforcement agencies for the alleged violation of a municipal ordinance or state law or who are alleged to need supervision and for whom detention is inappropriate or unavailable; and

WHEREAS the Contractor desires to perform such a service; and

WHEREAS the Contractor is qualified to perform such a service and is certified by the State of Oklahoma Office of Juvenile Affairs to do so; and

NOW, THEREFORE, in consideration of the covenants, agreements, and representations as hereinafter set forth, it is mutually agreed by the parties that:

I. AGREEMENT TERM

The term of this Agreement shall be from July 1, 2026, through June 30, 2027.

II. COMPENSATION

The City shall pay the Contractor. The Contractor shall accept from the City, as full payment for contractors' services hereunder, compensation in the amount of $30,000.00 to be paid in 4 equal quarterly payments in the amount of $7,500.00. Under the terms of this Agreement, the City shall compensate the Contractor for expenses incurred in the operation of the CIC in an amount not to exceed the total contract price. The Contractor shall submit to the City invoices for services provided in the preceding quarter. The Contractor shall provide the City with invoices and supporting documentation as required by the City.

III. TERMINATION

In the event Contractor fails to meet the terms and conditions of the Agreement or fails to provide services in accordance with the Agreement, the City may, upon written notice of default to Contractor, cancel the Agreement. Such cancellation shall not be an exclusive remedy but in addition to any other rights and remedies provided by law. This Agreement may be terminated by mutual consent or by either party, with or without cause, by giving written notice to the other Party thirty (30) days before the termination date. In the event of cancellation or termination of this Agreement, the City shall owe the Contractor a pro

rata portion of the current quarter for the portion of services up to the termination date or date of cancellation.

IV. SCOPE OF SERVICES

Contractor agrees, during the term of this Agreement, to operate a community intervention center (CIC) to receive and hold juveniles who have been taken into custody by law enforcement agencies for the alleged violation of a municipal ordinance or state law or who are alleged to be in need of supervision and for whom detention is inappropriate or unavailable.

The CIC shall be operational twenty-four (24) hours a day, seven (7) days a week. The CIC shall serve as a short-term reception facility to receive and hold juveniles who have been taken into custody by law enforcement agencies for the alleged violation of a municipal ordinance or state law or who are alleged to be in need of supervision and for whom detention is inappropriate or unavailable. The CIC must be a secure facility. Juveniles held in the CIC shall not be isolated from communal areas other than short-term protective holding for combative or self-destructive behavior, as defined by the Office of Juvenile Affairs. Juveniles shall not be held in a CIC for more than twenty-four (24) hours.

A. The Contractor shall perform the following functions:

1. Receive juveniles taken into custody by law enforcement for an alleged violation of a municipal ordinance or state law or who are alleged in need of supervision and for whom detention is inappropriate or unavailable.
2. Receive juveniles taken into custody by law enforcement for unlawful behavior, which would constitute a felony if committed by an adult and for whom secure detention is inappropriate or unavailable.
3. Enter demographic information into the management information system provided for in Section 7302-3 of Title 10, utilizing the questions contained in attached Exhibits 1 and 2.
4. Within 30 minutes of the juvenile's arrival at the CIC, notify the parents or parent, guardian, or other person legally responsible for the juvenile's care, or if such legally responsible person is unavailable, the adult with whom the juvenile resides, that the juvenile has been taken into custody and to pick up the juvenile.
5. Hold juveniles until they can be released to a parent, guardian, or other responsible adult or until a temporary placement can be secured, but in no event for longer than twenty-four (24) hours.
6. Photograph all juveniles alleged to have committed an offense and fingerprint those juveniles alleged to have committed an offense, which would be a felony if committed by an adult.
7. Shall obtain and keep in force a certification issued by OJA (attached hereto as Exhibit 3). Rules promulgated by OJA shall establish such certification and the standards necessary for accreditation.

8. Shall provide such care and services as are required to obtain and maintain certification as a CIC.

B. The Contractor may gather information to determine if the juvenile needs immediate physical medical or mental health attention.

V. STATE AND FEDERAL LAWS

The Contractor shall be subject to all applicable state and federal laws, rules, and regulations and all amendments to them. The Contractor shall devote special attention to their responsibilities under State Statutes. Observance and compliance with the requirements thereof shall be the subcontractor's responsibility without reliance on or direction from the Office of Juvenile Affairs (OJA) and/or the City.

VI. DRUG-FREE WORKPLACE ACT

In compliance with the Drug-Free Workplace Act, the Contractor shall provide a drug-free workplace by establishing policies, awareness programs, and notification processes. Contractor shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance. Contractor shall certify compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Section 76.605 and 76.610.

The Contractor shall maintain a policy for testing employees and job applicants for the use of alcohol and illegal drugs. The policy must be consistent with OJA's rules, policies, and procedures for drug and alcohol testing.

VII. EQUAL OPPORTUNITY EMPLOYER

The Contractor assures it is an Equal Opportunity Employer and complies with the 1964 Civil Rights Act, Title 9 of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended, and Executive Orders 11246 and 11375.

VIII. ENERGY POLICY AND CONSERVATION ACT

The Contractor shall meet mandatory standards and policies relating to energy efficiency in compliance with the Energy Policy and Conservation Act.

IX. AMERICANS WITH DISABILITIES ACT

The Contractor shall comply with the Americans with Disabilities Act of 1990 and all amendments and requirements imposed by the regulations issued under this Act.

X. RELEASE OF PERSONAL INFORMATION

Contractor shall comply with OJA's requirements pertaining to the protection, use, and release of personal information and applicable State laws found in Title 10, Section 7307-1.1, et seq. Contractor shall hold confidential all personal information regarding individuals, including lists of names, addresses, photographs, evaluations, and all other records of the individual.

XI. ADMINISTRATIVE RULES

The Contractor shall comply with administrative rules promulgated by the Board of Juvenile Affairs, as such rules may be modified or amended.

XII. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

The Contractors, its agents, vendors, officers, and employees acknowledge that it may have, or may obtain, access to confidential, protected health information, including Individually identifiable health information. The Contractor may solely use the protected health information to perform its duties and responsibilities under the Agreement. The Contractor shall comply with all applicable laws and regulations specifically including, but not limited to, the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 (HIPAA (Health Insurance Portability and Accountability)), as may be amended.

XIII. VIOLATIONS

The Contractor shall immediately notify the City and OJA of any violations of, or suspected violations of, laws, regulations, or pricing agreement/contract terms. The Contractor agrees to fully pursue violations of laws, including termination of employment, notification to law enforcement officials, and filing of charges when supported by sufficient evidence. The Contractor agrees that the City and OJA will have access to all records relevant to the violations or suspected violations to determine the impact on the Contractor's performance of the Agreement.

XIV. NONDISCRIMINATION

In connection with the performance of work and/or services under this Agreement, the Contractor agrees as follows:

(a) Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, color, religion, sex, national origin, ancestry, or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). The Contractor shall take action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, religion, sex, national origin, ancestry, or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer,

recruiting or recruitment, advertising, layoff, termination, or cancellation, pay rates, other forms of compensation, and selection for training, including apprenticeship.

(b) In the event of the Contractor's noncompliance with this nondiscrimination clause, the Clients may suspend, cancel, or terminate this Agreement. The Clients may declare the Contractor ineligible for further contracts or agreements until compliance and/or satisfactory proof of intent to

(c) Contractor agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Agreement.

XV. ANTI-COLLUSION

The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement. The Contractor further warrants that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor to any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

XVI. INDEMNITY

Each party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party, and its officers, directors, employees, agents, representatives, successors, and assigns, (collectively, the "Indemnified Party"), from and against any and all claims, suits, actions, causes of action, and proceedings and any and all related liabilities, losses, damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") asserted against or incurred by the Indemnified Party if and to the extent caused by the Indemnifying Party's material breach of any term or provision of this Addendum or the negligence or willful misconduct of the Indemnifying Party, or its employees, representatives, or contractors. If and to the extent that Losses are caused by the joint conduct of the parties, then a party's duty of indemnification shall be in proportion to that party's contribution to the cause of such Losses.

XVII. INSURANCE

Contractor shall provide, pay for, carry and maintain the types of insurance described herein with companies eligible to do business in the State of Oklahoma throughout the term of this Agreement.

All liability policies shall provide that the City of Norman is named as an additional insured as to the acts and omissions of Contractor. A certificate of insurance on the form approved by the City shall be provided to the City with the execution of this Agreement by the Contractor. The certificate shall provide that the policy is not cancelled or modified to reduce the amount of coverage without thirty (30) day prior written notice to and approval by the City.

A. All liability policies (except professional liability policies) shall provide the City including employees and agents are named added insureds as to the acts and omissions of Contract under this Agreement. The insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance. The

certificate must be signed by the authorized representative of the insurance company(s) shown in the certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided upon request to the City on a timely basis. The required policies of insurance shall be performable in Norman, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

The City shall be given written notice by registered or certified mail no less than thirty (30) days prior to any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, Contractor shall immediately notify the City and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the City requests a written statement from the insurance company(s) as to any impairments to the aggregate limit, Contractor hereby agrees to promptly authorize and have delivered to the City such statement. The contractor authorizes the City to confirm all information so furnished as the Contractor's compliance with these insurance requirements with Contractor's insurance agents, brokers, surety and insurance carriers. All insurance coverage of Contractor shall be primary to any insurance or self-insurance program carried by the City.

B. Contractor shall not commence any services unless and until the required insurance is in effect and the required certificates of insurance are provided.

C. The amounts of such insurance shall be not less that the City of Norman several maximum liability under the Governmental Toral Claims Act, 51 O.S. § 151 *et seq.*, as amended from time to time, and which currently are:

D.

i. **Property damage liability** in an amount not less than Twenty-Five Thousand Dollars ($25,000) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

ii. **All other liability** in an amount not less than One Hundred Twenty-Five Thousand Dollars ($125,000) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

iii. **Single occurrence or accident liability** in an amount not less than One Million Dollars ($1,000,000) for any number of claims arising out of a single accident or occurrence.

E. Automobile insurance shall be maintained by the Contractor as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles. The amounts of such insurance shall be not less than the City of Norman's several maximum liability under the Governmental Toral Claims Act, 51 O.S. § 151 *et seq.*, as amended from time to time, and which currently are:

i. **Bodily injury liability**:
$125,000.00 (limit each person); and
$1,000,000.00 (limit each occurrence); and

ii. **Property damage liability**:

$25,000.00 (limit each person); and
$1,000,000.00 (limit each occurrence); and

iii. **Bodily injury and property damage liability**:
$1,000,000.00 (combined single limit each accident).

XVIII. NOTICES

If either party shall desire or is required to give notice to the other, such notice shall be given in writing, via email, and concurrently delivered by overnight Federal Express [or priority U.S. Mail], addressed to the recipient as follows:

To: PIVOT, INC.
Jennifer Goodrich, President & CEO
201 NE 50th Street
Oklahoma City, Ok 73105
Jennifer.Goodrich@pivotok.org

To: CITY:

Kevin Foster, Chief of Police
201 W. Gray Street
Norman, OK 73069
kevin.foster@NormanOK.gov

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

XIX. MISCELLANEOUS

A. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute the same instrument.

B. Severability: If any provision of this Agreement is determined to be unenforceable, invalid, or illegal, then the enforceability, validity, and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

C. Governing Law; Venue: This Agreement shall be governed and construed in accordance with the laws of the United States of America and the State of Oklahoma. The venue for any action under this Agreement shall be in the District Court of Cleveland County, Oklahoma, or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.

D. Binding Effect: All the terms, covenants and conditions hereof shall be binding upon and incur to the benefit of the respective successors and assigns of the parties hereto.

E. Authority: Each party hereto has the legal right, power, and authority to enter into this Agreement. Each party's execution, delivery and performance of this Agreement has been duly authorized, and no other action is requisite to the valid and binding execution, delivery, and performance of this Agreement, except as expressly set forth herein.

F. Relationship of Parties: This Agreement does not create any partnership or joint venture between the parties hereto or render any party liable for any of the debts or obligations of the other party. Neither party shall be deemed to be an agent or representative of the other.

G. Entire Agreement; Amendments: This Agreement constitutes the entire agreement among the parties hereto and may not be amended or modified, except in writing, signed by each of the parties hereto.

H. Assignment: This Agreement shall not be assigned by either party without prior written consent of the other party, said consent not to be unreasonably withheld.

I. Non-waiver: No failure on the part of either party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either party of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to either party at law or in equity.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereunto set their hands and seal the date first above written.

PIVOT, INC.

By: _____

President & CEO
Title

Jenifer Goodrich
Printed Name

THE CITY OF NORMAN

By: _____

CITY MANAGER
Title

DARREL PYLE
Printed Name

Approved as to form and legality by the office of the City Attorney this 18th day of August, 2026.

_____

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

Before me, a Notary Public in and for the State of Oklahoma, on this 4th day of August, 2026, personally appeared Jennifer Goodrich, to me known to be the identical person who subscribed their names to the foregoing instrument as their free act and voluntary deed for the uses and purposes therein set forth.

NOTARY PUBLIC

My Commission No. 05000157 Expires: 12/29/28 [SEAL]

CAROLYN GONZALEZ NOTARY PUBLIC # 05000157 EXP. 12/29/28 STATE OF OKLAHOMA

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF CLEVELAND)

Before me, a Notary Public in and for the State of Oklahoma, on this 18th day of August, 2026, personally appeared Darrel Pyle, to me known to be the identical person who subscribed their names to the foregoing instrument as their free act and voluntary deed for the uses and purposes therein set forth.

NOTARY PUBLIC

My Commission No. 23005588 Expires: 4-21-2027 [SEAL]

NOTARY PUBLIC STATE OF OKLAHOMA OFFICIAL SEAL JAMIE MEYER Commission # 23005588 Expires April 21, 2027

File Attachments for Item:

6. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF THE RECEIPT OF THE ANNUAL REPORT FROM HEALTHY LIVING NORMAN TO THE BOARD OF PARK COMMISSIONERS

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: Karla Sitton, Administrative Tech IV

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF THE RECEIPT OF THE ANNUAL REPORT FROM HEALTHY LIVING NORMAN TO THE BOARD OF PARK COMMISSIONERS

BACKGROUND:

Healthy Living Norman operates the Adult Wellness and Education (AWE) Center, a 32,000-square-foot facility located at 602 N. Findlay Avenue that serves as a hub for wellness activities.

The AWE furthers the citizen-initiated Norman Forward mission to fund and create quality-of-life projects for the Community. The goal of the wellness center is to provide programs under one roof to improve the quality of life for adults 50 and older in the Norman Community. The AWE has a natatorium, arts-and-crafts rooms, a demonstration kitchen, a fitness center, and outdoor pickleball courts, and it offers health screenings, seminars, and events.

DISCUSSION:

The City of Norman has an agreement with Healthy Living Center Norman to operate the Adult Wellness and Education (AWE) Center and promote wellness, education, and community engagement. Healthy Living Norman gave its annual presentation to the Board of Park Commissioners on September 3, 2026. Their presentation included information about their events, programming, rentals, and 2024-2025 financials.

RECOMMENDATION:

It is recommended that the City Council accept the Healthy Living Norman annual report for the 2025 calendar year.

HEALTHY LIVING NORMAN

Annual Report to the City of Norman

Board of Parks Commissioners

September 3, 2025

Section 1 - Annual Activities



Programming at the Adult Wellness & Education Center is based on the Six Dimensions of Wellness and supporting healthy aging in our community.

Between July 1, 2025 and June 30, 2026, Healthy Living Norman has offered:

- 2908 Fitness classes (attendance: 39,477)
  - Land classes in group fitness room
  - Water classes in the natatorium
  - Pickleball clinics
  - Boot camps & workshops
  - Line dancing & adult ballet
  - Senior Fitness Challenge program
  - Swimming Lessons
- 622 Art classes (attendance: 4,671)
  - Fine art: sketching, drawing, painting
  - Pottery
  - Fused Glass
  - Textiles: felting, embroidery, crochet, knitting, quilting
  - Jewelry making
  - Basket weaving
  - Specialty classes
  - Crafts
- 1154 Educational classes, recreational activities, and events
  - Music & performing arts
  - Dancing
  - Cultural programming
  - Health & mental health
  - Health screenings
  - Support groups
  - Book clubs
  - Opera club & Gilbert & Sullivan Appreciation Society
  - Gardening Club at our Dimensions of Wellness Garden at the Cleveland County Master Gardeners Demonstration Garden
  - Nutrition education
  - Safety

  - Cooking & baking classes
  - Finance & Legal topics
  - General interest
  - Culture
  - OU Osher Lifelong Learning lectures
  - Monthly Veterans programs
  - Recreational games
  - Singo with ArchWell Health

Special Events and Programming have included

- July 2025
  - Dog Days of Summer programming (art, therapy dogs)
  - Summer games tournaments
  - Tanabata Japanese Star Festival
  - Norman parks photography contest
- August 2025
  - Wellness Expo
  - Summer Beach themed programming
  - Beach Bash (dance with live band)
  - Book signing with local illustrators
- September 2025
  - Healthy Aging Month programming
  - AWEsome 6x6 Art Exhibit kickoff
- October 2025
  - Hispanic Heritage Month programming
  - Halloween Dance with live band
  - Pumpkin decorating contest
  - Opening of AWEsome 6x6 Art Exhibit
  - Floating sound immersion event
- November 2025
  - Second Anniversary Murder Mystery Gala
  - Veterans Day celebration
  - Native American Heritage Month programming
  - National Family Caregivers Month programming
  - Holiday Art Market
  - AWEpera Chorus performance
- December 2025
  - Holiday Art Market & Workshops

    - Nutcracker Tea Party
    - Christmas & winter holiday activities
    - Launch of new digital literacy program
- January 2026
    - Elvis Week programming
    - Hygge (Danish practice of coy togetherness) programming
    - New Year fitness workshops
- February 2026
    - Black History Month programming
    - Mardi Gras Dance party
    - Beatlemania activities
    - Heart Health Month programming
    - SOUPer Bowl fundraiser
- March 2026
    - A Way to Wellness healthy lifestyle series
    - Added Joy in Motion group dance program
    - International Women's Month programming
    - Spring Art & Ctaft market
    - National Caregivers Appreciation Day
    - Fall Prevention workshops
    - Entry in Norman's Mardi Gras Parade – awarded trophy for best dance group!
- April 2026
    - Awesome 6x6 Community Art Exhibit kickoff
    - Earth Day programming
    - AWEpera Chorus spring performance
- May 2026
    - Senior Prom
    - Mother's Day Tea Party
    - Guys and Dolls Senior auditions (new collaboration with The Sooner Theatre)
- June 2026
    - Juneteenth Celebration
    - Father's Day Car Show & Coffee Social
    - Guys and Dolls Senior performances
    - Health screenings
    - Promoted summer water walking at Westwood Family Aquatic Center

Regular Events

- Mornings with the Professor with OU Osher Lifelong Learning Institute

- Monday night Drummin' Up Wellness African drumming with Tiffany Couch
- Singo with ArchWell Health
- Karaoke
- Open Line Dancing
- Gardening at our Dimensions of Wellness Garden at the Cleveland County Master Gardeners Demonstration Garden
- Veterans coffee socials 2x per month

We are a host site for Aging Services Inc.'s Title III senior congregate lunch program.

Our Transportation Roundtable continues to advocate for greater access to transportation to wellness resources for older adults and adults with disabilities.

We are supporting older adults' participation in Oklahoma Senior Games by sharing information about the games, helping organize member teams, and hosting the Senior Fitness Challenge event in October. Members are competing in individual and team events in the 2026 games.

Section 2 - Mission Statement & Goals

MISSION

To promote the health and well-being

of adults aged 50 and older

by providing opportunities for

physical activity, social engagement,

and lifelong learning at the

Adult Wellness and Education Center.

GOALS

- Increase member participation numbers.
- Continue to expand visual art, STEM and performing arts programming in 2026/2027.

Section 3 - Membership Fees

- Individual Membership: $35 per month
- Family Membership for additional individual in the household: $25 per month
- Members with Silver & Fit (Global Health, Blue Cross Blue Shield): reimburses Healthy Living Norman $9 per visit up to $36 per month (4 visits)
- Members with Renew Active (United Healthcare): reimburses Healthy Living Norman $3 per visit up to $30 per month (10 visits)
- Members with Silver Sneakers (Medicare Advantage or Medicare Supplement Plan): reimburses Healthy Living Norman $3 per visit up to $21 per month (7 visits)
- Members with HealthChoice insurance: $30 per month
- Chickasaw Nation Members: free membership paid by the Chickasaw Nation
- Sliding Scale Fee based on Federal Poverty Guidelines:
    - Households below 100% of FPG - $10 per month
    - Households between 100% and 200% of FPG - $15 per month
- Veterans: $30 per month
- A limited number of scholarships are available on a case-by-case basis.
- Day Pass (guests 50+) $10 per person

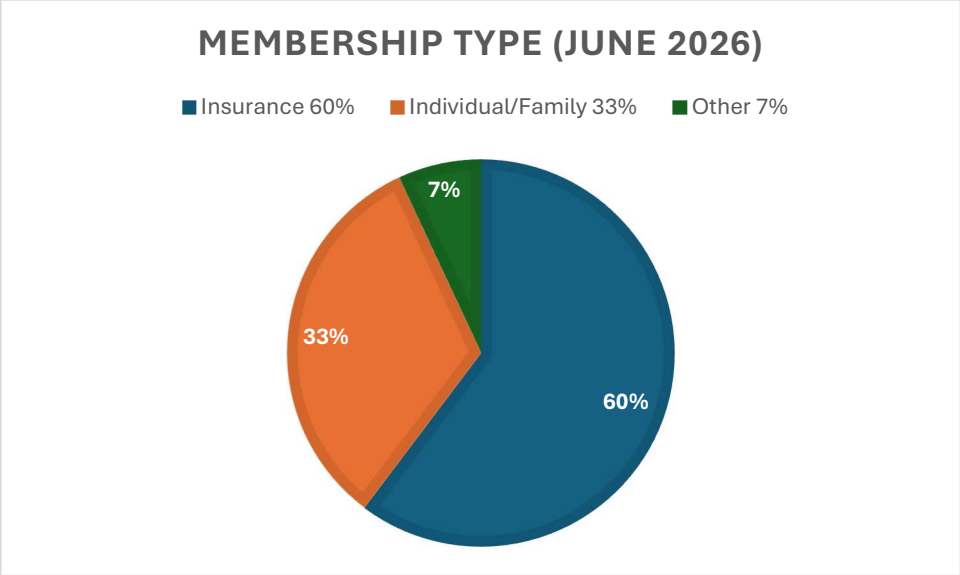
Corporate and Group memberships for those 50+ are available for a negotiated fee based on membership numbers and other factors established by the Board of Directors.

Current Corporate Memberships at $30 per person per month:

- University of Oklahoma
- Norman Regional Health System
- State of Oklahoma
- Norman Public Schools
- NRH Cardio Rehab Patients (membership is for 3 months)

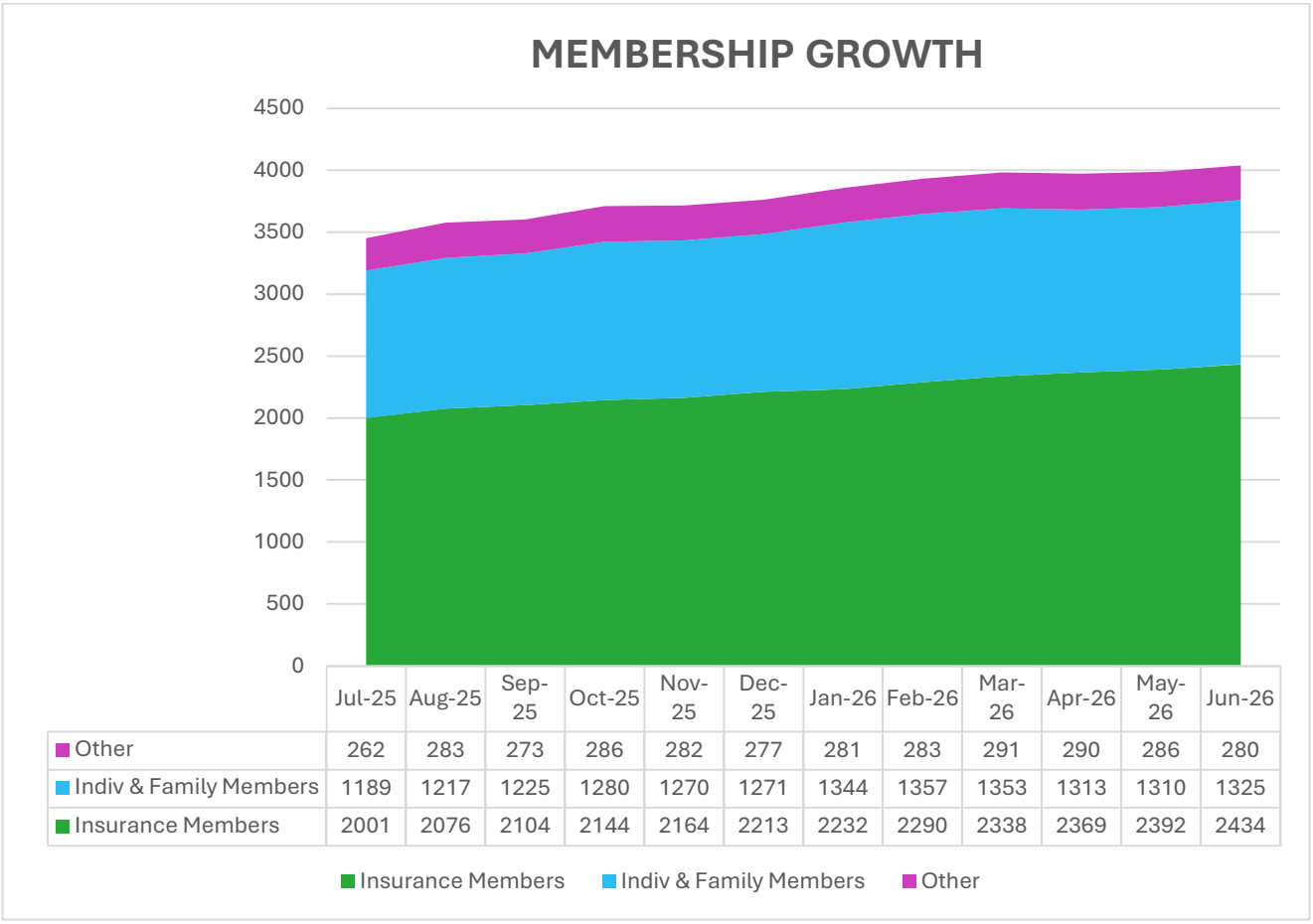
- City of Norman Employee Membership: $25 per month

Exceptions to the above policy may be made on a case-by-case basis as determined by the Board President or other Board Appointed Designee.

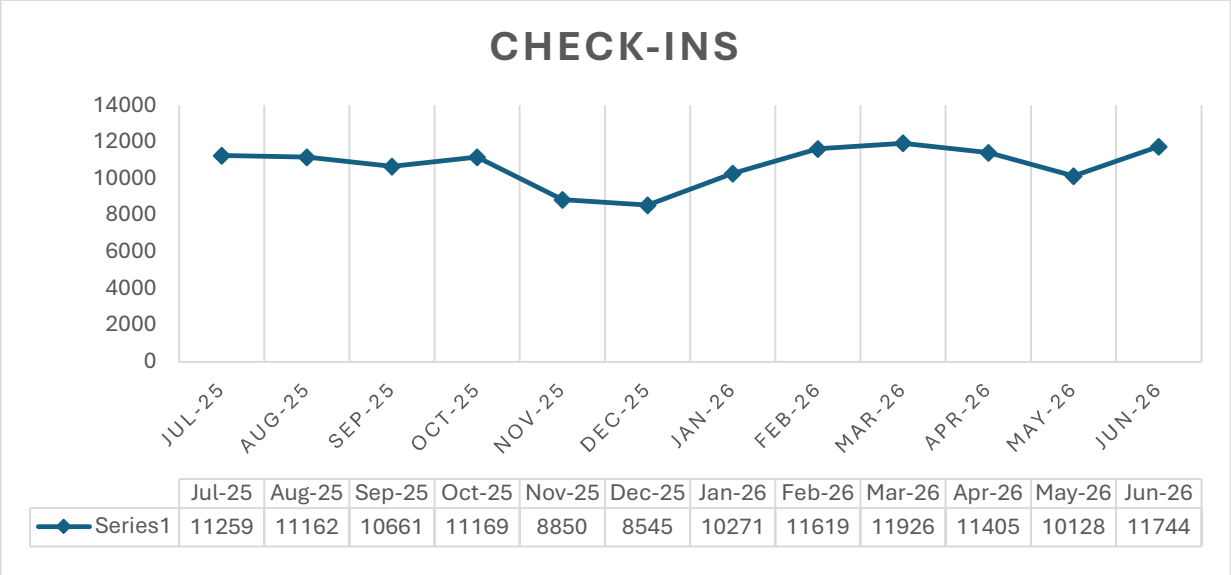


Section 4 – Participation

As of June 30, 2026, we had 4,039 active members (ahead of our goal of reaching 4,000 members by December 2026).

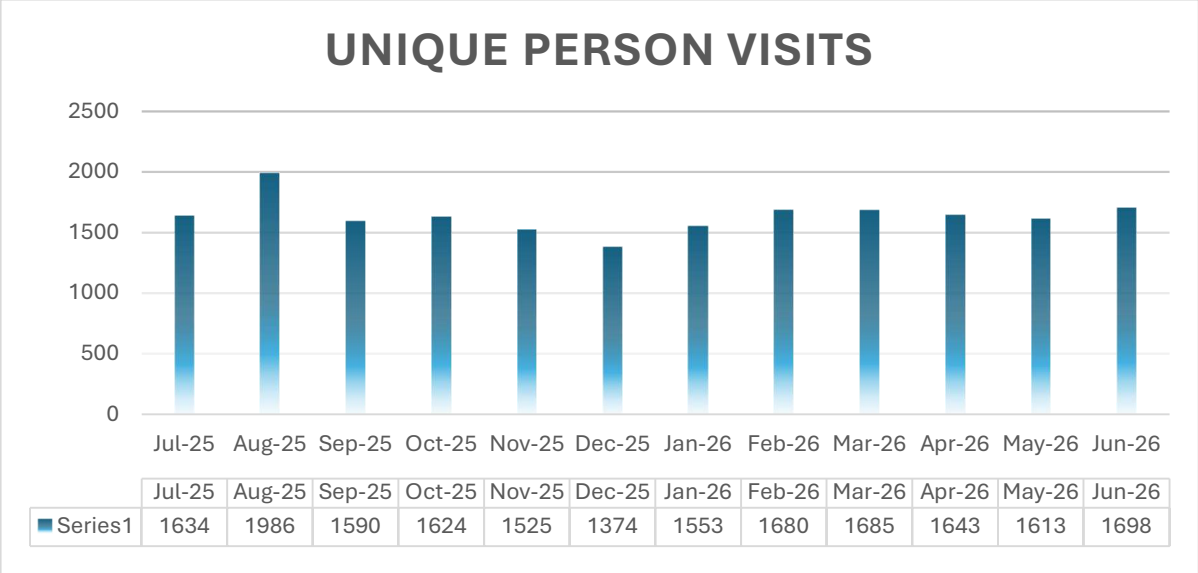


	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26
Other	262	283	273	286	282	277	281	283	291	290	286	280
Indiv & Family Members	1189	1217	1225	1280	1270	1271	1344	1357	1353	1313	1310	1325
Insurance Members	2001	2076	2104	2144	2164	2213	2232	2290	2338	2369	2392	2434



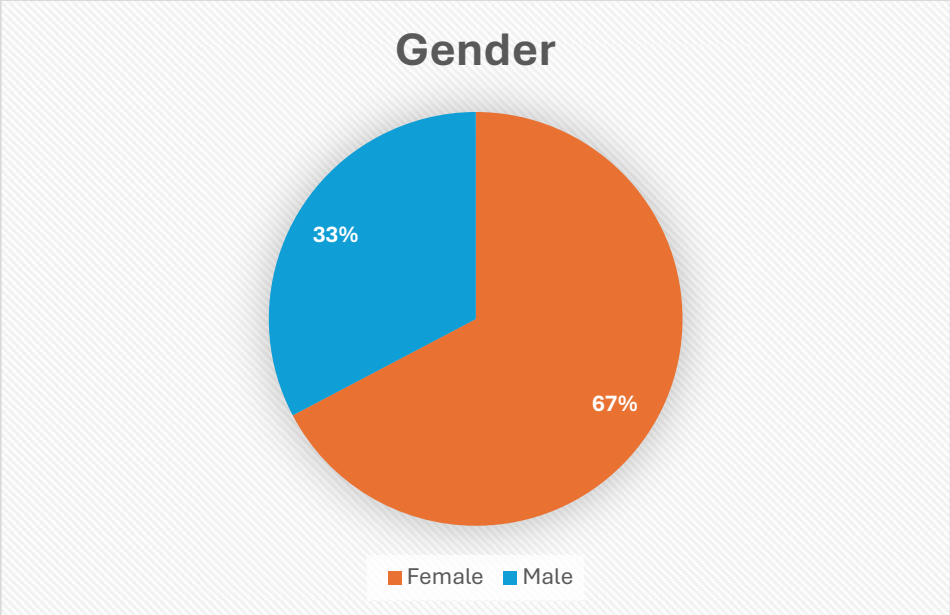
	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26
Series1	11259	11162	10661	11169	8850	8545	10271	11619	11926	11405	10128	11744

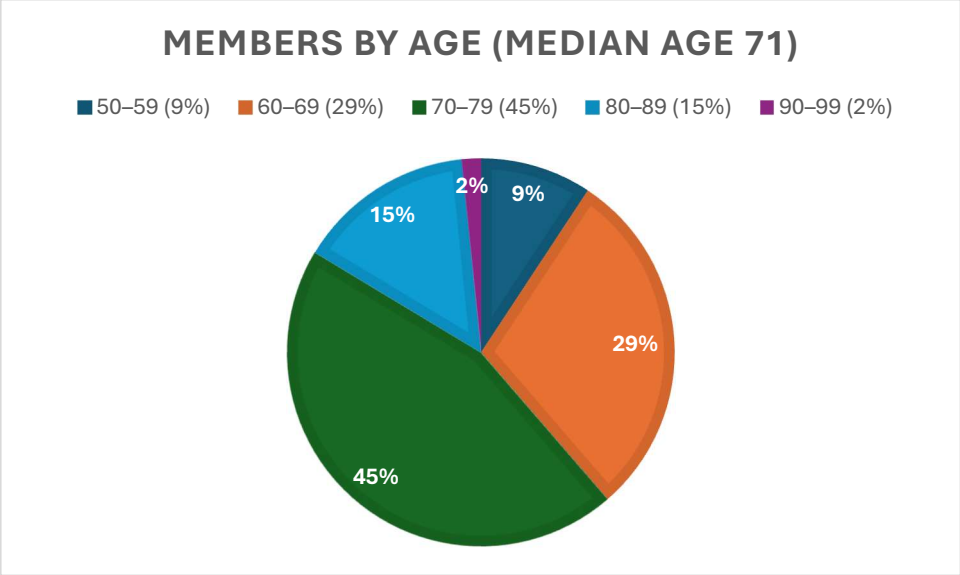
There were a total of 128,739 check-ins between July 1, 2025 and June 30, 2026.



	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26
Series1	1634	1986	1590	1624	1525	1374	1553	1680	1685	1643	1613	1698

This chart represents unduplicated individual member visits by month. Average 43% of membership.


Gender
33%
67%
Female
Male


MEMBERS BY AGE (MEDIAN AGE 71)
50–59 (9%)
60–69 (29%)
70–79 (45%)
80–89 (15%)
90–99 (2%)
9%
29%
45%
15%
2%

Section 5 - Revenue

See attachment.

Section 6 - Beginning & Ending Fund Balance

Healthy Living Center Norman, Inc.

Balance sheet

As of Jun 30, 2026

	TOTAL
Assets	
Current Assets	
Bank Accounts	
1000 United Business Free (8570) - 1	123.94
United Business Free (7600) - 2	88,004.62
Total for Bank Accounts	**$88,128.56**
Accounts Receivable	**$0.00**
Total for Current Assets	**$88,128.56**
Fixed Assets	
1200 Furniture and Equipment	19,067.42
Total for Fixed Assets	**$19,067.42**
Total for Assets	**$107,195.98**
Liabilities and Equity	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2000 Payroll Liabilities	-113,529.22
2200 Deferred Revenue - Grants	0.00
2210 Deferred Revenue - Corporate Sponsorships	0.00
2220 Deferred Revenue - Chickasaw	94,785.00
Total for Other Current Liabilities	**-$18,744.22**
Total for Current Liabilities	**-$18,744.22**
Total for Liabilities	**-$18,744.22**
Equity	
3200 Retained Earnings	54,023.95
Net Revenue	71,916.25
Total for Equity	**$125,940.20**
Total for Liabilities and Equity	**$107,195.98**

Section 7 - Annual Budget

See attachment.

Section 8 – Officers & Expenditure Authorization

Current record of officers:

- Lynne Miller, President
- William Scanlon, Vice-President
- Paulette Black, Secretary
- Linda Price, Treasurer

President Lynne Miller, Treasurer Linda Price, Executive Director Katherine Leidy, and Business Manager Tricia Forbes have authorization for expenditures.

Section 9 – Books & Records

Those responsible for maintaining Healthy Living Norman books and records:

Katherine Leidy
Executive Director
Healthy Living Norman

Tricia Forbes
Business Manager
Healthy Living Norman

Section 10 - Tax Affirmation

Healthy Living Norman is filing yearly tax returns.

Section 11 - Board Members

Healthy Living Center Norman, Inc.
226/2027 Board of Directors

Lynne Miller, President
(term expires 2027)
Retired, Former Mayor of Norman, OK
801 48th Ave. SE
Norman, OK 73026
405-834-3009
lmillerstuart@gmail.com

Bill Scanlon, Vice President
(term expires 2027)
Retired, Former Norman City Councilor
3001 Harwich Ct.
Norman, OK 73071
405-579-1679
scanlonwa@aol.com

Paulette Black, Secretary
(term expires 2027)
420 Tecumseh Ridge Ct.
Norman, OK 73071
405-823-4912
pauletteblack828@gmail.com

Linda Price, Treasurer
(term expires 2027)
Retired, City of Norman City Planner
Norman, OK
405-306-0372
ljrprice@gmail.com

Patrick Chesley, Director
(term expires 2029)
Attorney
2213 Westpark Dr.
Norman, OK 73069
405-364-6962
patrickchesley51@gmail.com

Amy Davenport, Director
(term expires 2028)
University of Oklahoma
1401 Asp Ave., Room 170
Norman, OK 73019-2142
405-209-2842
amydavenport@ou.edu

Greg Heiple, Director
(term expires 2028)
Financial Planner
218 E. Eufaula St.
Norman, OK 73069
405-447-5535
gregheiple@gmail.com

Gale Llewellyn Hobson, PhD, Director
(term expires 2029)
Psychologist
517 S. Flood Ave.
Norman, OK 73069
405-202-5557
gale_hobson_phd@hotmail.com

Elaine Purvis, Director
(term expires 2028)
VP & Chief Strategy Officer
Norman Regional Health System
3300 Healthplex Pkwy.
Norman, OK 73072
405-307-2210
epurvis@nrh-ok.com

Jason Olsen, City of Norman Liaison
Director
Parks & Recreation Department
City of Norman
201 W. Gray St., Building C
Norman, OK 73069
405-366-5472
Jason.olsen@normanok.gov

Katherine Leidy
Executive Director
Healthy Living Norman
602 N. Findlay Ave.
Norman, OK 73071
405- 857-7390
katherine@healthylivingnorman.com

Member Feedback

“The atmosphere when you walk in the building is among the most powerful antidotes to depression and loneliness.” – Ben Keppel, 66

“It gives me a place to go to feel connected and included. Also a place to nurture a healthy lifestyle. Garden Club has opened avenues that have allowed me to expand my participation in the community and increase my social network.” – Charlotte Trout, 69

“Coming to the AWE means friendship, activities, structure, and freedom. I am a social person and love to be involved with people.” – Richa Barnes, 88

“What I like best about participating in activities at the AWE is making new friends, fellowship, getting stronger, limber, and moving better. I went from a walker to a cane to no assistance.” – Carmen Laredo, 66

“Coming to the AWE means doing what you love no matter your age.” – Barbara Ozinga, 90

“My husband and l joined together almost 2 years ago. We did a variety of activities. My love of 44 years passed in March. I have continued to come to the AWE to stay connected as my grief journey is difficult. Thank you for the support here.” - Pam Cook, 81

“I wasn’t going out hardly at all. Once I joined I was socializing & getting exercise both! Made a big difference in my well being.” - Virginia Dembinski, 69

“I am stronger and healthier than when I started. It is a wonderful community.” - Peggy Alexander, 72

“AWE has added to my husband’s and my life with a joyful and welcoming environment. Since his stroke he has agreed to accompany me to various art classes and that has opened us both up to new adventures.” - Stephanie McCullough-Lawler, 61

Statement of Activity by Month
Healthy Living Center Norman, Inc.
2026 BUDGET

Distribution account	January	February	March	April	May	June	July	August	September	October	November	December	Total
Income													
4100 Contributions													
4102 Corporate Sponsorships	5,000.00	2,000.00	2,000.00	2,000.00	4,000.00	5,000.00	4000	1700			3,000.00	4000	32,700.00
4103 Individual Donations	500	500	500	500	500	500	500	500	500	500	500	500	6,000.00
4104 Grants	8,550.00	2300	2300	2300	2300	2300	12,500.00	6,250.00	5000	5,000.00	5,000.00	6,250.00	60,050.00
Total for 4100 Contributions	**14,050.00**	**4,800.00**	**4,800.00**	**4,800.00**	**6,800.00**	**7,800.00**	**17,000.00**	**8,450.00**	**5,500.00**	**5,500.00**	**8,500.00**	**10,750.00**	**$98,750.00**
4200 Other Income	0	0	0	0	0	0	0	0	0	0	0	0	0.00
4201 Art Class Income	3,400.00	3,400.00	3,400.00	3,400.00	3,400.00	3,400.00	3,400.00	3,400.00	3,400.00	3,400.00	3,400.00	3,400.00	40,800.00
4203 Guest Pass/Rplcmnt Scan Cards	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	1,080.00
4204 Educational Fees	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	6,720.00
4205 Program Guide Sponsorship	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4206 Group Ex Fees	196.00	196.00	196.00	196.00	196.00	196.00	196.00	196.00	196.00	196.00	196.00	196.00	2,352.00
4207 Merchandise Income	140.00	140.00	140.00	140.00	140.00	140.00	140.00	140.00	140.00	140.00	140.00	140.00	1,680.00
4209 Beverage Station	384.00	384.00	384.00	384.00	384.00	384.00	384.00	384.00	384.00	384.00	384.00	384.00	4,608.00
Total for 4200 Other Income	**4,770.00**	**4,770.00**	**4,770.00**	**4,770.00**	**4,770.00**	**4,770.00**	**4,770.00**	**4,770.00**	**4,770.00**	**4,770.00**	**4,770.00**	**4,770.00**	**$57,240.00**
4300 Membership Payments	46,295.96	39,418.85	40,232.65	38,099.32	39,659.21	39,303.51	42,138.74	41,013.55	41,955.26	44,376.35	44,656.41	44,018.18	501,167.98
4301 Tivity/IND	4,958.73	8,481.05	9,522.21	9,829.49	13,640.46	877.46	14,612.52	15,004.46	6,990.83	10,745.45	9,630.84	12,009.74	116,303.21
4302 Chickasaw	140.00	140.00	140.00	140.00	140.00	140.00	140.00	140.00	140.00	140.00	210.00	210.00	1,820.00
Total for 4300 Membership Payments	**51,394.69**	**48,039.89**	**49,894.86**	**48,068.80**	**53,439.67**	**40,320.96**	**56,891.26**	**56,158.00**	**49,086.09**	**55,261.80**	**54,497.25**	**56,237.92**	**$619,291.19**
4400 Personal Trainers	**3,000.00**	**2,900.00**	**2,900.00**	**2,900.00**	**2,900.00**	**2,900.00**	**2,900.00**	**3,000.00**	**3,000.00**	**3,000.00**	**2,900.00**	**2,900.00**	**35,200.00**
4600 Rental Income													
4602 Room Rental Income	0	100	0	100	0	200	0	200	0	200	0	200	1,000.00
Total for 4600 Rental Income	**0.00**	**100.00**	**0.00**	**100.00**	**0.00**	**200.00**	**0.00**	**200.00**	**0.00**	**200.00**	**0.00**	**200.00**	**$1,000.00**
4700 Lease Income													
4702 Select Physical Therapy	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00
4704 Massage Therapist	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	6,000.00
Total for 4700 Lease Income	**1,500.00**	**1,500.00**	**1,500.00**	**1,500.00**	**1,500.00**	**1,500.00**	**1,500.00**	**1,500.00**	**1,500.00**	**1,500.00**	**1,500.00**	**1,500.00**	**$18,000.00**
4800 Special Events Income	**0.00**	**750.00**	**750.00**	**500.00**	**1,000.00**	**500.00**	**2,000.00**	**5,000.00**	**4,000.00**	**6,000.00**	**18,000.00**	**1,500.00**	**40,000.00**
Total for Income	**74,714.69**	**62,859.89**	**64,614.86**	**62,638.80**	**70,409.67**	**57,990.96**	**85,061.26**	**79,078.00**	**67,856.09**	**76,231.80**	**90,167.25**	**77,857.92**	**$869,481.19**
Cost of Goods Sold													
5000 Cost of Goods Sold	250.00		250		250		250		250		250	250.00	1,750.00
Total for Cost of Goods Sold	**250.00**	**0.00**	**250.00**	**0.00**	**250.00**	**0.00**	**250.00**	**0.00**	**250.00**	**0.00**	**250.00**	**250.00**	**$1,750.00**
Gross Profit	**74,464.69**	**62,859.89**	**64,364.86**	**62,638.80**	**70,159.67**	**57,990.96**	**84,811.26**	**79,078.00**	**67,606.09**	**76,231.80**	**89,917.25**	**77,607.92**	**$867,731.19**
Expenses													
5800 Special Events Expense	2,000.00	2,500.00	4,000.00	2,300.00	900.00	200.00	900.00	700.00	1,000.00	1,000.00	5,400.00	900.00	21,800.00
6000 Marketing	2,550.00	3,500.00	3,000.00	2,550.00	2,550.00	2,000.00	2,550.00	4,000.00	2,750.00	2,750.00	2,000.00	2,750.00	32,950.00
6001 Social media	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	180.00
6002 Listing fees	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	144.00

Total for 6000 Marketing	**2,577.00**	**3,527.00**	**3,027.00**	**2,577.00**	**2,577.00**	**2,027.00**	**2,577.00**	**4,027.00**	**2,777.00**	**2,777.00**	**2,027.00**	**2,777.00**	**$33,274.00**
6100 Office Supplies	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	5,040.00
6102 LPI/GloFox Expense	495.00	495.00	495.00	495.00	495.00	495.00	495.00	495.00	495.00	495.00	495.00	495.00	5,940.00
6103 Art Class Supplies	1,165.00	1,165.00	1,165.00	1,165.00	1,165.00	1,165.00	1,165.00	1,165.00	1,165.00	1,165.00	1,165.00	1,165.00	13,980.00
6104 Education/Training Expense	355	355	355	355	355	355	355	355	355	355	355	355	4,260.00
6105 Postage		25		20		50.00			20			50.00	165.00
6106 Group Fitness/GX	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	1,800.00
6107 Group Fitness Exercise Expense	50	50	50	50	50	50	50	50	50	50	50	50	600.00
6200 Gas/Mileage Expense	170.00	170.00	170.00	170.00	170.00	170.00	170.00	170.00	170.00	170.00	170.00	170.00	2,040.00
6203 Meals & Entertainment	30	30	30	30	30	30	30	30	30	30	30	30	360.00
6204 Volunteer/Staff Appreciation	200.00	200.00	200.00	1,300.00	1,500.00	200.00	100.00	100.00	1400	200.00	800.00	5,500.00	11,700.00
6300 Repairs & maintenance	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	13,200.00
6301 IT Services	1,084.00	1,084.00	1,084.00	1,084.00	1,084.00	1,084.00	1,084.00	1,084.00	1,084.00	1,084.00	1,084.00	1,084.00	13,008.00
6302 Cleaning Service	750	750	750	750	750	750	950.00	750	750	750	860.00	1,050.00	9,610.00
Total for 6300 Repairs & maintenance	**2,934.00**	**2,934.00**	**2,934.00**	**2,934.00**	**2,934.00**	**2,934.00**	**3,134.00**	**2,934.00**	**2,934.00**	**2,934.00**	**3,044.00**	**3,234.00**	**$35,818.00**
6400 Business License and Permits	1323	400.00				160.00		1,400.00	140.00		1,400.00		4,823.00
6500 Bank Charges & Fees													0.00
6600 Materials Expense	625.00	625.00	625.00	625.00	625.00	625.00	625.00	625.00	625.00	625.00	625.00	625.00	7,500.00
6601 Beverage Station	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	6,000.00
Total for 6600 Materials Expense	**1,125.00**	**1,125.00**	**1,125.00**	**1,125.00**	**1,125.00**	**1,125.00**	**1,125.00**	**1,125.00**	**1,125.00**	**1,125.00**	**1,125.00**	**1,125.00**	**$13,500.00**
6700 Phone, Cable, Internet Expense	1,095.00	1,095.00	1,095.00	1,095.00	1,095.00	1,095.00	1,095.00	1,095.00	1,095.00	1,095.00	1,095.00	1,095.00	13,140.00
6900 Insurance Expense	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	21,600.00
7000 Payroll	39,336.40	39,336.40	39,336.40	39,336.40	39,336.40	39,336.40	39,336.40	39,336.40	39,336.40	39,336.40	39,336.40	39,336.40	472,036.80
													0.00
Total for 7000 Payroll	**39,336.40**	**39,336.40**	**39,336.40**	**39,336.40**	**39,336.40**	**39,336.40**	**39,336.40**	**39,336.40**	**39,336.40**	**39,336.40**	**39,336.40**	**39,336.40**	**$472,036.80**
7100 Employee Benefits	4,655.56	4,545.02	4,167.60	4,315.08	4,393.18	6,135.83	5,855.74	5,667.03	5,667.03	5,864.44	5,667.03	5,630.16	62,563.70
7200 Dues & Subscription	567.00	190.00	190.00	190.00	255.00	230.00	250.00	255.00	395.00	304.00	385.00	1,655.00	4,866.00
7300 Professional Fees	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	7,200.00
7400 Contract Labor Expense	2,334.00	2,334.00	2,334.00	2,334.00	2,334.00	2,334.00	2,334.00	2,334.00	2,334.00	2,334.00	2,334.00	2,334.00	28,008.00
7500 Accounting Fees	0	0	0	3,000.00	0	0	15000	0	0	0	0	0	18,000.00
7700 Equipment Expense	700	0	100	0	100	0.00	50	0	50	0	50	0	1,050.00
7800 Pool Supplies	0	150.00	0	150	0.00	150	0.00	150	0.00	150.00	0	150	900.00
7900 Legal Fees	0	0	0	0	0	0	0	0	0	0	0	0	0.00
8200 Membership Refunds	0	25	0	25	0	25	0.00	25	0	0	0	0	100.00
9000 Payroll Taxes	3,933.64	3,933.64	3,933.64	3,933.64	3,933.64	3,933.64	3,933.64	3,933.64	3,933.64	3,933.64	3,933.64	3,933.64	47,203.68
Total for Expenses	**68,015.60**	**67,555.06**	**67,677.64**	**69,870.12**	**65,718.22**	**65,170.87**	**80,925.78**	**68,317.07**	**67,442.07**	**66,288.48**	**71,832.07**	**72,955.20**	**$831,768.18**
Net Operating Income	**6,449.09**	**-4,695.17**	**-3,312.78**	**-7,231.32**	**4,441.45**	**-7,179.91**	**3,885.48**	**10,760.93**	**164.02**	**9,943.32**	**18,085.18**	**4,652.72**	**$35,963.01**
Other Income	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Expenses	0	0	0	0	0	0	0	0	0	0	0	0	0
Net Other Income	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Net Income	**6,449.09**	**-4,695.17**	**-3,312.78**	**-7,231.32**	**4,441.45**	**-7,179.91**	**3,885.48**	**10,760.93**	**164.02**	**9,943.32**	**18,085.18**	**4,652.72**	**$35,963.01**

Healthy Living Center No

Statement of Activity by

July, 2025-June, 2026

	Jul 2025	Aug 2025	Sep 2025	Oct 2025	Nov 2025	Dec 2025
Revenue						
4100 Contributions						
4102 Corporate Sponsorships					3,000.00	
4103 Individual Donations	186.59			100.00	2,780.00	2,080.24
4104 Grants	6,250.00	14,740.00		4,000.00	10,487.00	4,500.00
Total for 4100 Contributions	**6,436.59**	**14,740.00**	**$0.00**	**4,100.00**	**16,267.00**	**6,580.24**
4200 Other Income						
4201 Art Class Income	4,059.50	2,984.22	2,904.77	5,227.81	2,068.15	3,218.32
4203 Guest Pass/Rplcmnt Scan Cards	110.00	90.00	59.80	90.00	40.00	66.13
4204 Educational Fees	1,549.55	616.29	406.69	630.98	139.86	418.41
4205 Program Guide Sponsorship			100.00			
4206 Group Ex Fees	278.60			128.74	21.04	20.00
4207 Merchandise Income	108.00	152.72	38.00	130.00	120.25	
4209 Beverage Station	467.29	406.27	359.62	326.27	264.54	334.92
Total for 4200 Other Income	**6,572.94**	**4,249.50**	**3,868.88**	**6,533.80**	**2,653.84**	**4,057.78**
4300 Membership Payments	41,312.49	40,209.36	41,132.61	43,506.23	43,780.79	43,155.08
4301 Tivity/IND	14,326.00	14,710.25	6,853.75	10,534.75	9,442.00	11,774.25
4302 Chickasaw	140.00	140.00	140.00	140.00	210.00	210.00
Total for 4300 Membership Payments	**55,778.49**	**55,059.61**	**48,126.36**	**54,180.98**	**53,432.79**	**55,139.33**
4400 Personal Trainers	3,980.00	3,887.00	3,367.50	3,124.75	2,744.75	2,615.00
4600 Rental Income						
4602 Room Rental Income	85.00	43.00	2,060.00	229.00	40.00	460.00
Total for 4600 Rental Income	**85.00**	**43.00**	**2,060.00**	**229.00**	**40.00**	**460.00**
4700 Lease Income						
4702 Select Physical Therapy	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
4704 Massage Therapist	400.00	400.00	500.00	500.00	500.00	1,000.00
Total for 4700 Lease Income	**1,400.00**	**1,400.00**	**1,500.00**	**1,500.00**	**1,500.00**	**2,000.00**
4800 Special Events Income	4,155.00	5,873.93	575.00	6,918.15	13,551.98	1,460.00
Total for Revenue	**78,408.02**	**85,253.04**	**59,497.74**	**76,586.68**	**90,190.36**	**72,312.35**
Cost of Goods Sold						
5000 Cost of Goods Sold		140.55		670.99		196.20
Total for Cost of Goods Sold	**$0.00**	**140.55**	**$0.00**	**670.99**	**$0.00**	**196.20**
Gross Profit	**78,408.02**	**85,112.49**	**59,497.74**	**75,915.69**	**90,190.36**	**72,116.15**
Expenditures						
5800 Special Events Expense	883.67	643.26	1,082.00	1,707.03	5,314.51	891.86
6000 Marketing	2,530.93	3,618.37	2,697.84	2,692.45	1,867.64	2,681.56
6001 Social media		10.00				
6002 Listing fees						
Total for 6000 Marketing	**2,530.93**	**3,628.37**	**2,697.84**	**2,692.45**	**1,867.64**	**2,681.56**
6100 Office Supplies	226.74	391.19	359.66	270.94	413.48	301.52
6102 LPI/GloFox Expense		495.00	495.00	495.00	495.00	495.00
6103 Art Class Supplies	1,726.00	485.90	753.28	835.26	371.48	777.48
6104 Education/Training Expense	597.86	137.29	93.97	50.46	1,144.73	300.00
6105 Postage						23.40
6106 Group Fitness/GX	30.98	186.27	68.06			321.74
6200 Gas/Mileage Expense		81.09				18.15
6203 Meals & Entertainment		145.70				
6204 Volunteer/Staff Appreciation	48.61	51.76		151.81	776.45	1,398.60
6300 Repairs & maintenance						
6301 IT Services	1,768.37	971.77	971.77	971.77	1,379.65	971.77
6302 Cleaning Service	189.74				109.75	285.49
Total for 6300 Repairs & maintenance	**1,958.11**	**971.77**	**971.77**	**971.77**	**1,489.40**	**1,257.26**
6400 Business License and Permits		1,373.75	137.67		1,365.00	
6500 Bank Charges & Fees	67.61	64.26	55.52	43.62	70.22	
6600 Materials Expense	773.01	897.56	517.75	967.38	828.63	1,036.65
6601 Beverage Station	578.43	573.15	580.85	495.76	526.92	567.41
Total for 6600 Materials Expense	**1,351.44**	**1,470.71**	**1,098.60**	**1,463.14**	**1,355.55**	**1,604.06**

6700 Phone, Cable, Internet Expense	1,091.14	1,087.44	1,092.33	1,089.07	1,089.00	1,090.63
6900 Insurance Expense	941.66	941.66			2,949.50	2,239.00
7000 Payroll	33,291.31	32,477.99	33,945.66	34,681.04	35,190.16	33,564.83
7100 Employee Benefits	5,855.74	5,667.03	5,667.03	5,864.44	5,667.03	5,630.16
7200 Dues & Subscription	204.40	214.39	354.39	263.16	343.13	1,253.40
7300 Professional Fees	535.00	570.00	1,633.83	575.00	860.00	550.00
7400 Contract Labor Expense	262.50	820.00	725.00	2,412.50	2,237.50	2,350.00
7700 Equipment Expense						
7800 Pool Supplies	51.86		138.88	85.61		
7900 Legal Fees	1,698.75	750.00	2,931.25			
8200 Membership Refunds	100.00					
9000 Payroll Taxes	1,447.79	4,510.00	3,124.11	3,242.49	3,254.56	3,245.20
Total for Expenditures	**54,902.10**	**57,164.83**	**57,425.85**	**56,894.79**	**66,254.34**	**59,993.85**
Net Operating Revenue	**23,505.92**	**27,947.66**	**2,071.89**	**19,020.90**	**23,936.02**	**12,122.30**
Net Revenue	**23,505.92**	**27,947.66**	**2,071.89**	**19,020.90**	**23,936.02**	**12,122.30**

rman, Inc.
Month

Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	Jun 2026	Total
2,500.00					1,400.00	6,900.00
30.00	1,358.72	272.00		95.00	146.00	7,048.55
11,101.00	2,579.25	2,529.00	2,886.75	3,244.50	3,646.50	65,964.00
13,631.00	**3,937.97**	**2,801.00**	**2,886.75**	**3,339.50**	**5,192.50**	**$79,912.55**
2,664.74	5,231.78	6,133.57	3,987.45	3,392.03	3,830.97	45,703.31
110.00	70.00	170.00	150.00	180.00	100.00	1,235.93
250.54	79.31	260.80	125.00	225.00	156.44	4,858.87
						100.00
35.00	66.13	427.64	315.00	75.00	75.00	1,442.15
20.00	67.81	57.47	136.08	60.00	58.45	948.78
277.64	300.72	319.13	344.47	331.03	341.09	4,072.99
3,357.92	**5,815.75**	**7,368.61**	**5,058.00**	**4,263.06**	**4,561.95**	**$58,362.03**
47,054.24	44,314.89	43,103.44	44,362.22	44,665.28	44,152.23	520,748.86
12,858.25	5,807.25	11,041.00	6,620.00	21,147.25	5,913.75	131,028.50
210.00	245.00	245.00	245.00	245.00	245.00	2,415.00
60,122.49	**50,367.14**	**54,389.44**	**51,227.22**	**66,057.53**	**50,310.98**	**$654,192.36**
2,968.00	3,302.00	3,026.00	3,937.50	3,247.00	3,953.00	40,152.50
51.00			400.00			3,368.00
51.00	**$0.00**	**$0.00**	**400.00**	**$0.00**	**$0.00**	**$3,368.00**
1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00
	500.00	500.00	500.00	500.00	500.00	5,800.00
1,000.00	**1,500.00**	**1,500.00**	**1,500.00**	**1,500.00**	**1,500.00**	**$17,800.00**
101.00	1,532.30	180.00	2,780.26	916.00	111.24	38,154.86
81,231.41	**66,455.16**	**69,265.05**	**67,789.73**	**79,323.09**	**65,629.67**	**$891,942.30**
						1,007.74
$0.00	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,007.74**
81,231.41	**66,455.16**	**69,265.05**	**67,789.73**	**79,323.09**	**65,629.67**	**$890,934.56**
82.80	1,395.86	944.68	1,363.12	1,096.62	1,045.96	16,451.37
2,522.90	2,775.76	3,683.14	2,811.12	2,611.80	2,482.06	32,975.57
		13.98	7.82	5.10	24.86	61.76
	50.00					50.00
2,522.90	**2,825.76**	**3,697.12**	**2,818.94**	**2,616.90**	**2,506.92**	**$33,087.33**
603.04	241.66	368.87	626.96	343.90	308.14	4,456.10
495.00	495.00	495.00	495.00	495.00	495.00	5,445.00
1,107.20	1,520.47	984.15	1,001.25	485.98	779.80	10,828.25
475.00	278.51	53.30	39.58	107.53	103.44	3,381.67
			15.60			39.00
19.54		1,133.29	380.05			2,139.93
		47.67				146.91
						145.70
377.59	92.81	116.77		39.98	37.24	3,091.62
85.98			$0.00	230.00		315.98
971.77	261.31	1,793.37	971.77	971.77	1,051.77	13,056.86
	141.55		750.00	891.77		2,368.30
1,057.75	**402.86**	**1,793.37**	**1,721.77**	**2,093.54**	**1,051.77**	**$15,741.14**
867.01	661.50	661.50	75.00		33.50	5,174.93
						301.23
487.07	194.33	551.14	494.25	347.97	89.12	7,184.86
480.84	586.20	727.22	511.27	320.72	562.12	6,510.89
967.91	**780.53**	**1,278.36**	**1,005.52**	**668.69**	**651.24**	**$13,695.75**

1,089.00	1,106.05	1,107.68	1,106.05	1,102.35	1,105.61	13,156.35
3,508.56	1,496.58	1,496.56	1,496.56	1,496.56	1,568.56	18,135.20
32,619.14	38,108.20	38,961.99	38,373.71	36,102.33	38,698.10	426,014.46
5,394.40	5,297.74	5,260.87	5,448.15	5,260.87	5,260.87	66,274.33
432.40	363.33	253.40	253.40	263.39	402.39	4,601.18
1,250.00	580.00	557.73	653.00	743.00	777.00	9,284.56
475.00	100.00	725.00	287.50	50.00	500.00	10,945.00
129.30						129.30
	96.60	20.60	119.23			512.78
						5,380.00
	105.00					205.00
2,951.19	3,485.87	1,645.33	3,802.61	9,268.52	1,671.86	41,649.53
56,424.73	**59,434.33**	**61,603.24**	**61,083.00**	**62,235.16**	**56,997.40**	**$710,413.62**
24,806.68	**7,020.83**	**7,661.81**	**6,706.73**	**17,087.93**	**8,632.27**	**$180,520.94**
24,806.68	**7,020.83**	**7,661.81**	**6,706.73**	**17,087.93**	**8,632.27**	**$180,520.94**

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Healthy Living Center Norman, Inc.

Statement of Activity by Month
January-August, 2026

	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	Jun 2026	Jul 2026	Aug 2026	Total
Revenue									
4100 Contributions									
4102 Corporate Sponsorships	2,500.00					1,400.00	1,000.00		4,900.00
4103 Individual Donations	30.00	1,358.72	272.00		95.00	146.00		813.99	2,715.71
4104 Grants	11,101.00	2,579.25	2,529.00	2,886.75	3,244.50	3,646.50	3,346.50	28,645.00	57,978.50
Total for 4100 Contributions	**13,631.00**	**3,937.97**	**2,801.00**	**2,886.75**	**3,339.50**	**5,192.50**	**4,346.50**	**29,458.99**	**$65,594.21**
4200 Other Income									
4201 Art Class Income	2,664.74	5,231.78	6,133.57	3,987.45	3,392.03	3,830.97	3,162.96	3,084.15	31,487.65
4203 Guest Pass/Rplcmnt Scan Cards	110.00	70.00	170.00	150.00	180.00	100.00	100.00	180.00	1,060.00
4204 Educational Fees	250.54	79.31	260.80	125.00	225.00	156.44	315.55	232.62	1,645.26
4206 Group Ex Fees	35.00	66.13	427.64	315.00	75.00	75.00	300.00	75.00	1,368.77
4207 Merchandise Income	20.00	67.81	57.47	136.08	60.00	58.45	81.20	94.75	575.76
4209 Beverage Station	277.64	300.72	319.13	344.47	331.03	341.09	365.54	334.08	2,613.70
Total for 4200 Other Income	**3,357.92**	**5,815.75**	**7,368.61**	**5,058.00**	**4,263.06**	**4,561.95**	**4,325.25**	**4,000.60**	**$38,751.14**
4300 Membership Payments	47,054.24	44,314.89	43,103.44	44,362.22	44,665.28	44,152.23	43,319.34	45,302.01	$356,273.65
4301 Tivity/IND	12,858.25	5,807.25	11,041.00	6,620.00	21,147.25	5,913.75	15,746.75	6,501.75	85,636.00
4302 Chickasaw	210.00	245.00	245.00	245.00	245.00	245.00	245.00	280.00	1,960.00
Total for 4300 Membership Payments	**60,122.49**	**50,367.14**	**54,389.44**	**51,227.22**	**66,057.53**	**50,310.98**	**59,311.09**	**52,083.76**	**$443,869.65**
4400 Personal Trainers	2,968.00	3,302.00	3,026.00	3,937.50	3,247.00	3,953.00	4,734.00	2,847.00	28,014.50
4600 Rental Income									
4602 Room Rental Income	51.00			400.00				200.00	651.00
Total for 4600 Rental Income	**51.00**			**400.00**				**200.00**	**$651.00**
4700 Lease Income									
4702 Select Physical Therapy	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	8,000.00
4704 Massage Therapist		500.00	500.00	500.00	500.00	500.00	500.00	500.00	3,500.00
Total for 4700 Lease Income	**1,000.00**	**1,500.00**	**1,500.00**	**1,500.00**	**1,500.00**	**1,500.00**	**1,500.00**	**1,500.00**	**$11,500.00**
4800 Special Events Income	101.00	1,532.30	180.00	2,780.26	916.00	111.24	2,507.00	9,629.25	17,757.05
Total for Revenue	**81,231.41**	**66,455.16**	**69,265.05**	**67,789.73**	**79,323.09**	**65,629.67**	**76,723.84**	**99,719.60**	**$606,137.55**
Cost of Goods Sold									
5000 Cost of Goods Sold								234.84	234.84
Total for Cost of Goods Sold								**234.84**	**$234.84**
Gross Profit	**81,231.41**	**66,455.16**	**69,265.05**	**67,789.73**	**79,323.09**	**65,629.67**	**76,723.84**	**99,484.76**	**$605,902.71**
Expenditures									
5800 Special Events Expense	82.80	1,395.86	944.68	1,363.12	1,096.62	1,045.96	357.45	1,260.19	7,546.68
6000 Marketing	2,522.90	2,775.76	3,683.14	2,811.12	2,611.80	2,482.06	2,777.43	3,022.53	$22,686.74
6001 Social media			13.98	7.82	5.10	24.86			51.76
6002 Listing fees		50.00							50.00
Total for 6000 Marketing	**2,522.90**	**2,825.76**	**3,697.12**	**2,818.94**	**2,616.90**	**2,506.92**	**2,777.43**	**3,022.53**	**$22,788.50**
6100 Office Supplies	603.04	241.66	368.87	626.96	343.90	308.14	322.44	354.01	3,169.02
6102 LPI/GloFox Expense	495.00	495.00	495.00	495.00	495.00	495.00	495.00	495.00	3,960.00
6103 Art Class Supplies	1,107.20	1,520.47	984.15	1,001.25	485.98	779.80	1,309.30	665.07	7,853.22
6104 Education/Training Expense	475.00	278.51	53.30	39.58	107.53	103.44	454.96	43.02	1,555.34

Healthy Living Center Norman, Inc.

Statement of Activity by Month
January-August, 2026

	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	Jun 2026	Jul 2026	Aug 2026	Total
6105 Postage				15.60			8.20		23.80
6106 Group Fitness/GX	19.54		1,133.29	380.05					1,532.88
6107 Group Fitness Exercise Expense								76.11	76.11
6200 Gas/Mileage Expense			47.67					26.16	73.83
6203 Meals & Entertainment							34.35		34.35
6204 Volunteer/Staff Appreciation	377.59	92.81	116.77		39.98	37.24	342.22	113.78	1,120.39
6300 Repairs & maintenance	85.98			0.00	230.00		666.50	1,413.00	$2,395.48
6301 IT Services	971.77	261.31	1,793.37	971.77	971.77	1,051.77	2,511.77	175.17	8,708.70
6302 Cleaning Service		141.55		750.00	891.77		750.00	1,045.17	3,578.49
Total for 6300 Repairs & maintenance	**1,057.75**	**402.86**	**1,793.37**	**1,721.77**	**2,093.54**	**1,051.77**	**3,928.27**	**2,633.34**	**$14,682.67**
6400 Business License and Permits	867.01	661.50	661.50	75.00		33.50			2,298.51
6600 Materials Expense	487.07	194.33	551.14	494.25	347.97	89.12	52.15	394.02	$2,610.05
6601 Beverage Station	480.84	586.20	727.22	511.27	320.72	562.12	465.14	720.14	4,373.65
Total for 6600 Materials Expense	**967.91**	**780.53**	**1,278.36**	**1,005.52**	**668.69**	**651.24**	**517.29**	**1,114.16**	**$6,983.70**
6700 Phone, Cable, Internet Expense	1,089.00	1,106.05	1,107.68	1,106.05	1,102.35	1,105.61	1,099.96	1,101.30	8,818.00
6900 Insurance Expense	3,508.56	1,496.58	1,496.56	1,496.56	1,496.56	1,568.56	1,424.56	1,496.56	13,984.50
7000 Payroll	32,619.14	38,108.20	38,961.99	38,373.71	36,102.33	38,698.10	37,214.04	39,020.51	299,098.02
7100 Employee Benefits	5,394.40	5,297.74	5,260.87	5,448.15	5,260.87	5,260.87	4,653.90	4,473.64	41,050.44
7200 Dues & Subscription	432.40	363.33	253.40	253.40	263.39	402.39	271.39	318.74	2,558.44
7300 Professional Fees	1,250.00	580.00	557.73	653.00	743.00	777.00	789.00	768.00	6,117.73
7400 Contract Labor Expense	475.00	100.00	725.00	287.50	50.00	500.00	300.00	787.50	3,225.00
7700 Equipment Expense	129.30								129.30
7800 Pool Supplies		96.60	20.60	119.23			142.35		378.78
8200 Membership Refunds		105.00							105.00
9000 Payroll Taxes	2,951.19	3,485.87	1,645.33	3,802.61	9,268.52	1,671.86	9,701.40	3,259.52	35,786.30
Total for Expenditures	**56,424.73**	**59,434.33**	**61,603.24**	**61,083.00**	**62,235.16**	**56,997.40**	**66,143.51**	**61,029.14**	**$484,950.51**
Net Operating Revenue	**24,806.68**	**7,020.83**	**7,661.81**	**6,706.73**	**17,087.93**	**8,632.27**	**10,580.33**	**38,455.62**	**$120,952.20**
Net Revenue	**24,806.68**	**7,020.83**	**7,661.81**	**6,706.73**	**17,087.93**	**8,632.27**	**10,580.33**	**38,455.62**	**$120,952.20**

Healthy Living Center Norman, Inc.

Balance Statement
As of Aug 31, 2026

	Total
Assets	
Current Assets	
Bank Accounts	
1000 United Business Free (8570) - 1	123.94
United Business Free (7600) - 2	126,347.73
Total for Bank Accounts	**$126,471.67**
Accounts Receivable	
1100 OKC Salary Reimbursement Receivable	0.00
Total for Accounts Receivable	**$0.00**
Total for Current Assets	**$126,471.67**
Fixed Assets	
1200 Furniture and Equipment	19,560.26
Total for Fixed Assets	**$19,560.26**
Total for Assets	**$146,031.93**
Liabilities and Equity	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2000 Payroll Liabilities	-123,204.22
2200 Deferred Revenue - Grants	0.00
2210 Deferred Revenue - Corporate Sponsorships	0.00
2220 Deferred Revenue - Chickasaw	94,260.00
Total for Other Current Liabilities	**-$28,944.22**
Total for Current Liabilities	**-$28,944.22**
Total for Liabilities	**-$28,944.22**
Equity	
3200 Retained Earnings	54,023.95
Net Revenue	120,952.20
Total for Equity	**$174,976.15**
Total for Liabilities and Equity	**$146,031.93**

File Attachments for Item:

7. CONSIDERATION OF ACKNOWLEDGEMENT, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE NORMAN CONVENTION AND VISITORS BUREAU, INC., (VISIT NORMAN) SEMI-ANNUAL REPORT FROM JULY 1, 2025 THROUGH DECEMBER 31, 2025.

CITY OF NORMAN, OK

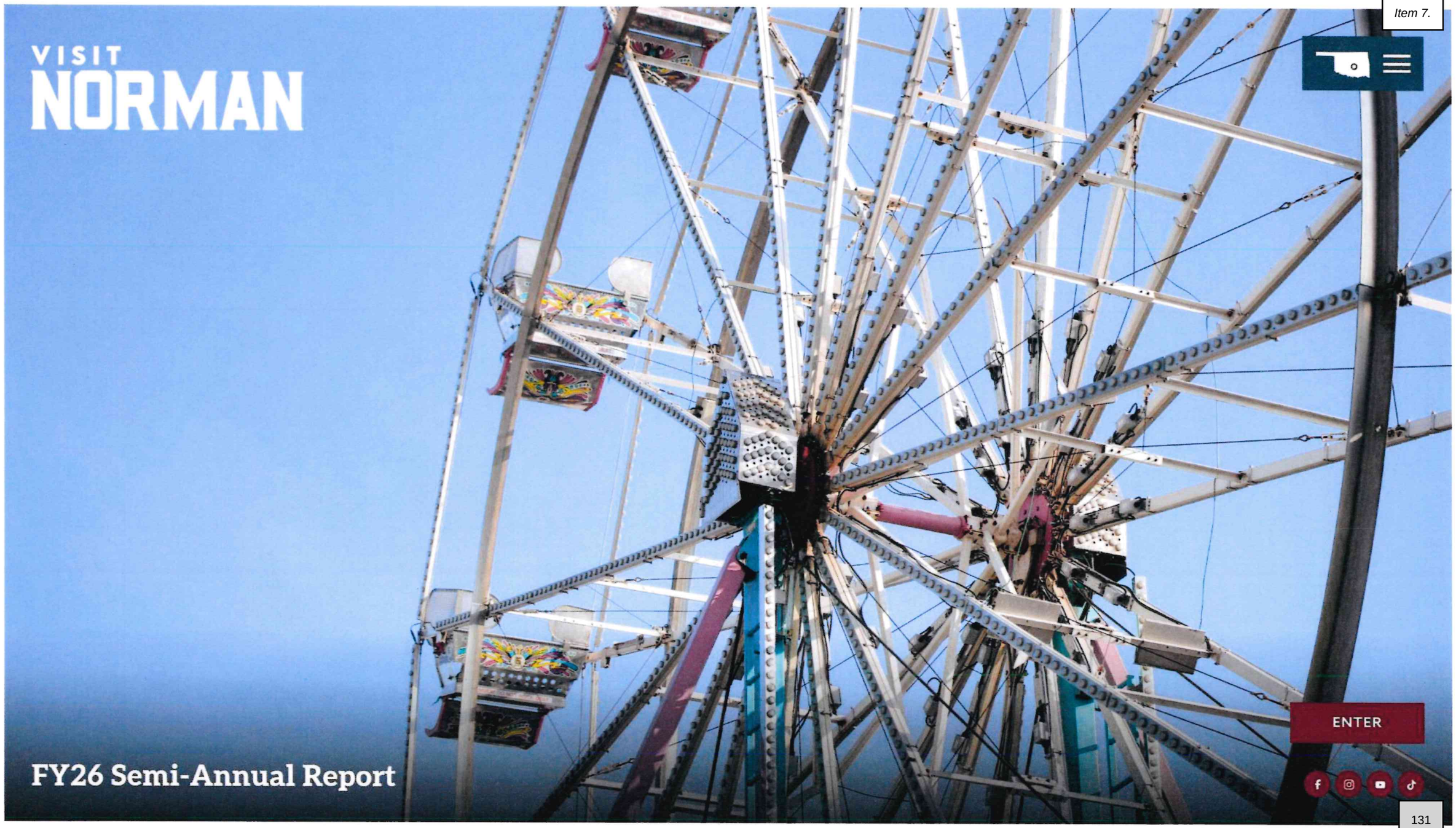
STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: Jamie Meyer

PRESENTER: Jamie Meyer, City Clerk

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE NORMAN CONVENTION AND VISITORS BUREAU, INC., (VISIT NORMAN) SEMI-ANNUAL REPORT FROM JULY 1, 2025 THROUGH DECEMBER 31, 2025.


VISIT
NORMAN
ENTER
FY26 Semi-Annual Report



VISIT NORMAN

FY26 SEMI-ANNUAL REPORT

July 1,2025 – December 31, 2025

FY26 SEMI-ANNUAL INSIGHTS

The first half of fiscal year 2026 has been a period of strong momentum for VisitNorman, with our work focused on attracting visitors, generating business for Norman's hospitality industry, and continuing to strengthen the experience our community offers to guests.

This fall, Sooner football once again brought significant visitor activity to Norman, and we expanded our efforts to connect those visitors with the broader community. In addition to promoting Norman's hotels, restaurants, attractions, and businesses, we introduced new visitor-focused initiatives including game day golf cart shuttles, a dedicated Game Day Guide, and on-the-ground activations throughout the season. These efforts were designed to make Norman easier to experience while encouraging visitors to explore more of the community during their stay.

Our sales teams continued generating future and current business for Norman. Through December, destination sales secured 5,839 definite and assisted room nights, including 4,649 definite room nights and 1,190 assisted room nights. The team also continued developing future opportunities through new leads, planner relationships, and ongoing sales activity.

Norman Sports generated an additional 17,780 room nights through December, reaching more than 52 percent of its 34,000-room-night goal for the entire fiscal year at the halfway point. Alongside event recruitment and sales efforts, we continued building awareness of Norman as a sports destination through campaigns targeting event planners and potential participants.

We also made an important investment in Norman's long-term destination marketing infrastructure with the November launch of a refreshed VisitNorman website. The new site provides a stronger platform for trip planning and for connecting potential visitors with local businesses, attractions, events, and experiences.

During the first six months of FY26, the website recorded more than 119,000 sessions, including more than 42,000 generated through organic search. VisitNorman's paid media campaigns generated more than 2.8 million impressions and nearly 56,000 clicks during the same period, extending Norman's reach to potential visitors and directing audiences toward opportunities to experience the community.

These efforts reflect the interconnected nature of our work. Marketing builds awareness and demand for Norman. Destination and sports sales convert opportunities into room nights and future business. Visitor services help guests navigate and experience the community once they arrive. Together, this work supports Norman's hotels, restaurants, attractions, retailers, and other businesses that benefit from visitor spending.

As we move into the second half of FY26, our focus remains on building upon this progress. We will continue pursuing business that generates overnight stays, strengthening Norman's visibility as a leisure and sports destination, supporting our hospitality partners, and investing in the tools and experiences that help Norman compete for visitors.

We are grateful for the continued partnership of the City of Norman, our hospitality industry, community organizations, and local businesses. Their collaboration makes this work possible and allows us to continue creating opportunities that benefit both visitors and the community we serve.



Dan Schemm
VisitNorman President & CEO

MIDYEAR PERFORMANCE AT A GLANCE

DESTINATION SALES
5,839 Definite + Assisted Room Nights
4,649 definite | 1,190 assisted

DIGITAL MARKETING
2.8M+ Paid Media Impressions
55,854 Paid Media Clicks

NORMAN SPORTS
17,780 Room Nights Generated
52.3% of 34,000 FY26 goal

VISITNORMAN.COM
119,017 Website Sessions
42,812 Organic Search Sessions

July 1–December 31, 2025

NORMAN LODGING MARKET

Rolling 12 Months – Ending December 2025

$54.6 Million
Lodging Revenue
↑ 3.5%

456,404
Room Nights Sold
↑ 0.4%

$119.56
ADR
↑ 3.1%

41.5%
Occupancy
↓ 1.4%

Norman's lodging market generated $54.6 million in revenue during the trailing 12 months, up 3.5% year over year. Revenue and average daily rate increased while room-night demand remained relatively stable.

NORMAN LODGING MARKET

Period	Supply	Demand	Revenue	Occupancy	ADR	RevPAR
Dec 2025	93,353	29,668	$3,511,653	31.8%	$118.37	$37.62
Nov 2025	90,342	32,939	$4,446,309	36.5%	$134.99	$49.22
Oct 2025	93,353	42,575	$6,337,719	45.6%	$148.86	$67.89
Sep 2025	90,342	38,165	$5,471,920	42.2%	$143.37	$60.57
Aug 2025	93,353	41,042	$4,773,142	44.0%	$116.30	$51.13
Jul 2025	93,353	40,919	$4,303,611	43.8%	$105.17	$46.10

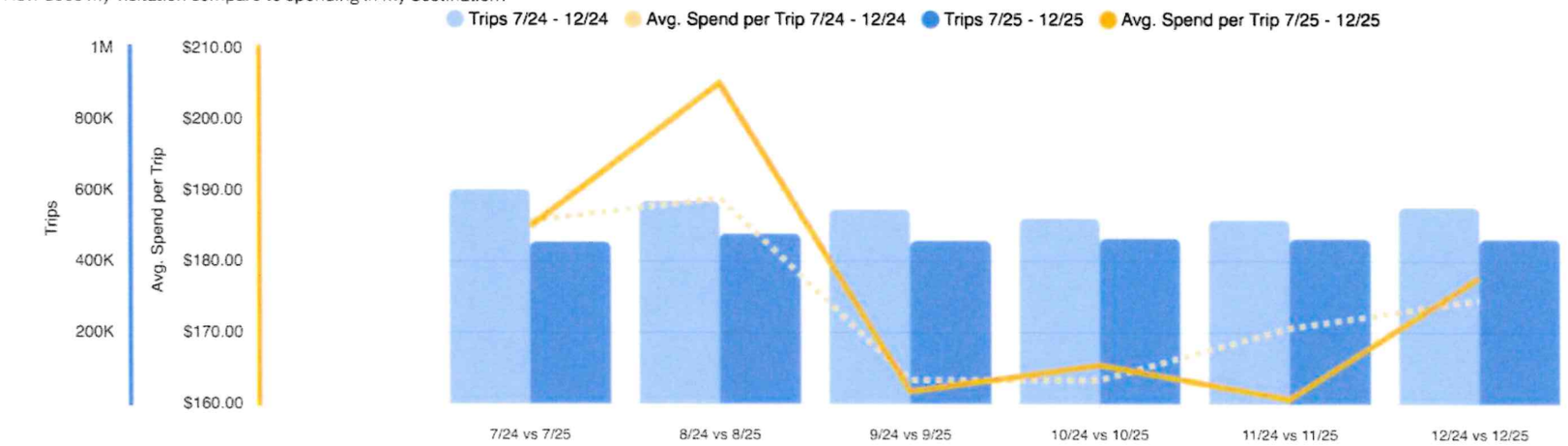
Norman's lodging market showed its strongest performance during the fall travel season, with September and October benefiting from increased demand and stronger room rates. October emerged as the strongest month of the six-month period, while demand moderated through November and December as the market entered a traditionally slower travel season. Overall, Norman hotels generated nearly $29 million in room revenue during the second half of 2025, demonstrating the continued economic value of overnight visitation while highlighting opportunities to build demand during softer periods.

DATAFY METRICS

Visit Norman Custom View | Datafy Default | 7/1/2025 - 12/31/2025 | Compared to Previous Year 7/1/2024 - 12/31/2024

Trips and Avg. Spend per Trip

How does my visitation compare to spending in my destination?



DMA Visitation

What markets took the most trips?

DMA	Trips	Avg. Length of Stay
Austin	1.26%	2.5 days
Denver	1.09%	2.7 days
Shreveport	1.05%	2.5 days

DMA Spending

Which markets are spending in my destination?

DMA	Share of Spend %	Avg. Spend
Dallas-Ft. Worth	18.50%	$157.97
Tulsa	13.31%	$117.81
Sherman-Ada	10.02%	$145.91

Top DMAs by Trips

Of the devices observed in the destination during the selected date ranges, what share of devices originated from each DMA?

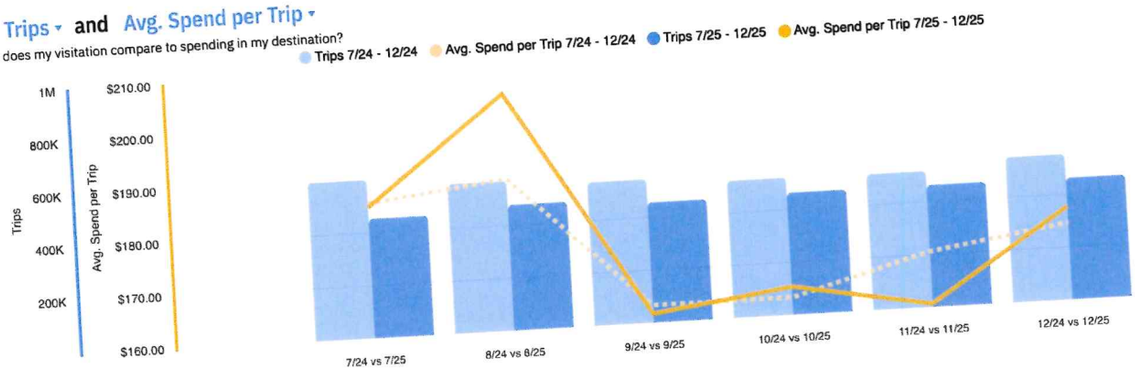
	7/1/2024 - 12/31/2024	7/1/2025 - 12/31/2025
1	Oklahoma City 15.04%	Oklahoma City 15.66%
2	Tulsa 12.01%	Sherman-Ada 13.16%
3	Sherman-Ada 11.86%	Tulsa 12.42%

Visit Norman Custom View

Datafy Default | 7/1/2025 - 12/31/2025 | Compared to Previous Year 7/1/2024 - 12/31/2024

Trips and Avg. Spend per Trip

How does my visitation compare to spending in my destination?



DMA Visitation

What markets took the most trips?

DMA	Trips	Avg. Length of Stay
Austin	1.26%	2.5 days
Denver	1.09%	2.7 days
Shreveport	1.05%	2.5 days
Amarillo	1.00%	2.4 days
Los Angeles	0.87%	2.7 days
Waco-Temple-Bryan	0.76%	2.4 days
Atlanta	0.70%	2.6 days
Little Rock-Pine Bluff	0.70%	2.4 days
Phoenix -Prescott	0.68%	2.6 days
Chicago	0.62%	2.5 days

DMA Spending

Which markets are spending in my destination?

DMA	Share of Spend %	Avg. Spend
Dallas-Ft. Worth	18.50%	$157.97
Tulsa	13.31%	$117.81
Sherman-Ada	10.02%	$145.91
Oklahoma City	9.07%	$119.74
Wichita Falls & Lawton	5.93%	$134.31
Houston	4.15%	$206.10
Shreveport	2.94%	$257.33
Ft. Smith-Fay-Sprngdl-Rgrs	2.01%	$136.25
Denver	1.85%	$212.56
Amarillo	1.49%	$203.00

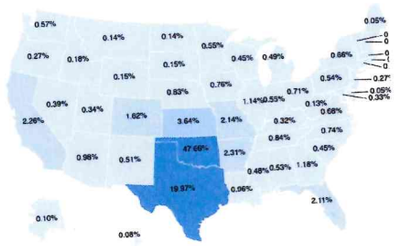
Top DMAs by Trips

Of the devices observed in the destination during the selected date ranges, what share of devices originated from each DMA?

	7/1/2024 - 12/31/2024	7/1/2025 - 12/31/2025
1	Oklahoma City 15.04%	Oklahoma City 15.66%
2	Tulsa 12.01%	Sherman-Ada 13.16%
3	Sherman-Ada 11.86%	Tulsa 12.42%
4	Dallas-Ft. Worth 9.48%	Dallas-Ft. Wort 10.02%
5	Wichita Falls & L 7.99%	Wichita Falls & L 8.47%
6	Wichita-Hutchin 2.27%	Wichita-Hutchin 2.34%
7	Houston 2.12%	Houston 2.16%
8	Ft. Smith-Fay-Sp 1.69%	Ft. Smith-Fay-Sp 1.74%
9	Kansas City 1.40%	San Antonio 1.40%
10	Austin 1.24%	Kansas City 1.39%

Share of Visitor Days by State

What states are most of my visitors coming from?



Top DMAs

What markets are most visitors from?

DMA	Share of Visitor Days	Total Visitor Days	% Change in Visitor Days
Oklahoma City	13.9%	959,886	↗ 3.36%
Tulsa	12.4%	857,200	↗ 3.08%
Sherman-Ada	11.8%	811,735	↗ 3.48%
Dallas-Ft. Worth	10.2%	703,159	↗ 5.17%
Wichita Falls & L	7.5%	517,400	↗ 1.49%
Houston	2.4%	164,177	↗ 3.08%
Wichita-Hutchins	2.2%	154,094	↗ 0.99%
Ft. Smith-Fay-Sp	1.8%	123,589	↗ 1.59%
San Antonio	1.5%	104,966	↗ ∞%
Kansas City	1.5%	100,390	↗ 1.35%

In/Out of State Visitation

What is the visitor days split for in-state vs out-of-state?



In-State 49.73%
+ 0.53 vs Compare Dates

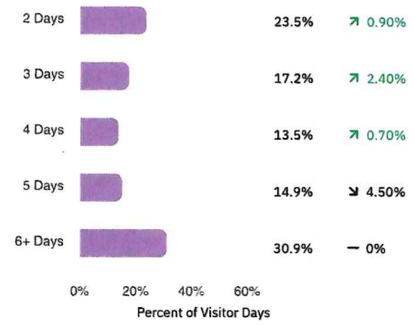
Out-of-State 50.27%
− 0.53 vs Compare Dates

Sample transactional data provided by Affinity Solutions. Modeling, analysis, insights and estimates generated b

DAT

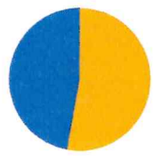
Caladan 1.2 Model | © Datafy - All Rights Reserved
This data represents a statistical model based on a sample size of devices.

Overnight Visitation Share



Repeat Spenders

What share of my visitors are repeat spenders?



One Time	52.80%	
1.11 vs Compare Dates		
Repeat	47.20%	
1.11 vs Compare Dates		

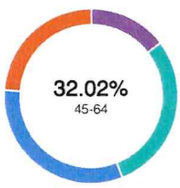
Length of Stay by Top DMAs

What is the average length of stay by market?

DMA	Avg Length of Stay	Share of Trips
Oklahoma City	2 Days	15.66%
Sherman-Ada	2 Days	13.16%
Tulsa	2.3 Days	12.42%
Dallas-Ft. Worth	2.3 Days	10.02%
Wichita Falls & Lawton	2 Days	8.47%
Wichita-Hutchinson Plus	2.2 Days	2.34%
Houston	2.5 Days	2.16%
Ft. Smith-Fay-Sprngdl-Rgrs	2.4 Days	1.74%

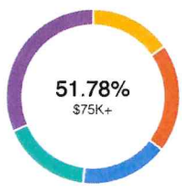
Demographics

AGE



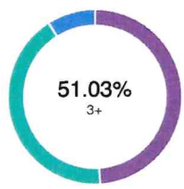
16-24	14.59%
25-44	29.50%
45-64	32.02%
65+	23.90%

INCOME



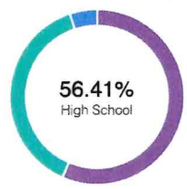
$150K+	15.27%
$100K-$150K	20.09%
$75K-$100K	16.43%
$50K-$75K	16.70%
$0-$50K	31.52%

HOUSEHOLD



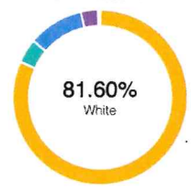
1-2	48.97%
3-5	42.02%
6+	9.01%

EDUCATION LEVEL



High School	56.41%
Bachelors	38.49%
Graduate	5.10%

ETHNICITY



White	81.60%
Black	4.49%
Hispanic	10.30%
Asian	3.16%
Other	0.45%

Sample transactional data provided by Affinity Solutions. Modeling, analysis, insights and estimates generated by Datafy.

Caladan 1.2 Model | © Datafy - All Rights Reserved
This data represents a statistical model based on a sample size of devices.

DATAFY

File Attachments for Item:

8. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF THE RECEIPT OF THE ANNUAL REPORT FROM LITTLE AXE YOUTH SPORTS (LAYS) TO THE BOARD OF PARK COMMISSIONERS

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF THE RECEIPT OF THE ANNUAL REPORT FROM LITTLE AXE YOUTH SPORTS (LAYS) TO THE BOARD OF PARK COMMISSIONERS

BACKGROUND:

Little Axe Youth Sports (LAYS) has been a part of the Little League organization for many years and offers baseball and softball programs for 6 to 12-year-olds. The Babe Ruth Organization sanctions LAYS and participates with the North Canadian Athletic Association (NCAA). LAYS offers both League and Tournament, and offers teams throughout the region opportunities to grow, learn, and excel on the diamond. The Little Axe Baseball and Softball Complex is located at 1000 168th Avenue NE and is near Lake Thunderbird, which offers summer league and guest participants opportunities to cool off after a long day at the ballfields.

DISCUSSION:

Little Axe Youth Sports gave its annual presentation to the Board of Park Commissioners on October 1, 2026. Their presentation included information about their events, programming, rentals, and 2024-2025 financials.

RECOMMENDATION:

It is recommended that the City Council accept the Little Axe Youth Sports (LAYS) annual report.

LITTLE AXE YOUTH SPORTS

2025 Annual Report

LAYS Board
LAYouthSports@gmail.com

Little Axe Youth Sports
1000 168th Ave NE
Norman, OK 73026-9200

L.A.Y.S. 2025 Board Members

President: Tiffany Earhart
Vice President: Brandon Smith
Treasurer/Secretary: Trisha Rosenfelt

Board Members

Concession Staff

Concession Manager: Trisha Rosenfelt

Little Axe Youth Sports

1000 168th Ave NE

Norman, OK 73026-9200

2025 Little Axe Youth Sports Board

Position	Name	Phone Number	Alternate Contact
President	Tiffany Earhart	928-257-5868	SnowBunnie1978@gmail.com
Vice President	Brandon Smith	405-606-1780	Bksmith135@gmail.com
Treasurer/Secretary	Trisha Rosenfelt	405-432-0841	Trisha.Rosenfelt@gmail.com
Board Member			
Board Member			
Board Member			
Board Member			
Board Meetings are held on an Adhoc basis			
Concession Manager	Trisha Rosenfelt		
Community Center Contact	Gabby	292-9771	

Little Axe Youth Sports

1000 168th Ave NE

Norman, OK 73026-9200

1. Narrative of all League and Tournament Activity

Community and coaches' meetings were held several times throughout the year to recruit new board members; at which time, any unoccupied offices were open for election and new members seated. Unfortunately, in 2025, no new board members were found, therefore LAYS has several open board vacancies to be filled. We will continue to host community open meetings to try to gain more participation from adults in the community.

Before the CY25 season began, State, City and County permits were renewed. The Cleveland County Health Department performed an in-person inspection and the concession stand passed without violations.

For the 2025 Season, LAYS sanctioned again with the Babe Ruth Organization and participated with the North Canadian Athletic Association (NCAA) for league play and were able to hold online registrations. The online registration period ran from January through March. Coaches also participated by obtaining their background checks and registration through the Babe Ruth Portal and SportsEngine. Teams were organized, and parents were notified by coaches. Coaches attended the Coaches meeting where LAYS passed out 2025 OK Kids/NCAA Rules and answered questions for the upcoming season. For 2025, LAYS participated in the North Canadian Athletic Association which consisted of several towns.

LAYS also partnered this summer with Little Axe High School Softball program to assist the High School program with various school sanctioned tournaments by lending the High School certain LAYS equipment to use during the tournament. LAYS received no compensation for this.

Field improvements and maintenance are continually ongoing by LAYS. Many of the base plugs, pitching rubbers and some bases were replaced again for the 2025 season. Field 2 had to be completely scraped again to remove grass and level the playing surface as much as LAYS can with limited resources. We purchased over 20 tons of topsoil for the infields as it washes out each rain event due to the drainage issues. Thus far, LAYS has not received any quotes that are within the financial capabilities of LAYS to afford the drainage repairs needed for the fields. Subsequently, LAYS will need the City of Norman to ensure they are spraying the outfields for weed and sticker control in 2025, as in 2025 we were constantly faced with trying to control the weeds.

As of Fall 2025, it is LAYS understanding there are still open projects to correct the erosion problems, drainage, and other areas of improvement to be completed at the facility. LAYS continues to communicate with Parks to request status updates as several areas of erosion are growing, including separation of drainage covers and retaining walls.

Little Axe Youth Sports

1000 168th Ave NE

Norman, OK 73026-9200

2. Organizational Mission Statement and Goals

These are included in the organization's By-Laws. A copy is attached to this report.

3. All League and Tournament Fee Structure

The organization charges a league fee of $40 per child.

The gate fees for league were set by NCAA League. SCGCL gate admission is: Ages 16 & under are Free; Ages 17-59 is $5.00, and those that are over the age of 65 are free.

4. Number of games, teams, players, tournaments, and scholarships

GAMES – Average of 16 per team (double headers) for Spring League

TEAMS – For Spring 2025, we had 4 League Teams from Little Axe participate.

PLAYERS – Baseball had 48 participants. Softball had 12 participants and 10 adult volunteers.

TOURNAMENTS – LAYS hosted 1 tournaments in 2025.

5. Age of Participants

USSSA guidelines regulate the age of participants. Players at Little Axe range in age from four to twelve years.

Little Axe Youth Sports

1000 168th Ave NE

Norman, OK 73026-9200

6. Breakdown of Revenue

SEE ATTACHED REPORT

7. Disclosure of all Commissions, Refunds, and Rebates to the Organization

The league received reimbursement for:

 N/A

8. Revenue Beginning and Ending Fund Balance

SEE ATTACHED REPORT

9. Annual Budget

SEE ATTACHED REPORT

10. Current Record of Officers

All expenditures are approved by a quorum of officers' present at any duly called meeting.

Certain expenses were given an annual blanket approval, such as regular field maintenance allowance, and the purchase of weekly supplies for the concession stand.

SEE ATTACHED LIST OF OFFICERS

11. Names of Those Responsible for Maintaining Books and Records

The By-Laws dictate that the secretary, Tiffany Earhart, will be responsible for all records.

Each team has a roster containing a roster, contracts, and birth certificates. These records maintained electronically via SI Play. For 2025, they will be maintained in SportsEngineHQ.

 Meeting Minutes are on file.

 Insurance coverage is on file.

 A copy of all correspondence sent or received is on file.

The By-Laws dictate that the Treasurer, Tiffany, will be responsible for all records pertaining to the finances. The organization has a bank account with MidFirst Bank. All revenues are deposited into this bank account. All expenditures are processed through

Little Axe Youth Sports

1000 168th Ave NE

Norman, OK 73026-9200

this bank account. The organization maintains a business checkbook. A monthly financial report is provided to the board and available to the community upon request. All receipts and invoices are maintained and placed in a binder. All bank statements and any other financial documents are organized in this binder.

12. Affirmation That Organization is Filing Yearly State Tax Returns

SEE ATTACHED

OkTAP

Confirmation

Confirmation

Click here to print this confirmation page for your records.

Your payment has been submitted and should appear shortly in the Requests tab.

Confirmation Number: 0-820-119-776

Payment Amount: $74.87

The payment will be posted to your account within 2-3 business days following the payment initiation date. If your account does not reflect the payment after this date, please send us a message.

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Little Axe Youth Sports INC

Profit and Loss

January-December, 2025

	Total
Income	
Gross Receipts	440.65
Non Profit Income	$850.00
Concessions	1,596.37
League	2,402.49
Total for Non Profit Income	**$4,848.86**
Unapplied Cash Payment Revenue	0.00
Total for Income	**$5,289.51**
Gross Profit	**$5,289.51**
Expenses	
Bank Charges	-691.92
Commissions & fees	13.08
Dues & Subscriptions	309.68
Insurance - Liability	986.00
League Fees	110.50
QuickBooks Payments Fees	426.40
Repair & Maintenance	
Field Maintenance	100.00
Total for Repair & Maintenance	**$100.00**
Supplies	
Concession Supplies	2,342.78
Total for Supplies	**$2,342.78**
Taxes & Licenses	788.62
Total for Expenses	**$4,385.14**
Net Operating Income	**$904.37**
Other Income	
Other Ordinary Income	415.02
Total for Other Income	**$415.02**
Net Other Income	**$415.02**
Net Income	**$1,319.39**

Little Axe Youth Sports INC

Profit and Loss

January 1-August 29, 2026

	Total
Income	
Non Profit Income	$2,848.70
League	1,450.00
Total for Non Profit Income	**$4,298.70**
Total for Income	**$4,298.70**
Gross Profit	**$4,298.70**
Expenses	
Bank Charges	188.53
Dues & Subscriptions	662.19
League Fees	880.65
Office Expenses	169.99
QuickBooks Payments Fees	108.40
Repair & Maintenance	
Field Maintenance	656.44
Total for Repair & Maintenance	**$656.44**
Supplies	
Concession Supplies	308.72
Total for Supplies	**$308.72**
Total for Expenses	**$2,974.92**
Net Operating Income	**$1,323.78**
Net Income	**$1,323.78**

Little Axe Youth Sports
1000 168th Ave NE
Norman, OK 73026-9200

LITTLE AXE YOUTH SPORTS INC.

BY-LAWS

The organization shall be known as the Little Axe Youth Sports, Inc., herein referred to as L.A.Y.S. It shall be operated under the direction of the Little Axe Youth Sports Committee herein referred to as the L.A.Y.S. Committee. L.A.Y.S shall be compliant with the City of Norman contract. Abide by the Rules and Regulations of the N.C.A.A. and OK Kids Association.

PURPOSE

The purpose of L.A.Y.S. is to implant firmly in the children of the community the ideas of good sportsmanship, honesty, loyalty, courage and respect for authority, so that they may be well adjusted, stronger and happier boys and girls and will grow to be decent, healthy and trustworthy men and women.

To achieve this objective, the L.A.Y.S. will provide a supervised program of baseball and softball games regulated by the rule and policies of the N.C.A.A. Directors, officers and members shall bear in mind that stressing exceptional athletic skills or the winning of games is secondary and that the type and quality of leadership extended to the boys and girls is of prime importance.

FISCAL YEAR

The fiscal year of the corporation shall run from January 1 until December 31. These stated by-laws will be in effect until the establishment of another revision of these by-laws, but must be reestablished and voted upon the following year by the L.A.Y.S. Committee.

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L.A.Y.S. COMMITTEE

ARTICLE 1

The L.A.Y.S. Committee shall consist of the following listed in hierarchy:

- President – 4 year position
- Vice President – 3 year position
- Treasurer – 2 year position
- Secretary – 2 year position
- Concession Stand Manager – 3 year position
- Up to seven (7) Board Members – 3 year position

Any L.A.Y.S. Committee position that is available will be open for nominations during the first January meeting. The L.A.Y.S. Committee in private will vote on the nominations. All nominations voted into office will be called by the President and informed of the decision. All offices shall be elected with a majority vote by the L.A.Y.S. Committee present.

Any vacancy in office due to death, resignation, and removal or otherwise shall be filled by a person chosen and voted on by the L.A.Y.S Committee. In the event the office of President becomes vacant the Vice President may take the office of President for the remainder of the term. The vacant office shall be filled by a person chosen and voted on by the L.A.Y.S. Committee for the remainder of the term. Any member may be carried over past written time limit if no applicants apply for open positions. Any member may reapply for position but will not be allowed to vote or be present during voting of that position.

All resignations must be hand written and accepted by the board. A verbal resignation shall only be accepted if the member fails to perform duties thereafter. If a member officially resigns and chooses to return to the board, a vote must be conducted in a non-emergency, regularly scheduled meeting to bring them back into the board.

The L.A.Y.S. Committee shall meet annually in the month of January as votes are tied, to obtain a majority rule.

Seven (7) of the Seventeen (17) officers of the L.A.Y.S. Committee will constitute a quorum for the conduct of business. A majority vote by an established quorum of officers present will be sufficient to approve or reject a motion. In the absence of a called meeting, or between meetings, the President may circulate a motion by any method to include phone calls, text, or e-mail for the resolution of any question he/she deems of sufficient importance. In this instance a majority vote of the entire board will be required for approval. An attempt must be made to contact all board members. In the event of an urgent action, an emergency meeting can be called. During this meeting the minimal number of board members constituting a quorum shall be three. Attempts shall be made to contact all Board Members. Ample time shall be given to Board

members to respond depending on the severity of the situation before a meeting is called into motion and a decision made.

The officers of the corporation shall not be personally liable for any debt, liability, or obligation of Little Axe Youth Sports, Inc. All persons, corporations, or other entities extending credit to, contracting with, or having any claim against, the corporation, may look only to the funds and property of the corporation for the payment of any such contract or claim or for the payment of an debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them from the corporation.

The LAYS does not recommend voting in any board members that are married. In the event that this does happen, the married couples vote shall constitute one vote between the two.

L.A.Y.S. Committee officers shall not receive compensation for any services performed on behalf of the L.A.Y.S. Committee or the maintenance/repairs of the fields. Items of reimbursable expense must be voted on by the L.A.Y.S. Committee and approved. All expenses will be briefed during meetings and made available in the meeting minutes.

All items identified as requiring purchase must be preapproved during a duly called meeting and identified in the meeting minutes. The board may elect to approve annual spending for regular or reoccurring items such as monthly electric bill or concession purchases. Payment or purchase receipts must be kept for records by the treasurer. Any emergency purchases may be made by phone contact to board members with verbal authorization. This authorization shall be documented in the next meeting minutes.

ARTICLE II

OFFICES

President - The President shall be the chief operations officer and shall have the authority and responsibility for the general and "everyday" management of the L.A.Y.S. business of the organization as prescribed and take full responsibility for the L.A.Y.S. Complex.

The President may delegate to other officers of the L.A.Y.S. Committee such portions of his/her responsibilities as he/she deems appropriate but shall be held accountable for their actions and the result thereof.

The President shall oversee the scheduling of practice, games, umpires and concession.

The President shall assist the Umpire Commissioner with paying the umpires.

The President shall receive and follow-up on all protests.

The President shall be responsible for compliance and maintenance of any contracts with the City of Norman that might be in effect, as well as maintaining working relations with the City of Normans Community Center.

The President shall be present at all city and league meetings, and must keep the L.A.Y.S. Committee updated of any and all business transaction at such meetings.

Any action required of, or responsibility placed upon the President shall pass to the next member in seniority if the President should be incapacitated, or for any reason should be unable, or simply fail, to take action or fulfill such responsibility.

At the end of the current season the President shall call a meeting of the L.A.Y.S. Committee to discuss any changes required to the by-laws or items of interest. This includes maintenance of the facilities, equipment and or items needed for the following season.

The President shall call an L.A.Y.S. Committee meeting in the month of January prior to the community meeting in January to establish what positions needing filled and any pertinent information that needs discussed during the community meeting.

The President shall be removed if failure to operate in the best interest of the L.A.Y.S. or fails to accomplish stated responsibilities by a vote of the L.A.Y.S. Committee.

Vice President **–** The Vice President functions as an assistant to the President.

In the absence of or disability of the President he/she shall assume and perform the duties of the President.

The Vice President shall in the absence of the President be present at all city and league meetings, and must keep the L.A.Y.S. Committee updated of any and all business transacted at such meetings.

The Vice President shall relay problems/suggestions to the President as they occur.

The Vice President shall assist the Umpire Commissioner with paying the umpires.

Vice President the Vice President is responsible for the sign out and tracking of all keys within the facility. All members receiving a facility key will sign for the key. All keys received by other than L.A.Y.S. Committee members shall be returned at the end of the season.

The Vice President shall be listed on the checking account but will only act during the absence of the Treasurer.

The Vice President shall control or assist in the practice/game schedule.

The Vice President shall be removed if failure to operate in the best interest of the L.A.Y.S. or fails to accomplish stated responsibilities by a vote of the L.A.Y.S. Committee.

Secretary **–**The Secretary shall maintain all of the records of L.A.Y.S. including but not limited to meeting minutes, agendas, contracts, N.C.A.A, OK Kids, and USSSA rules and regulations. He/she is responsible for the filing of all records and ensuring proper forms are available at all

times. He/she shall ensure all paperwork at the end of the season deemed critical (birth certificates, social security numbers, etc) is destroyed by shredding or burning. He/she will have at the minimum one board member present during this process. Electronic documents may be sustained for possible future use, but these documents may not be shared for any purpose other than official L.A.Y.S business.

The Secretary shall keep all L.A.Y.S. Committee, N.C.A.A., City of Norman, and USSSA contact information current and on file.

The Secretary shall ensure a current copy of the meeting minutes are available at the concession stand or designated area deemed appropriate by the L.A.Y.S. Committee at all times during the season.

Treasurer - The Treasurer shall manage the checking account and all funds transactions including but not limited to paying Association's bills, maintaining league funds records, and the submission of progress reports. He/she shall prepare a Financial Statement for presentation at the annual Norman Parks and Recreations meeting in the month of July. Such statement shall reflect, in reasonable detail, the income and expenses of the past year and the amount of assets and liabilities of the Association as of the moment said report is being made. This information will be updated in the last week of December for the annual Board meeting in January.

The Treasurer is responsible for filing all L.A.Y.S. taxes at the end of the year or when due and briefing the current status to include the starting check number, ending check number and current fund total during the L.A.Y.S. Committee meetings. He/she shall ensure $1500.00 is allocated for after season expenses.

The Treasurer shall file all non-profit paperwork on behalf of the L.A.Y.S. Committee.

The Treasurer shall write all receipts and assists the Baseball and Softball Commissioners during sign ups.

All proceeds received from the sponsorship program shall be tracked. This money shall be maintained in the L.A.Y.S. checking account but shall have a separate total from other income due to field use only. This money may be used towards $1500.00 allocated during the season for any additional expenses.

The Treasurer shall design an Accounts form for the tracking of funds made by the concession stand, and shall provide copies to the Concession Stand manager for completion.

Concession Stand Manager – The Concession Stand Manager is responsible for stocking the concession stand and ensuring the concession stays stocked. He/she shall be responsible for the restrooms and any maintenance and or repairs needed on the concession stand. He/she shall maintain all concession stand equipment. Any repairs and or replacement of items will be briefed to the L.A.Y.S. Committee.

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The Concession Stand Manager shall present to the L.A.Y.S. Committee at the beginning of the season an established list of consumable items and prices to be voted on by the committee.

He/she shall establish a sign in/out log for tracking all volunteers and team participation.

He/she shall be responsible for establishing a list of scheduled volunteers for the concession stand and gate admissions and ensuring appropriate money is available during tournaments, this includes a hand stamp for the gates.

He/she shall schedule a food handler's class through the Community Center. He/she shall keep track of volunteer's names from each team for scheduling purposes.

Current copies of the N.C.A.A. by-laws, L.A.Y.S. by-laws, rule books, team schedules, practice time schedule, and meeting minutes shall be keep in the concession stand at all times.

The Sonic Corporation may supply cups but must be given advance notice. All toiletries may be supplied by the community center but must be given advance notice.

The Concession Stand Manager is responsible for scheduling the Health Department from the City of Norman and ensuring all Health Department requirements are met.

No individual under 16 years of age shall be allowed to enter the concession stand during hours of operation. In the event of an emergency, the concession stand must be closed and locked.

An Accounts form designed by the Treasurer shall be filled at the end of any day the concession stand was opened.

Advertisement Manager **–** Advertisement Manager is responsible for ensuring all sponsorship letters/information is distributed and collected from businesses in the local community and abroad. He/she shall keep a record of all businesses donating and the amount donated for future reference. A copy of these records shall be given to the Treasure for tax purposes.

He/she shall ensure all sponsors receive a personal letter of appreciation from L.A.Y.S.

Field Manager **–** The Field Manager is responsible for ensuring all fields, equipment, and structures are properly maintained. This includes mowing, dragging and preparation of the fields. He/she shall be responsible for the procurement of bases and any maintenance the fields may require. He/she shall make all calls for rain delays and shall inform the Baseball and Softball Commissioners.

Baseball Commissioner - The Baseball Commissioner shall be responsible for L.A.Y.S. baseball compliance with N.C.A.A. and /or OK Kids Association, and USSSA Rules and Regulations, and must maintain a current copy of the rules and regulations to help with any conflicts that may occur.

He/she shall coordinate with the Vice President, Softball/T-ball Commissioner and Field Manager on the practice/game schedule. The schedule shall be posted at all times at the concession board or window and L.A.Y.S. office.

The Baseball Commissioner shall correspond with the baseball coaches regarding any questions and/or problems. He/she shall relay problems/suggestions to the President as they occur.

The Baseball Commissioner shall make and receive calls such as, but not limited to, contacting the coaches when practice or games are canceled or changed.

The Baseball Commissioner shall be responsible for all sign up paperwork/packages, collecting all applicable money and the completion of all preseason and post season tournaments along with the distribution of all baseball trophies.

Softball/T-ball Commissioner – The Softball/T-ball Commissioner shall be responsible for L.A.Y.S softball/T-ball compliance with N.C.A.A , OK Kids Association, and USSSA Rules and regulations, and must maintain a current copy of the rules and regulations to help with any conflicts that may occur.

The Softball/T-ball Commissioner shall coordinate with the President, Baseball Commissioner and Field Manager on the practice/game schedule. The schedule shall be posted at all times at the concession stand board or window and L.A.Y.S. office.

The Softball/T-ball Commissioner shall correspond with softball and T-ball coaches regarding any questions and /or problems. He/she shall relay problems/suggestions to the President as they occur.

The Softball/T-ball Commissioner shall make and receive calls such as, but not limited to, contacting the coaches when practice or games are canceled or changed.

The Softball/T-ball Commissioner shall be responsible for all sign up paperwork/packages, collecting all applicable money and the completion of all preseason and post season tournaments along with the distribution of all softball/T-ball trophies.

Umpire Commissioner- Shall be responsible for all umpires, assuring that they are properly certified and aware of the league rules.

The Umpire Commissioner shall ensure that the umpires have the correct uniforms.

The Umpire Commissioner shall be responsible for scheduling of umpires and notifying the umpires when games are canceled.

The Umpire Commissioner shall sign all umpire payment slips with the President, Vice President or appointed representative.

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Board Members – Up to seven (7) board members can be elected to sit on the committee.

Board Members shall attend all L.A.Y.S. Committee meetings to vote when necessary on issues with the LA.Y.S. Committee as well as advice the L.A.Y.S. Committee as to public concerns or comments.

Board Members may be required to assist different duties that are appointed to them by the L.A.Y.S. Committee, such as but not limited to, working concession and collecting gate fees.

Board Members are required to attend at least two (2) home games a week and all home tournaments. Exceptions may be made with President approval. If a board member misses more than two scheduled board meetings in a row without President approval, he or she will be removed from the board.

L.A.Y.S. Committee or board members that have custody or legal guardianship of children playing baseball/softball shall have the child's start up fee paid for by the L.A.Y.S committee. No L.A.Y.S. Committee or board member shall have more than 3 children sponsored at a time.

Coaches – Coaches shall be required to sign a Coaches Agreement with the Little Axe Youth Sports, Inc.

Coaches shall coordinate with the commissioner(s) on all matters pertaining to the team or league.

Coaches shall operate the team within the rules and regulations of the N.C.A.A., OK Kids Association, and USSSA.

The last coach to practice on a field must ensure the bases are stored in the L.A.Y.S. barn.

The home team is responsible for cleaning both the home and away teams dug outs after each game or practice.

Coaches are required to attend all coaches meetings throughout the season and are highly encouraged to attend board meetings. During these meeting Coaches may suggest changes to bylaws or park improvements.

Coach's at the end of the season shall turn in all coach's packages to the L.A.Y.S. to be destroyed. This ensures that no pertinent information falls into the wrong hands. This step is to ensure the welfare of the child stays intact.

Coach's/parents, if birth certificates are requested by the parents at the end of the season to use towards another sport the L.A.Y.S. must be notified in advance before they are shredded. A photo Identification is required before any birth certificates will be given to the requester.

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Coaches should:

- Allow players to have fun
- Teach players fundamentals
- Teach players sportsmanship
- Ensure that all players play at least 2 innings
- Be considerate of player's feelings and exhibit self-control at all times.
- Show respect for opposition and fans
- Cooperate with officials and fans
- Keep winning and losing in their proper perspective. Stress effort rather than scores.

Coaches shall refrain from:

- Baiting officials or disputing their decisions on the field
- Angering the opposition or fans by word or gesture
- Yell at, insult, or be-little the players on the field
- Attend practices or games with beer or alcohol on his/her breath

Coaches will be selected in the following order:

- Head coach of team from previous year
- Head coach moving up a league
- Assistant coaches from previous year moving up to head coach
- Coaches that have previously coached in our program
- New coaches on a first come, first served basis

A coach's position is not a guaranteed position. The L.A.Y.S. board may elect to replace a coach at any time if they deem it appropriate for the best interest of the league or players. In the event that the Coach is being removed during the season, the Coach shall have an opportunity to speak at the L.A.Y.S. Committee meeting where on behalf of his removal/discharge is being considered. Any removal/discharge shall require a majority vote of an established quorum. In the event a Coach is being considered for removal/discharge, he/she will not be eligible to constitute a quorum or vote. If a Coach is considered for removal outside of the season, the Coach is not guaranteed a right to speak on his/her behalf for the vote.

Any Coach shall be required to submit to a background investigation, if such investigation is warranted and requested by a majority vote of an established quorum of the L.A.Y.S. Committee. Should a background investigation be performed the cost of such investigation shall be paid for by the Coach of with the investigation is performed on, not to exceed $25.00. In the event the background investigation exceeds said amount the remainder of the balance shall be paid by L.A.Y.S.

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Parents/fans – All parents, legal guardians/custodians/fans shall support all children; not only the children in which they are legally responsible for. They shall display sportsmanship and support all coaches and represent themselves accordingly.

Any parent having difficulty or can't pay in full any of the fees required shall contact any of the L.A.Y.S. board members to set up a payment plan. If a payment plan can't be established the board shall set up a work plan for the parent, this may include working in the concession, field clean up or other jobs in need of completion.

We wish parents to understand that the purpose of the program is to teach their children fundamentals and sportsmanship, but most of all, to have fun. It is our hope that the parents understand the overall program and goals and will assist in carrying them out.

The L.A.Y.S. board appreciates responsible reporting of infractions that are not in the best interest of the program. However, parents should refrain from complaining about close calls, judgment calls, or other questionable arguments. Parents, fans, or coaches, who under the opinion of the ranking L.A.Y.S. board member are disrupting the game will be asked to leave the park. Failure to comply may result in the calling of authorities.

ARTICLE III

GENERAL

The by-laws may be amended, repealed or altered in whole or in part at any duly organized meeting of the L.A.Y.S. Committee by a majority vote of an established quorum of the L.A.Y.S. Committee present, provided notice of the proposed change is included in the notice of such meeting.

All rules and by-laws shall be followed in the following hierarchy

- All Federal, State, and Local laws in which the Little Axe Community falls into jurisdiction
- The LAYS contract with the City of Norman
- OK Kids Association rules and by-laws for baseball
- USSSA rules and by-laws for softball
- NCAA rules and by-laws
- LAYS by-laws herein

Rules of the Fields

The following rules shall apply to the entire baseball/softball field area to include the barn, fields, concession stand, or any area where a child might be present for the purpose of participating in a L.A.Y.S. event.

- All local, state, and federal laws pertaining to public parks shall be followed.
- Smoking shall only take place in the parking lot according to local law (Sec 10-503).

- There shall be no use of profane or offensive language in the park, fields, or around children.
- Parents/fans shall not be permitted on the baseball/softball fields without the explicit consent of the coach during practice. Parents/fans shall not be on the baseball/softball fields during games.
- Parking in the North parking lot may only be utilized by those with a handicap sign on their vehicle. Parking in front of the barn shall be used by L.A.Y.S. board members only, and will only be used when picking up or dropping off equipment or supplies.
- The two western most aisles of the South parking lot shall be reserved for Frisbee-Golf participants if a Frisbee-Golf game or tournament is scheduled at the same time as any L.A.Y.S. event.
- Any assault or battery happening in or on L.A.Y.S. Complex premises to include parking lots shall be handled by the L.A.Y.S. or individual(s) assaulted. The L.A.Y.S. or individual(s) reserve the right to prosecute according to Oklahoma law OSA 21-650.1 under assault and battery of a sports official. This includes Umpires, Time keepers, Coach, Official or other person having authority in connection with an athletic contest. Assault and Battery includes:
    a. Assault-An unlawful attempt, coupled with apparent ability, to commit a violent injury on the person of another; or an intentional, unlawful threat by word or act to do violence to the person of another, coupled with an apparent ability to do so, and doing some act which creates a well-founded fear in such other person that such violence is imminent.
    b. Battery-Willful and unlawful use of force or violence upon the person of another; or actual, intentional and unlawful touching or striking of another person against the will of the other; or unlawfully and intentionally causing bodily harm to an individual.
- L.A.Y.S. reserves the right to make any decisions, policy or reinforce any punishment deemed appropriate by the L.A.Y.S.
- Any Coach, Commissioner or league member being reported must be reported in the following sequence:
    a. Coach
    b. Commissioner
    c. Vice President
    d. President
    e. L.A.Y.S Committee

    If the complaint starts with the coach, the coach shall be addressed, if a solution cannot be agreed upon, the complaint shall be taken to the commissioner and so on until satisfactory results are achieved.

- All lost and found items left in the care of any board member shall be returned to the rightful owner or held by the board for one year at which time the item becomes

property of the LAYS. The LAYS board shall at that time determine what to do with the item. All items shall be kept in the LAYS facilities.

- During the playing season, the home team is responsible for removing debris or trash from the field said team played on at the conclusion of each game. This is to include the visitor's dug-out and play area. Failure to clean the fields will result in a fine of $50 for each infraction. Coaches are encouraged to notify a board member if they are inheriting a field with trash before they take control of the field to prevent catching blame for the mess.
- During the practice season, each team is responsible for cleaning the field in which they practice on at the conclusion of each practice. This shall include both dug-out areas. The team practicing on Field 3 is also responsible for the batting cage, whether said team used the batting cage or not. Failure to clean the fields after each practice will result in a fine of $50 for each infraction. Coaches are encouraged to notify a board member if they are inheriting a field with trash before they take control of the field to prevent catching blame for the mess.

Financial Regulations

All purchases on behalf of L.A.Y.S. that are not covered by this set of by-laws must be approved by a majority vote of an established quorum. Receipts shall be signed by the President, Vice president and or Secretary/Treasurer.

The Field Commissioner shall be permitted to make routine purchases for the maintenance of fields and/or equipment with solely the consent of the Treasurer if the cost of said purchase is not more than $200.00. If the Treasurer does not approve of the purchase of a requested item, the question of purchasing that item must be approved by a majority vote of an established quorum.

The Concessions Manager shall be permitted to make routine purchases for the concession stand with solely the consent of the Treasurer for the purpose of restocking approved menu items or cleaning items. In this case, a list of items being purchased must be made for the Treasurer's approval, and nothing may be purchased that is not on the approved list. If the Treasurer does not approve an item on the list, that item must be marked out from the list and may not be purchased. If the Concession Manager continues to wish to purchase a disapproved item, that item must be approved by a majority vote of an established quorum.

Sponsorship of the L.A.Y.S. fields shall cost $125.00 per field sponsorship with an unlimited number of sponsors per field. Sponsors are encouraged to provide a 5' X 8' vinyl banner at their expense to be displayed during the current season and any off season tournaments. No banners shall be displayed having derogatory, racial, profanity, or pictures determined inappropriate for the L.A.Y.S. Complex.

All players fees shall be collected before the start of the preseason tournament or the player/s will not be permitted to participate during the preseason tournament or any practices/games there after until fees are paid due to insurance purposes.

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All pre and post season fees shall be collected two weeks prior to the start of the preseason tournament. Once pre and post season fees have been collected by the board and payment made to the NCAA league no refunds shall be given. If a team has not paid or refuses to pay they shall not be allowed to practice or play any games on the LAYS fields until the fees have been collected. Any game on the LAYS fields shall be considered as a forfeit and reported as such to the league. Any difficulties making this deadline shall be presented to the L.A.Y.S. Committee.

The league shall not be responsible for any items sold by a coach, team or any member not associated with the L.A.Y.S. Committee.

Coach's/parents receiving money for merchandise and failure to deliver said merchandise or reimbursement of payment will not be allowed to coach until commitments have been honored. Once all commitments have been met, the L.A.Y.S. Committee shall decide upon reinstatement of the coach/parent.

Little League teams not associated with the L.A.Y.S. wanting to practice during the N.C.A.A. season shall pay the L.A.Y.S. Committee $100.00 dollars (without light and amount agreed upon by board with lights) and shall be scheduled during open practice times. L.A.Y.S teams have priority over the fields when scheduling considerations are being made. This rule may be waived by a majority vote in an established quorum.

Record Keeping

All records containing personal information for any L.A.Y.S. Committee member, coach, or player shall be reviewed at the end of the year. Any records determined to be no longer required shall be destroyed in such a manner that any personal information on such records is illegible and/or cannot be used to obtain identity information by the public. Any records determined to be required shall be maintained in the office with restricted access to prevent such record to be used to obtain identity information by the public. All records perceived as confidential and no longer required shall be shredded by the Secretary and one board member.

Umpires

Umpires shall only be paid for the games they umpire. If two umpires are required and it is decided by both teams that one shall call the game, that umpire shall only receive the normal amount of pay.

Umpires shall receive a food card for every two games they umpire. If during the day three games are called only one food card will be given. Any additional items shall be purchased at the umpire's expense.

Volunteers

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1000 168th Ave NE

Norman, OK 73026-9200

Volunteers working the concession stand shall have a food handler's license as required by the State of Oklahoma. Food handler's license will be paid by the volunteer. Upon completing required scheduled concession stand time the food handler's license cost shall be reimbursed to the volunteer.

Volunteers working at least (4) four hours during game and or tournaments will be given a free meal. These meals shall be tracked by the Concession Stand Manager and totaled at the end of the day for record keeping.

All teams shall have a minimum of (5) five volunteer positions to work the concession stand or gate during games and or tournaments. These volunteer positions shall be scheduled through the Concession Stand Manager. Any team not submitting the minimum (5) five volunteer positions shall be charged $100.00 per volunteer position not supplied.

Renting out the Fields

A review of the contract with the City of Norman shall be made before a contract is made with an entity wishing to rent the baseball fields. This is to assist in setting the prices.

No L.A.Y.S. Complex equipment (tractor, field drags, etc.) shall be used during games or tournaments by the team, business or renter renting the L.A.Y.S. Complex. Only L.A.Y.S. Committee members are authorized to use said equipment.

Any team wanting to lease the L.A.Y.S. Complex for games or tournaments during the N.C.A.A. season shall have a contract set by the L.A.Y.S. Committee for a fee agreed upon by the committee. The L.A.Y.S. reserves the right to open and keep any proceeds from the concession or gate.

Any team, business or leaser renting the L.A.Y.S. Complex fields for games, practice or tournaments shall be responsible for any broken/damage to complex equipment/items during the lease agreement. Broken/damaged equipment/items shall be replaced at teams, businesses or leaser's expense.

Any team holding games or tournaments not associated with the L.A.Y.S. shall pay all umpires fees

Liquidating Assets

Any Item deemed surplus or disposable with a cost value shall be voted upon by the board. If deemed disposable items shall be thrown in the trash or donated to whoever wants the item. If deemed surplus a price shall be agreed upon and or a method of liquidating. The items shall be liquidated in one of three ways.

- First – The item may be traded for another item or work to be completed.
- Second – The item may be sold by a set price.

- Third – The item may be sold by silent auction. The auction shall have a designated close out date. Bids shall be submitted in a sealed envelope and given to the treasurer. On the close out date the board shall determine a winner. In the event of a tie, both names will be placed in a hat with the winning bidder's name being drawn. All notices of sale or silent auction shall be posted on the concession display board.

In the event that the LAYS should ever shut down or dissolve all items being rented and or leased shall be returned to their rightful owner as soon as possible. All remaining items shall be voted upon for possible disposal, liquidating or allocating to a local Little Axe Little League sport or the Little Axe School for further advancement of the community. No board member shall keep for personal gain any item belonging to the LAYS during a shut down or dissolve. All items may be sold and all debts paid at which point the remaining monies shall be distributed to whom the board votes.

File Attachments for Item:

9. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF THE RECEIPT OF THE ANNUAL REPORT FROM NORMAN ARTS COUNCIL (NAC) TO THE BOARD OF PARK COMMISSIONERS

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF THE RECEIPT OF THE ANNUAL REPORT FROM NORMAN ARTS COUNCIL (NAC) TO THE BOARD OF PARK COMMISSIONERS

BACKGROUND:

Since 1976, the Norman Arts Council has supported Norman's rich history of public art, events, and arts education. NAC exhibits, art walks, arts education experiences, and festivals draw more than 1,000,000 visitors each year to a community that supports and understands that the arts make Norman beautiful.

Norman is home to an ever-expanding collection of public art, including standalone sculptures – most prominently with newly built and upgraded facilities made possible by the Norman Forward 1% for Art Program – as well as storm drain murals, ducks, and bike racks dotted across town, with an eye on more murals in the years ahead.

DISCUSSION:

Norman Arts Council (NAC) gave its annual presentation to the Board of Park Commissioners on October 1, 2026. Their presentation included information about their events, programming, rentals, and 2024-2025 financials.

RECOMMENDATION:

It is recommended that the City Council accept the Norman Arts Council (NAC) annual report.

NAC Public Arts Committee

October 1, 2026

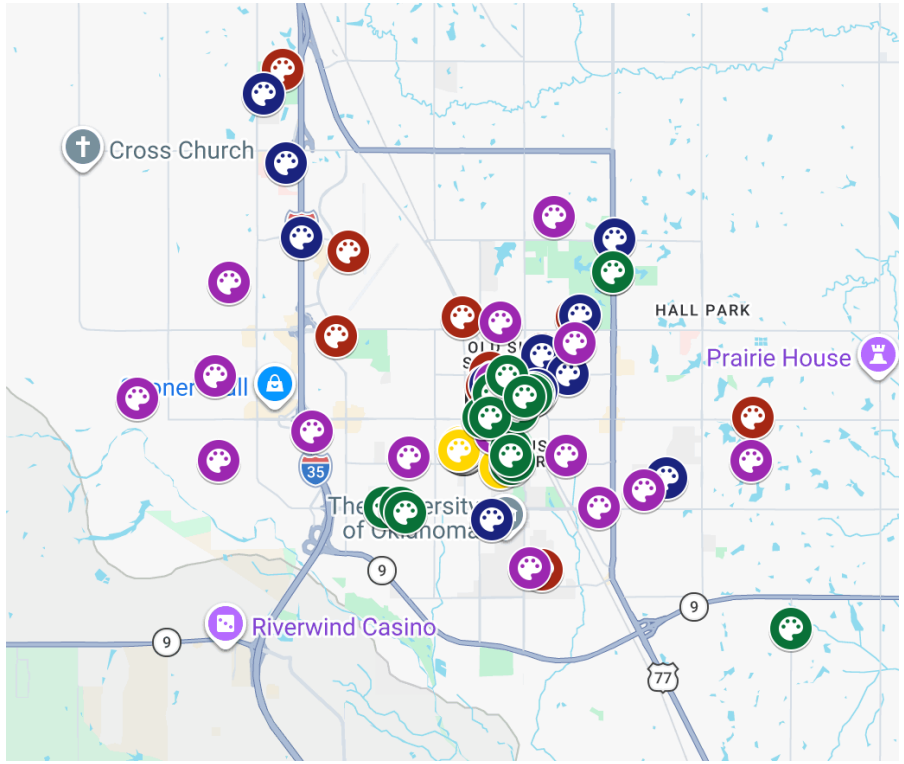
Project Updates

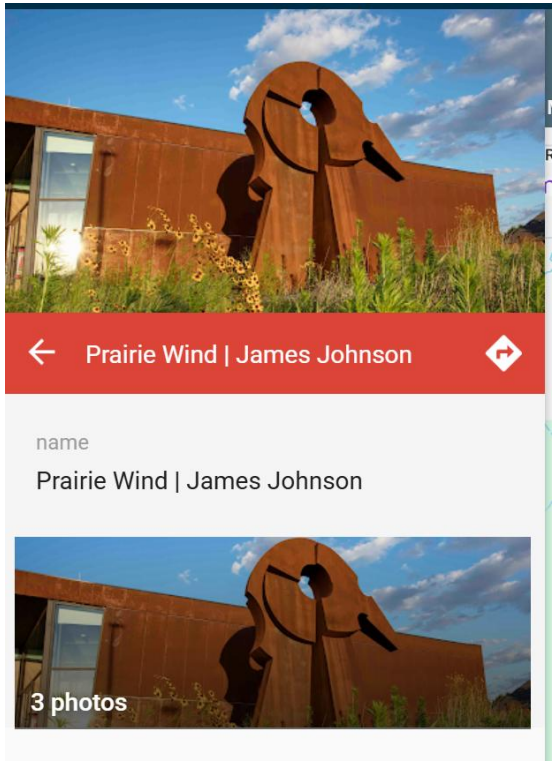
Norman Arts Council

The Norman Arts Council's (NAC) mission is to advance the arts to enrich the quality of life and economic growth in our community



Public Art Map





Public Art Voiceovers



10 Voiceovers were created by Erin Yeaman for the Norman Forward Projects. Yeaman interviewed all of the artists and researched the pieces creating a 2-3 minute listening experience to help viewers connect with the artwork. Plans are in place to continue adding other public art pieces.

Erin Yeaman is a professional voice actor, children's audiobook narrator, and Kennedy Center Music Award-winning cellist based in Norman, Oklahoma





Condition Reports on Ducks Complete







Ink the Block 2025

8th Annual Artful Inlets 2026





Bike Rack refurbishment complete!




Norman Arts
COUNCIL
Mural
Incentive
Program




EDO



Mural Incentive Funds

Starting Amount	$66,125.50
Loveworks	$10,000
Yellow Dog	$1,200
Well's Christmas	$10,000

- Remaining as of July 1, 2026: $44,925.50

EDO Mural – OU Mural Class



Projects underway in 2025/2026

Black History Plaza Artwork

5 Artist finalists
Site Visit on August 13
Proposals due in Oct
Selection to be made Oct 2026
Installation and dedication in time for Juneteenth Celebrations

University Town Center Artwork



Gray Street Barrier Wall Murals

RFQ Posting today!
6 Muralist or teams
3 walls divided into two
Applications due December 2
8 Finalists with a $350 fee for rendering
Due Feb 15
Final selections made Feb 20
Installation 3rd week of April during NMF



Norman Arts Council

Statement of Activity

July, 2025-June, 2026

	Total
Revenue	
Art in Public Places Donations	5,673.00
Earned Income	
2nd Friday Vendors	15,622.17
Gallery Rentals	950.00
Gallery Sales	18,068.38
Total for Earned Income	**$34,640.55**
Foundation/Grant Income	
OAC ARPA Grant	94,151.96
OAC Grant	13,770.00
Other Grants	31,000.00
Total for Foundation/Grant Income	**$138,921.96**
Fundraising Event, Net	
Fundraising Event Expenses	-14,931.29
Fundraising Event Income	$24,780.98
Board Giving	3,259.86
Corporate (Under $1,000)	12,955.74
Individual	12,014.01
Partners (Corp giving over $1,000)	50,500.00
Total for Fundraising Event Income	**$103,510.59**
Total for Fundraising Event, Net	**$88,579.30**
Hotel/Motel Funds	
Grants	552,000.00
NAC Hotel Admin	203,700.00
NAC Programs	102,700.00
NAC Promo	62,000.00
Total for Hotel/Motel Funds	**$920,400.00**
Interest	13,936.21
Reserve	50,000.00
Total for Revenue	**$1,252,151.02**
Gross Profit	**$1,252,151.02**

Expenditures	
2nd Friday Fees	5,906.76
Bad Debt	1,000.00
Bank Charges	2,679.26
Communications	7,888.02
Consultants	95,938.42
Contract Labor	5,640.00
Dues/Subscriptions	10,564.72
Education	500.00
Employee Benefits	19,598.55
Equipment Rental (Copy machine)	2,795.32
Executive Director Ops Budget	2,968.57
Gallery Commissions	9,941.34
Gallery Maintenance	7,200.63
Gallery Openings	1,959.40
Gallery Supplies	3,145.39
H/M Grants	552,000.00
Insurance	5,066.00
Legal and Accounting	52,937.60
Meeting Expense	6,002.49
Office Supplies	1,801.29
PAB Expense	34,090.66
Payroll Expenses	$1,500.00
Bonuses	2,720.09
Company Contributions	
Retirement	3,062.18
Total for Company Contributions	**$3,062.18**
Taxes	17,869.00
Wages	227,371.82
Total for Payroll Expenses	**$252,523.09**
Postage	5,280.24
Program Artistic Fees	50,903.52
Publicity/Promotion	$21,454.81
KGOU	10,000.00
Total for Publicity/Promotion	**$31,454.81**
Rent	57,000.00
Small Grants	712.00
Utilities	9,929.07
Total for Expenditures	**$1,237,427.15**
Net Operating Revenue	**$14,723.87**
Other Revenue	
Insurance Claim Expenses	-2,948.27
Insurance Claim Proceeds	2,948.27
Total for Other Revenue	**$0.00**
Other Expenditures	
Fraudulent Charge	5,000.00
Total for Other Expenditures	**$5,000.00**
Net Other Revenue	**-$5,000.00**
Net Revenue	**$9,723.87**

Norman Arts Council
FY 2025 - 2026 Budget

	General Admin	Hotel Admin	Hotel Grants	Public Art	Marketing	Arts Ed Programs	2nd Friday	Gallery	Strategic Planning	**FY 25/26 Budget**	FY 24/25 Budget	FY 24/25 Projections
Income												
SOS Funds Resticted Released												
One-time City Arts Reserve Ask										**0**	50,000	50000
Art in Public Places Donations City				5,000						**5,000**	5,000	9,156
City Public Art 50th Donation				100,000						**100,000**	0	0
Fundraising Events - ONE	65,000									**65,000**	60,000	0
Interest	8,500									**8,500**	8,500	8,500
pARTners (Corp giving over $1,000)	5,000			30,000		5,000				**40,000**	20,000	12,000
Hotel Motel Funds												
NAC Admin		203,700								**203,700**	167,000	167,000
Hotel Grants			552,000							**552,000**	535,500	535,500
NAC Programs				30,000		34,000	17,000	21,300		**102,300**	135,000	135,000
NAC Promo					62,000					**62,000**	55,000	55,000
Annual Contributions												
Individual	20,000			15,000						**35,000**	20,000	18,000
Corporate ($1,000 and under)	4,000			15,000						**19,000**	4,000	6,000
Board	3,000									**3,000**	3,000	1,900
Foundation/Grant Income												
OAC Grant	10,759						5,000	8,830		**24,589**	20,000	20,000
OAC ARPA Grant	37,661									**37,661**	37,661	37,661
Other Grants						5,000		20,000		**25,000**	5,000	25,000
Earned Income												
2nd Friday Vendor Fees	10,000									**10,000**	10,000	10,000
Gallery Sales	25,000									**25,000**	25,000	6,000
Gallery Rentals	500									**500**	500	500
Total Income	**189,420**	**203,700**	**552,000**	**195,000**	**62,000**	**44,000**	**22,000**	**50,130**	**0**	**1,318,250**	1,185,750	1,097,217

Norman Arts Council
FY 2025 - 2026 Budget

	General Admin	Hotel Admin	Hotel Grants	Public Art	Marketing	Arts Ed Programs	2nd Friday	Gallery	Strategic Planning	**FY 25/26 Budget**	FY 24/25 Budget	FY 24/25 Projections
Expenses												
Small Grants		10,000								**10,000**	9,420	9,420
2nd Friday Vendor Fees	5,000									**5,000**	5,000	5,000
Bank/Credit Card Fees	3,000									**3,000**	3,000	1,672
PAB Expense				180,000						**180,000**	30,000	54,921
Artistic Fees: Programs						42,000		20,330		**62,330**	53,330	43,640
Gallery Openings	1,500						5,000			**6,500**	6,500	2,000
Gallery Maintenance	500							5,300		**5,800**	2,500	1,000
Gallery Commissions	17,500									**17,500**	17,500	7,000
Communications	1,500	5,000								**6,500**	6,500	6,500
Dues & Subscriptions		1,500								**1,500**	1,000	1,250
Education/Professional Development/Advocacy		7,500								**7,500**	7,500	1,000
Equipment Rental (Copy Machine)		2,500								**2,500**	2,500	2,500
Executive Director Operating Budget		7,500								**7,500**	7,500	3,000
Fundraising Events Expenses	7,500									**7,500**	7,500	7,500
Hotel Motel Grants			552,000							**552,000**	535,500	535,500
Insurance	1,500	5,000								**6,500**	6,500	6,500
Legal and Accounting	16,000	40,000								**56,000**	45,000	42,000
Meeting Expenses	4,500	6,000								**10,500**	5,500	2,600
Office Supplies	1,500	4,000								**5,500**	5,500	8,051
Payroll Expenses	87,154	67,700		15,000	30,000	2,000	13,000	19,000		**233,854**	233,735	202,716
Benefits (insurance, phone)	23,000									**23,000**	18,685	7,057
Consultants (arts sector)	16,000									**16,000**	100,000	98,000
Postage	3,000									**3,000**	1,500	1,500
KGOU					5,000					**5,000**	5,000	5,000
Publicity/Promotion					27,000					**27,000**	20,000	9,000
Gallery Utilities							4,000	5,500		**9,500**	4,500	8,830
Rent		57,000								**57,000**	54,000	54,000
Total Expenses	**189,154**	**203,700**	**552,000**	**195,000**	**62,000**	**44,000**	**22,000**	**50,130**	**0**	**1,327,984**	1,195,170	1,127,158
Net Income/(Loss)	**266**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**266**	28,613	

Plus a $80,000 reserve

FUB - Checking 9407Bank Balance Starting 7/1/2025: 181,036.74Ending Balance 6/30/2026: $176, 946.08									
Date	Ref No.	Payee	Memo	Class	Payment	Deposit	Balance	Type	Account
04/21/2026		Norman Arts Council		Programs:Hotel/Motel:Public Arts		15,000.00	176,946.08	Deposit	Hotel/Motel Funds:NAC Programs
04/20/2026	3122	Erin Yeaman	Voiceovers	Programs:Hotel/Motel:Public Arts	5,000.00		161,946.08	Check	PAB Expense
04/20/2026	3121	Alexandra Weaver	Artful Inlets 2026	Programs:Hotel/Motel:Public Arts	750.00		166,946.08	Check	PAB Expense
04/20/2026	3120	MaKayla Burdick	Artful Inlets 2026	Programs:Hotel/Motel:Public Arts	750.00		167,696.08	Check	PAB Expense
04/20/2026	3119	Anabella Herrera	Artful Inlets 2026	Programs:Hotel/Motel:Public Arts	750.00		168,446.08	Check	PAB Expense
04/20/2026	3118	Jordan Morris	Artful Inlets 2026	Programs:Hotel/Motel:Public Arts	750.00		169,196.08	Check	PAB Expense
04/20/2026	3117	Samuel Roy Douglas	Artful Inlets 2026	Programs:Hotel/Motel:Public Arts	750.00		169,946.08	Check	PAB Expense
03/27/2026				Programs:Hotel/Motel:Public Arts	0		170,696.08	Check	PAB Expense
03/27/2026	3116	Topps Powder Coating	Invoice 26347	Programs:Hotel/Motel:Public Arts	1,313.20		170,696.08	Check	PAB Expense
10/16/2025		Norman Arts Council				15,000.00	172,009.28	Deposit	
09/22/2025	3098	Manda Dickinson	Block Party Murals	Programs:Hotel/Motel:Public Arts	2,000.00		157,009.28	Check	PAB Expense
08/04/2025	3096	Topps Powder Coating	Invoice 25620	Programs:Hotel/Motel:Public Arts	827.46		159,009.28	Check	PAB Expense
08/04/2025	3095	BAILEETHE KID, LLC	Silo Payment	Programs:Hotel/Motel:Public Arts	10,000.00		159,836.74	Check	PAB Expense
07/07/2025	3093	Loveworks		Programs:Hotel/Motel:Public Arts	10,000.00		169,836.74	Check	PAB Expense
07/07/2025	3092	Yellow Dog Coffee Company	MIP	Programs:Hotel/Motel:Public Arts	1,200.00		179,836.74	Check	PAB Expense

Norman Arts Council

Transaction Report
July, 2025-June, 2026

Transaction date	Transaction type	Num	Name	Description	Account Name	Item split account	Amount
PAB Expense							
07/07/2025	Check	3092	Yellow Dog Coffee Company	MIP	PAB Expense	FUB - Checking 9407	1,200.00
07/07/2025	Check	3093	Loveworks	MIP	PAB Expense	FUB - Checking 9407	10,000.00
08/04/2025	Check	3095	BAILEETHEKID, LLC	Silo Payment	PAB Expense	FUB - Checking 9407	10,000.00
08/04/2025	Check	3096	Topps Powder Coating	Invoice 25620	PAB Expense	FUB - Checking 9407	827.46
09/22/2025	Check	3098	Manda Dickinson	Block Party Murals	PAB Expense	FUB - Checking 9407	2,000.00
01/08/2026	Check	3419	Norman Arts Council	Quarterly Transfer of Hotel Funds	PAB Expense	Armstrong-Hotel Fund 7122 - MMDA 0004	0.00
03/27/2026	Check			Bike Racks	PAB Expense	FUB - Checking 9407	0.00
03/27/2026	Check	3116	Topps Powder Coating	Invoice 26347	PAB Expense	FUB - Checking 9407	1,313.20
04/20/2026	Check	3117	Samuel Roy Douglas	Artful Inlets	PAB Expense	FUB - Checking 9407	750.00
04/20/2026	Check	3118	Jordan Morris	Artful Inlets 2026	PAB Expense	FUB - Checking 9407	750.00
04/20/2026	Check	3119	Anabella Herrera	Artful Inlets 2026	PAB Expense	FUB - Checking 9407	750.00
04/20/2026	Check	3120	MaKayla Burdick	Artful Inlets 2026	PAB Expense	FUB - Checking 9407	750.00
04/20/2026	Check	3121	Alexandra Weaver	Artful Inlets 2026	PAB Expense	FUB - Checking 9407	750.00
04/20/2026	Check	3122	Erin Yeaman	Voiceovers	PAB Expense	FUB - Checking 9407	5,000.00
Total for PAB Expense							**$34,090.66**
TOTAL							**$34,090.66**

Norman Arts Council

Transaction Report
July, 2025-June, 2026

Transaction date	Transaction type	Num	Name	Description	Account Name	Item split account	Amount	Balance
Hotel/Motel Funds								
NAC Programs								
07/01/2025	Invoice	813	City of Norman		Hotel/Motel Funds:NAC Programs	Accounts Receivable	30,000.00	30,000.00
07/01/2025	Invoice	813	City of Norman		Hotel/Motel Funds:NAC Programs	Accounts Receivable	34,000.00	64,000.00
07/01/2025	Invoice	813	City of Norman		Hotel/Motel Funds:NAC Programs	Accounts Receivable	17,000.00	81,000.00
07/01/2025	Invoice	813	City of Norman		Hotel/Motel Funds:NAC Programs	Accounts Receivable	21,300.00	102,300.00
08/04/2025	Check	3363	Norman Arts Council	1st Quarter PAB Transfer	Hotel/Motel Funds:NAC Programs	Armstrong-Hotel Fund 7122 - MMDA 0004	-7,500.00	94,800.00
09/23/2025	Check	3391	Norman Arts Council	2nd Quarter PAB Transfer	Hotel/Motel Funds:NAC Programs	Armstrong-Hotel Fund 7122 - MMDA 0004	-7,500.00	87,300.00
10/16/2025	Deposit		Norman Arts Council	2nd Quarter Transfer	Hotel/Motel Funds:NAC Programs	FUB - Checking 9407	7,500.00	94,800.00
10/16/2025	Deposit		Norman Arts Council	1st Quarter Transfer	Hotel/Motel Funds:NAC Programs	FUB - Checking 9407	7,500.00	102,300.00
02/06/2026	Check	3432	Norman Arts Council	2nd quarter transfer	Hotel/Motel Funds:NAC Programs	Armstrong-Hotel Fund 7122 - MMDA 0004	0.00	102,300.00
03/12/2026	Deposit			Refund of student	Hotel/Motel Funds:NAC Programs	Armstrong 3085 - OPERATING ACCOUNT 0001	400.00	102,700.00
04/20/2026	Check	3438	Norman Arts Council	2 Transfers for Public Art	Hotel/Motel Funds:NAC Programs	Armstrong-Hotel Fund 7122 - MMDA 0004	-15,000.00	87,700.00
04/21/2026	Deposit		Norman Arts Council	2/3 Quarterly Deposit	Hotel/Motel Funds:NAC Programs	FUB - Checking 9407	15,000.00	102,700.00
Total for NAC Programs							**$102,700.00**	
Total for Hotel/Motel Funds with sub-accounts							**$102,700.00**	
TOTAL							**$102,700.00**	

Norman Arts Council

Transaction Report
July, 2025-June, 2026

Transaction date	Transaction type	Num	Name	Description	Account Name	Item split account	Amount
Art in Public Places Donations							
07/23/2025	Deposit		City of Norman	A/P Trans City Of Norman XXXXXX5350 Norman Arts Council A/P TRANS CITY OF NORMAN XXXXXX5350 25/07/22 NORMAN ARTS COUNCIL XXXXXXXX2385582	Art in Public Places Donations	Armstrong-Hotel Fund 7122 - MMDA 0004	2,050.00
12/16/2025	Deposit		City of Norman	A/P Trans City Of Norman XXXXXX5350 Norman Arts Council A/P TRANS CITY OF NORMAN XXXXXX5350 25/12/15 NORMAN ARTS COUNCIL XXXXXXXX4925675	Art in Public Places Donations	Armstrong-Hotel Fund 7122 - MMDA 0004	2,026.00
04/28/2026	Deposit		City of Norman	A/P Trans City Of Norman XXXXXX5350 Norman Arts Council A/P TRANS CITY OF NORMAN XXXXXX5350 26/04/27 NORMAN ARTS COUNCIL XXXXXXXX2865206	Art in Public Places Donations	Armstrong-Hotel Fund 7122 - MMDA 0004	1,597.00
Total for Art in Public Places Donations							**$5,673.00**
TOTAL							**$5,673.00**

FY26/27 Budget and Anticipated Expenses for Public Art

Public Arts Committed Funding Sources – FY26/27
Start of Fiscal Year Bank Balance - $53,771.08
NAC Hotel Funds Committed - $30,000
Anticipated Utility Bill Donations - $5,000
City allocation for Mural Incentive: $44,925.50
Gray Street Barrier Murals: $50,000
Eastside Public Art Piece - $4,000
Total Operating Budget FY24/25 - $187,696.58

Public Arts Committed Funds – FY26/27
Maintenance - $5,000
Mural Incentive Program - $ 44,925.50
Gray Street Barrier Murals- $50,000
Admin - $15,000
Eastside Public Art Piece: $4,000
Black History Plaza Artwork: $12,500
TOTAL RESTRICTED EXPENSES - $131,425.50

FY26/27 Public Arts Committee

Chair – Jason Wells
NAC Staff – Leslie Nottingham, Executive Director**
NAC Staff – Cher Duncan, Programs and Development Manager
City Staff – James Briggs

Members

Shaun McGinnis*
Bill Hickman*
Leslie Clowers
Spontaneous Bob
Francesca Giani*
Cody Giles
Joyce Green*
Marcy Jarrett

Paxus, Sereta Wilson, and Leslie Nottingham responsible for filing 990

NAC Executive Committee

President – Joyce Green
Vice President – Shaun McGinnis
President-Elect – Haley Dennis
Past President – Bill Hickman
Treasurer – Sereta Wilson
Secretary – Jin Jo Garton

* Denotes NAC Board Members
** Executive Director responsible for maintaining books

Questions?

File Attachments for Item:

10. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AUTHORIZATION TO PURCHASE ONE (1) NEW CNG CUTAWAY TRANSIT BUS TO REPLACE UNIT 5-2065 IN THE PARATRANSIT FLEET FROM TESCO IN THE AMOUNT OF $197,401 UTILIZING THE STATE OF MICHIGAN CONTRACT; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT, EXECUTE, AND FILE A FEDERALLY COMPLIANT PROCUREMENT ON BEHALF OF THE CITY OF NORMAN WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION USING FEDERAL TRANSIT ADMINISTRATION GRANT FUNDING; AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: Taylor Johnson, AICP, Transit and Parking Program Manager

PRESENTER: Scott Sturtz, P. E., Public Works Director

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AUTHORIZATION TO PURCHASE ONE (1) NEW CNG CUTAWAY TRANSIT BUS TO REPLACE UNIT 5-2065 IN THE PARATRANSIT FLEET FROM TESCO IN THE AMOUNT OF $197,401 UTILIZING THE STATE OF MICHIGAN CONTRACT; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT, EXECUTE, AND FILE A FEDERALLY COMPLIANT PROCUREMENT ON BEHALF OF THE CITY OF NORMAN WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION USING FEDERAL TRANSIT ADMINISTRATION GRANT FUNDING; AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The Federal Transit Administration (FTA) Grants for Buses and Bus Facilities Program (49 U.S.C. 5339) makes federal funding resources available to states and direct recipients to replace, rehabilitate, and purchase buses and related equipment and to construct bus-related facilities including technological changes or innovations to modify low or no emission vehicles or facilities. Funding is provided through formula allocations (5339(a)) and competitive grants (5339(b)). A sub-program, the Low- or No-Emission Vehicle Program (5339(c)), provides competitive grants for bus and bus facility projects that support low and zero-emission vehicles.

On June 27, 2019, the City of Norman was recognized by the FTA as an eligible recipient of federal transit funds and is an eligible recipient of the 5339(a) Bus and Bus Facilities formula allocated grant program with partial grant funding available from federal fiscal years FFY22, FFY23, and FFY25. Eligible activities for this program include capital projects to replace, rehabilitate, and purchase buses, vans, and related equipment, and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities. The maximum federal cost share for this grant can be 85% which would require a minimum 15% local match.

DISCUSSION:

Vehicle replacement is critical to operate and maintain a safe, reliable, and cost-effective transit system. As the City of Norman replaces the vehicles in its transit fleet, staff has and will continue

to identify opportunities to offset the cost of replacement by combining federal and local funds. City of Norman paratransit unit 5-2065 is the last unit in the current transit fleet which has reached its FTA useful life but does not yet have a replacement on order.

While staff have identified an appropriate manufacturer, grant funding, and procurement avenues, local match funding was denied in the FY27 budget process. Staff have identified local match funding within the FY27 operations budget from a balance carried forward from the FY26 bus operations contract with Embark that ended under its not-to-exceed budget.

A quote of $197,401 for a single unit has been received from Transportation Equipment Supply Company (TESCO) to replace this unit with a CNG cutaway transit bus using the same specifications from the most recently approved purchase. This unit will include the same equipment that is currently standard across the transit fleet such as an integrated Angeltrax camera surveillance system, a 1,000lbs capacity Braun wheelchair lift, and Q-Straint wheelchair restraint systems. Staff propose using existing FTA Grants for Buses and Bus Facilities Program (5339(a)) funding for this procurement with a proposed cost share of $167,790 federal (85%) and $29,611 local match (15%), rounded to full dollar amounts.

Currently the State of Oklahoma does not have a robust, heavy-duty transit vehicle state contract, however, staff have developed this procurement, with assistance from the manufacturer TESCO, using Michigan State Contract 250000000581 through Michigan's State to State Extended Purchasing Program.

Michigan State Contract 250000000581 was bid to meet proper Federal Transit Administration (FTA) requirements, however, following detailed review staff identified certain FTA clauses, 'Domestic Preferences for Procurements' and 'Solid Wastes (Recovered Materials),' which were not specifically included. Guidance from the FTA region VI office, which Norman reports to, advised to include the missing clauses as additional terms and conditions with the issuance of a purchase order. Michigan State Contract 250000000581 satisfies Norman's code section 12-204(b4) independent of the additional terms and conditions.

Funding is available in the Public Transportation Fund (Fund 27) Misc. Services – Transit Op Contract operations (account 27550277-44766) to cover the local match amount of $29,611 for this vehicle replacement. Staff request that funding from the Capital Fund Balance is temporarily transferred to cover the reimbursable grant funding of $167,790.

RECOMMENDATION:

1. Staff recommends that City Council authorize the purchase of one (1) new CNG cutaway transit bus to replace unit 5-2065 in the paratransit fleet from TESCO in the amount of $197,401 utilizing Michigan State Contract 250000000581.

2. Staff recommends that City Council authorize the City Manager or their designee to submit, execute, and file a federally compliant procurement on behalf of the City of Norman with the United States Department of Transportation (USDOT) using Federal Transit Administration (FTA) (5339(A)) grant funding.

3. Staff recommends a budget transfer of $29,611 from the Public Transportation Fund (Fund 27) Misc. Services – Transit Op Contract operations (account 27550277-44766) to

the Public Transportation Fund (Fund 27) Service Equipment-Bus capital outlay (account 27550276-45007).

4. Staff recommends a budget appropriation of $167,790 from the Capital Fund Balance (Fund 50) (account 50-29000) to FTA Fleet Grant account Service Equipment-Bus (account 22550070-45007). Upon receipt of the grant funds, they will be deposited into Special Revenue Fund Other Revenue – FTA Fleet Conversion (account 225-333389) and transferred back to the Capital Fund.

TESCO
Transportation Equipment Sales Corp.

Proven Quality.
Trusted Name.

Quote #NQ68

Item 10.

8/4/2026

Jeff Pappas
jpappas@tescobus.com
p 419.720.7451
f 419.836.8460

6401 Seaman Rd.
P.O. Box 167230
Oregon OH 43616-7230
www.tescobus.com
419.836.2835

City of Norman Fleet
1310 Da Vinci St
Norman OK 73069

Jeff Parker
405-307-7037
jeff.parker@normanok.gov



Picture is from a similar vehicle

Qty: 1 or more

2027 Glaval Universal

with a 2027 Ford E450

0 pass. with 6 w/c positions & driver

Engine: 7.3L
Wheelbase: 158
GVWR: 14500

Standard Chassis Equipment

Ford E-450 158" WB w/7.3L V8 Gas Engine
14,500 GVWR
Bluetooth Capable AM/FM Clock Radio w/USB Input and 2 Speakers
Standard 240 AMP Alternator
6 Speed Automatic Transmission
LT225/75RX16E Tires
Engine Block Heater
Vinyl Front Flooring
50 State Emissions
Cruise Control
Dual Batteries

Standard Body Equipment

LED Interior and Exterior Lighting
Wiring Diagram "As Built" on USB Flash Drive
One Piece Fiberglass Front Cap
One-Piece .040" Thick FRP Roof
One Piece Fiberglass Rear Cap with Anti-Ride Feature
30" x 48" Rear Egress Window
36" x 36 Upper T-Slide Windows Tinted to FMVSS Compliance
Electric Passenger Entry Door with a 36" Rough Opening
Surface Mount LED Entry Door Exterior Light
Stanchion and Modesty Panel at Entry Door
Left Hand Entry Vertical Grab Rail 1.25"
Intermotive FlexTech Electrical System
Gray Padded Vinyl Driver Area
Rosco Back-Up Camera System w/7" Rearview Monitor/Mirror Combo
Streetside Exhaust
Rear Mud Flaps

Body and Chassis Standard Equipment is subject to change without notice and may be replaced by Options Included on next page.

TESCO Transportation Equipment Sales Corp.

Proven Quality. Trusted Name.

Quote #NQ68

8/4/2026

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jeff.parker@normanok.gov

Options Included

Additional Equipment

First Aid Kit - 16 Unit
Triangle Reflectors
5 Lb. Extinguisher 3A 40 BC
Body Fluid Clean Up Kit in Metal Box
Seat Belt Cutter
Ship Vehicle to A-1 Alt Fuels Upon Completion
(16) QStraint 18" Webbing Loop

Additional Chassis Equipment

Full Wheel Alignment - Castor & Camber

Graphics

Graphics - 23' Partial Wrap

Transit Specific Equipment

CNG - E-450 40 GGE System

Air Conditioning - Valeo

"Duck To Avoid" Decal on Rear Evaporator
R236716 70K 23023 Evap - 25067 Roof Mount Cond 10 C.I.D. Comp - Ford 7.3L
Branch Guard for A/C Condenser

Chassis

Requires Gaseous Fuel Prep on Chassis
Heavy Duty Anti-Slip Aluminum Running Board on Driver Side (Large)
Front Mud Flap (1), Pass Side Only (Used w/Running Board)
Rear Tow Hooks
Exterior Mirror Set, Remote/Heated, Ford

Doors/ Hatch / Windows

Passenger Door - Electric
Passenger Door 36" Rough Opening (Standard)
Exterior Passenger Entrance Door Key

Electrical

Luminator Horizon SMT Front Sign16x120 (6"x45") w/ODK 4 Controller, w/White LED Lights
Luminator Horizon SMT Side Sign 8x80 (2.8"x30") w/White LED Lights
4 Speakers with Wire to Chassis OEM Radio
Angeltrax (8) Camera System (Quote# ATXQ54967)
Laminated Wiring Schematic **As Built** On Electrical Panel Door
Locate (2) Batteries to Tray or In Step Box (Ford) - Requires Tray or In Step Option
Galvanized In Step Battery Box w/Interior Paint & Hold Downs (E-Series Only))
12 GA Spare Wire Running To Rear of Bus

Exterior

LED Rear Center Mount Brake Light, Rectangular
All Fiberglass Composite Exterior
LED Mid-Ship Turn / Marker Lights

Heaters

"Tower" Hot Water Heater, 70K BTU
Heater Shutoff Valve Decal 10

Interior

(2) Yellow Powder Coat Ceiling Grab Rail (Each)
(2) Yellow Powder Coat Stanchion/Panel Assemblies, Each, Enter Total
Quantity Stanchion and Modesty Panel Behind Driver
(3) Yellow Powder Coat Entry Grab Rails, Each
Raised Floor 3 Step Flat to Front
1 1/4" Grab Rail Parallel to Entrance Steps (Both Sides)
FRP on Rearwall, Grey
FRP on Sidewall Under Seat Track, Grey
Altro Meta Other Then Storm (Black)
3/4" Marine Tech Plywood Floor
Driver Storage in Cab Overhead with Lock
Ceiling Grab Rail - Install on Both Sides
FRP on Ceiling, Grey

Lift Fast Idle w/403 Interlock

Intermotive Gateway 508-F Ford E-Series Fast Idle w/Lift Interlock

Paratransit Options

(6) Q Straint Belt Storage Pouch
(6) Q10032-4 QRT 360 Retractr Tie Down L-Track & Q5-6415 Ret-L L-Track Mounted Retractable Shoulder Belt...
Priority Seating Sign **Required for ADA Compliance
Braun Century NCL 1000 3454HB-2 1000# Lift (34" x 54")
(6) Wheelchair Decal (International Symbol of Accessibility) Each
Dual Panel WC Doors / Right Hand Locking Handle / Alum Frame / Alum Ext Door Panels

Safety Options

Decal "Please Stand Behind White Line while Vehicle is in Motion"
Interior Convex Mirror 6" x 9"
White "Standee" Line
Back-Up Alarm SAE Type C 97 db(A)
Rosco Backup Warning System BSSK-1000 Surface Mount
(4) Emergency Exit Decal, Red (Egress Windows & Entry Door)
Decal - Vehicle Height

Seat Options

Driver Seat Cover - Level 1 (#686 Newport Ash Gray)
Shield FC Recliner (Ford), RH Arm, 4 Position Lumbar, Mesh Pocket
(4) Seat Belt Extension, 12" (For USR Seat Belts)
(8) Seat Belt, Freedman USR Retractable (Per Person)
(8) Anti-Vandal Grab Handle, Black, Each (All Seats)
(4) Black US Armrest, Each (Aisle Seats)
(8) Passenger Seat Cover - Level 3 (#595 Predictions Silversurf)
(4) Foldaway Seat - Double AM Benchback

Terms: Net 30 Days
Quote Valid For: 30 Days
Delivery: Subject to Prior Sale

Terms and conditions of sale are expressly incorporated herein as stated on TESCO's website at tescobus.com/terms/.
*Rebates are estimated only. Actual rebates will be calculated at time of delivery.

Unit Price	**$198,701.00**
Mobility Rebate	($1,000.00)
Rebate	($300.00)*
Delivery	Included
Unit Total	**$197,401.00**
Ext. Total	$197,401.00
Trade-in(s)	None
Net Total	**$197,401**

Sales Rep. | Purchaser | Fed Tax ID # | Date

TESCO® Transportation Equipment Sales Corp.

Proven Quality. Trusted Name.

Quote #NQ68

8/4/2026

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Norman OK 73069

Jeff Parker
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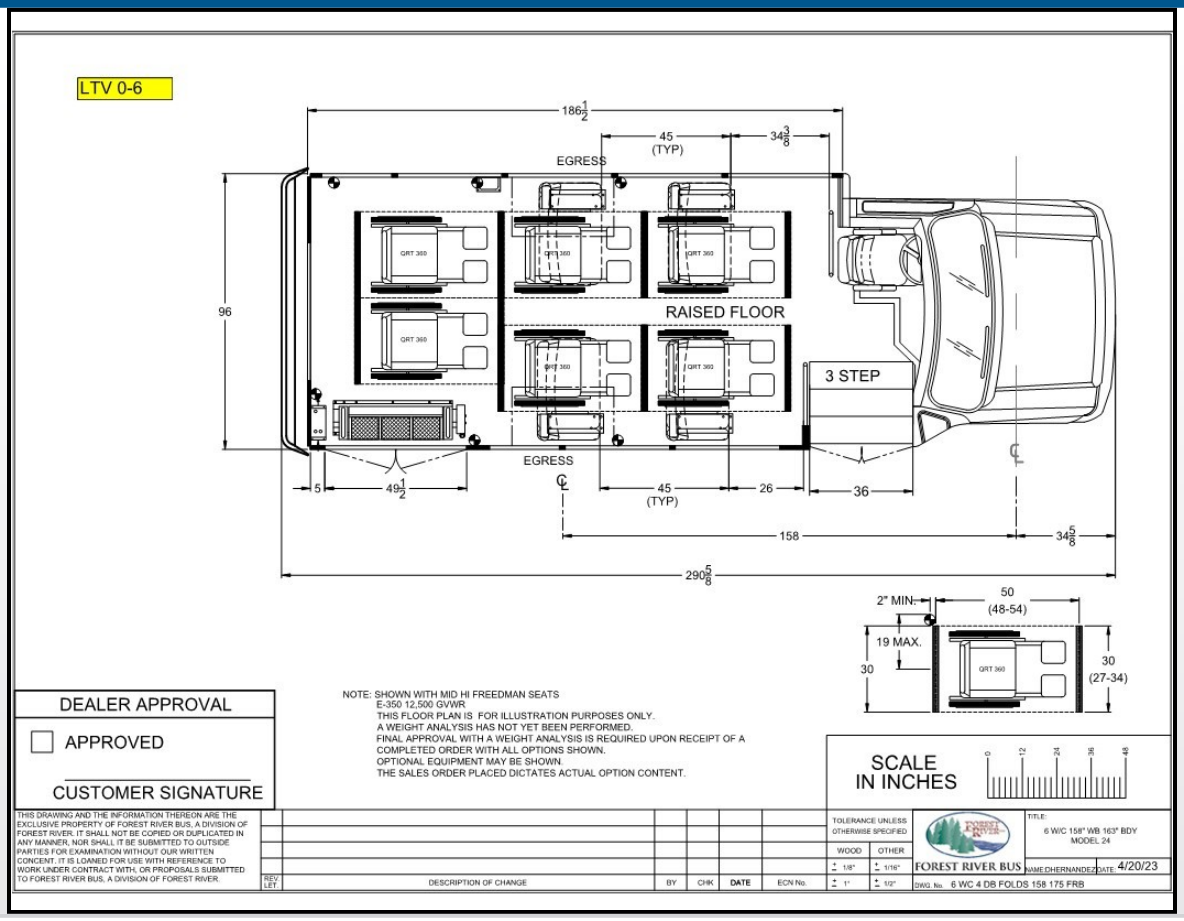
jeff.parker@normanok.gov

Trades

Floorplan



File Attachments for Item:

11. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-56: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF THE CLAIM FILED BY BRANDON KYLE WANSICK UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASES OF *BRANDON KYLE WANSICK V. THE CITY OF NORMAN,* WORKERS' COMPENSATION COMMISSION CASE 2025-06855A; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COMMISSION, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COMMISSION JUDGMENT FROM THE RISK MANAGEMENT INSURANCE FUND.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: Ryan Riddel

PRESENTER: Ryan Riddel, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-56: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF THE CLAIM FILED BY BRANDON KYLE WANSICK UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASES OF *BRANDON KYLE WANSICK V. THE CITY OF NORMAN,* WORKERS' COMPENSATION COMMISSION CASE 2025-06855A; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COMMISSION, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COMMISSION JUDGMENT FROM THE RISK MANAGEMENT INSURANCE FUND.

BACKGROUND:

Brandon Wansick is a former Police Sergeant for the City of Norman Police Department, Staff Services Division. He was hired as a Police Officer on January 23, 2009, and promoted to Master Police Officer on July 23, 2013, and Police Sergeant on January 23, 2019. Mr. Wansick retired from the City of Norman on December 25, 2025, and currently works for the City of Washington, Oklahoma. He filed workers compensation case 2025-06855A on December 22, 2025, with the Oklahoma Workers' Compensation Commission alleging a single incident on the job injury to both legs while participating in an on the job defense tactics training requirement on November 20, 2024. The claim was admitted and proceeded through the normal litigation process.

Prior to a trial being held, Mr. Wansick agreed to a settlement in the total amount of $40,590, which represents 21 percent ($20,790) permanent partial disability (PPD) to the right leg (Knee) and 20 percent ($19,800) permanent partial disability (PPD) to the left leg (Knee). The settlement is recommended for consideration by the City Council.

DISCUSSION:

Medical Treatment. Mr. Wansick was initially seen at Norman Regional Occupational Medicine for the right knee the day of his injury and underwent a right knee magnetic resonance imaging (MRI) on November 21, 2024. MRI imaging of the right knee revealed Anterior cruciate ligament and meniscal tears. He was referred to Dr. Bond and underwent right knee arthroscopic surgery on January 9, 2025, followed by postoperative physical therapy. Due to exacerbating left knee symptoms from a prior work-related injury which had required surgery, an updated left knee MRI was ordered. Imaging revealed post-surgical changes, lateral meniscal tear with severe osteoarthritis and acute inflammation. For the left knee, he underwent a series of intra-articular steroid injections without noticeable improvement. He continued to follow-up with Dr. Bond for his bilateral knees. A repeat MRI for the right knee on March 13, 2025, revealed postoperative findings; however, further surgical intervention was not recommended by Dr. Bond. On May 21, 2025, Mr. Wasick was released at maximum medical improvement for the right knee. On December 1, 2025, he underwent a left knee arthroscopy followed by postoperative physical therapy. On January 2, 2026, he was released at MMI.

Issues for Trial. Since there is no question Mr. Wansick's injuries occurred during the course of his employment with the City, the primary issues to be tried before the Workers' Compensation Commission are the extent of his injuries and whether the injuries are permanent in nature. Permanent partial disability is a factual determination made by the Workers' Compensation Commission Trial Judge based on doctors' opinions and medical records regarding the extent of PPD.

Evaluations. Mr. Wansick was rated by Lance Rosson, D.O., on February 27, 2026, and opined an impairment rating of 39 percent ($38,610) permanent partial impairment (PPI) to the left leg (Knee), over and above any pre-existing condition/impairment and 39 percent ($38,610) to the right leg (Knee), over and above any pre-existing condition/impairment. In addition, Dr. Rosson opined that Mr. Wansick would need continued medical benefits in the nature of prescription medications on an as needed basis as well as other treatment his treating physician or further selected physicians might deem necessary, as well as continued medical maintenance for retained hardware. On May 7, 2026, Mr. Wansick was rated by the City's medical expert, William Jones, M.D., MPH, and opined 12 percent ($11,880) PPI to the left leg (Knee) and 6 percent ($5,940) PPI to the right leg (Knee), over and above 3 prior injuries with surgeries since high school, and opined continued medical maintenance would not be required. The City's maximum exposure for total PPD would be $77,220.

Trial. The case proceeded through the normal litigation process; however, Mr. Wansick has agreed to settlement as outlined below. If a trial were held, the Judge would determine nature and extent to his injury and award permanent partial disability as well as order continued medical maintenance and vocational rehab if required.

Proposed Settlement. The proposed settlement closes Workers' Compensation Commission Case 2025-06855 A in a lump sum payment of $40,590 (less 20% attorney fee). Pursuant to 85A O.S. § 31(7), for injuries occurring on or after July 1, 2019, a Multiple Injury Trust Fund assessment in the total amount of $1,217.70, representing (3%) of the permanent partial disability awards shall be deducted and paid to the Oklahoma Tax Commission.

It is felt that the settlement is fair and reasonable. A settlement is beneficial to the City in that it is a full, final and complete settlement of any and all cases and closes out any continued medical treatment. The settlement is beneficial to Mr. Wansick in that it provides certainty for an award and would be paid in a lump sum rather than at a weekly rate over a period of time.

Furthermore, if the case was settled in this manner, the City would incur additional costs and fees of:

Workers' Compensation Administration Fund Tax in the amount of $811.80; Special Occupational Health & Safety Tax in the amount of $304.43; and Workers Comp Commission Filing fee in the amount of $140.00.

In addition, the City would incur an additional cost and fee for the Cleveland County Court Filing Fee in the amount of $160.39.

These additional costs and fees total $1,416.62, which brings the total cost of the settlement to the City to $42,006.62.

Adequate funds are available in the Order/Settlements Account (43330102-42131).

RECOMMENDATION:

For the reasons outlined above, it is believed the settlement is fair, reasonable, and in the best interest of the City. Acceptance of the settlement would require payments as outlined above. If approved, the settlement amount would be paid to Mr. Wansick and his attorney in a lump sum. The settlement would be certified to the Cleveland County District Court to be placed on the property tax rolls for collection over the next three years in accordance with 85A O.S. § 107, 51 O.S. § 159, and 62 O.S. § 361, *et seq* and 85 O.S. § 313, 51 O.S. § 159. Certifying the order to the property tax rolls would, in effect, reimburse the City's Workers' Compensation Fund over the next three years.

Resolution

R-2627-56

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF THE CLAIM FILED BY BRANDON KYLE WANSICK UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASES OF *BRANDON KYLE WANSICK V. THE CITY OF NORMAN,* WORKERS' COMPENSATION COMMISSION CASE 2025-06855A; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COMMISSION, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COMMISSION JUDGMENT FROM THE RISK MANAGEMENT INSURANCE FUND.

§1. WHEREAS, Brandon Kyle Wansick, a former Police Sergeant for the City of Norman Police Department, Staff Services Division, alleged a single incident injury to the both legs on November 20, 2024; and

§2. WHEREAS, the City of Norman has negotiated settlement for the claim of Brandon Kyle Wansick against the City of Norman, under the Workers' Compensation Statutes for a total amount of $40,590, which represents 21 percent permanent partial disability to the Right Leg (Knee) and 20 percent permanent partial disability to the Left Leg (Knee) to be paid in a lump sum settlement to Mr. Wansick, and such settlement is believed to be fair and reasonable; and

§3. WHEREAS, the City shall incur additional costs for the settlement for payment for Workers Compensation Commission Case 2025-06855A to the Workers' Compensation Administration Fund in the amount of $811.80; the Special Occupational Health and Safety Fund in the amount of $304.43; filing fee in the Workers' Compensation Commission in the amount of $140; and filing fee in the Cleveland County District Court in the amount of $160.39; and

§4. WHEREAS, the Risk Management Insurance Fund of the City of Norman has heretofore appropriated funds for the payment of Workers' Compensation settlements covering injuries to qualified persons employed by the City of Norman; and

§5. WHEREAS, the judgment and award should be transmitted and certified to the Workers' Compensation Commission, Oklahoma City, Oklahoma, which

when filed will constitute judgment against the City of Norman, which it is entitled to purchase with funds out of the Risk Management Insurance Fund pursuant to Okla. Stat. tit. 85A, § 107, Okla. Stat. tit. 51, § 159, and Okla. Stat. tit. 62, § 361, *et seq.*; and

§6. WHEREAS, the City Council finds it will be in the best interest of the City if the funds of the Risk Management Insurance Fund are invested in said judgment; and

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

§7. That the Legal Department is authorized to enter into settlement with Brandon Kyle Wansick for not more than $40,590 for any and all claims that he has or may have against the City of Norman under the Workers' Compensation Statutes for any and all injuries known or unknown which occurred while working for the City of Norman; and

§8. That the Legal Department is directed to hereinafter file such settlement in the Workers' Compensation Commission, Oklahoma City, Oklahoma, along with all attendant costs therefore, as provided by law; and

§9. That the Finance Director is authorized and directed to purchase such judgment of the Workers' Compensation Commission, Oklahoma City, Oklahoma, out of funds of the Risk Management Insurance Fund of the City of Norman.

PASSED AND ADOPTED this _____ day of _____, _____.

_____
Mayor

ATTEST:

_____
City Clerk

Brandon Kyle Wansick v. City of Norman
CM3-2025-06855A (Both Legs)
SS# XXX-X4-2883
City Council Date 10/13/26
Atty: Marcus Gowens
Trial Date: N/A Order Date: N/A
DOH: 1/23/2009; Separation: Retired 12/25/25
RTW:N/A; MMI:1/2/26

Date of Injury: 11/20/24 (SI)
PPD Wage: $360

Memo
Resolution R-2627-56
Purchase Requistions

Permanent Partial Disability Settlement	$20,790.00	21% R Knee		
	$19,800.00	20% L Knee		
Total PPD Settlement	$40,590.00			
Less Attorney Fees (20% of PPD)	($8,118.00)			
Net to Claimant	$32,472.00			
Total PPD Settlement	$40,590.00			
Less Multiple Injury Trust Fund (3% of PPD-After 7/1/19)	($1,217.70)		11739	43330102-42134
Net to Attorney & Claimant (Less MITF)	**39,372.30**			43330102-42131

City's Settlement Costs (953-092)			Vendor	
Workers Comp. Admn. Fund (2% of PPD)	$	811.80	2267	43330102-42133
Occupational & Health Trust Fund (0.75%)	$	304.43	1950	43330102-42135
Filing Fee - Workers Compensation Commission	$	140.00	12122	43330102-44704
	$	1,256.23		
Filing Fee - Cleveland County District Court	$	160.39	434	43330102-44703
		$1,416.62		
Total Settlement Cost		$42,006.62		

File Attachments for Item:

12. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF E-2627-24 A WATER LINE EASEMENT THAT WILL SERVE 36TH NORTH BUSINESS PARK, A PLANNED UNIT DEVELOPMENT (GENERALLY LOCATED ONE-HALF MILE NORTH OF ROCK CREEK ROAD ON THE EAST SIDE OF 36TH AVENUE N.W.). (WARD 8)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/26

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Scott Sturtz, Director of Public Works

ITEM TITLE: CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF E-2627-24 A WATER LINE EASEMENT THAT WILL SERVE 36TH NORTH BUSINESS PARK, A PLANNED UNIT DEVELOPMENT (GENERALLY LOCATED ONE-HALF MILE NORTH OF ROCK CREEK ROAD ON THE EAST SIDE OF 36TH AVENUE N.W.). (WARD 8)

BACKGROUND:

The property is located one-half mile north of West Rock Creek Road on the east side of 36th Avenue N.W. As part of developing 36th North Business Park Addition, a Planned Unit Development, water lines were relocated to serve an apartment complex. As a result, a new easement was needed to cover the locations of new water lines.

DISCUSSION:

The easement has been donated and granted to serve these improvements. The Utilities Department and Public Works Department Staff have examined the easement and found it to be in order and proper as to form.

STAFF RECOMMENDATIONS:

Based upon the above information, staff recommend that Easement Nos. E-2627-24 be approved and filed of record with the Cleveland County Clerk.

GRANT OF EASEMENT
E-2627-24

KNOW ALL MEN BY THESE PRESENTS:

THAT, **OK Apartment Fund III, LLC**, an Oklahoma limited liability company, in consideration of the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public utility easement and right-of-way over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

See Attached Exhibit "A"

with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a public utility(ies) and/or roadway(s) as indicated below:

Waterlines

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

SIGNED and delivered this 21st day of August, 2026.

OK Apartment Fund III, LLC, an Oklahoma limited liability company

BY:_____
Eric C. Fleske, Manager

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 21 day August of _____, 2026, personally appeared Eric C. Fleske, Manager, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that Eric Fleske executed the same as Manager free and voluntary act and deed for the uses and purposes therein set forth.

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

_____
Notary Public

My Commission Expires: 6/14/30

NOTARY PUBLIC
Expires 6/14/2030
Rachelle Cook
My Commission 18005961
STATE OF OKLAHOMA

E-2627-24 Approved as to form and legality this 25 day of August, 2026.

Elizabeth Muckala
City Attorney

Approved and accepted by the Council of the City of Norman, this _____ day of_____, 202__.

_____
Mayor

ATTEST:

_____
City Clerk

SEAL:

EXHIBIT A

E-2627-24

LEGAL DESCRIPTION
UTILITY EASEMENTS
36TH NORTH BUSINESS PARK
NORMAN, CLEVELAND COUNTY, OK

A tract of land lying in the Southwest Quarter (SW/4) of Section fourteen (14), Township Nine (9) North (T9N), Range Three (3) West (R3W) of the Indian Meridian (I.M.), Cleveland County, Oklahoma being more particularly described as follows:

UTILITY EASEMENT 01

COMMENCING at the southeast corner of Lot One (1), in Block One (1), of 36TH NORTH BUSINESS PARK, a Replat of Lot 1 of S.C.M.C. Addition and Lot 6, Block 1, of Broce Industrial Park, a Planned Unit Development and a part of the SW/4 of Section 14, T9N, R3W, I.M., Norman, Cleveland County, Oklahoma according to the recorded Plat thereof;

THENCE S 88°12'52" W along the south line of said Lot 1, a distance of 157.88 feet;
THENCE N 01°47'08" W a distance of 120.21 feet to a point on the north line of a 15-foot-wide Utility Easement according to said recorded Plat and the POINT OF BEGINNING 01 (P.O.B. 01).

THENCE along said 15-foot-wide Utility Easement, the following four (4) courses:

1) S 89°14'12" W a distance of 15.00 feet (L1);
2) N 00°45'48" W a distance of 116.07 feet (L2);
3) N 89°14'12" E a distance of 15.00 feet (L3);
4) S 00°45'48" E a distance of 116.07 feet (L4) to the P.O.B. 01.

Said described tract of land contains an area of 1,741 square feet or 0.040 acres, more or less.

AND

UTILITY EASEMENT 02

COMMENCING at the southeast corner of Lot One (1), in Block One (1), of 36TH NORTH BUSINESS PARK, a Replat of Lot 1 of S.C.M.C. Addition and Lot 6, Block 1, of Broce Industrial Park, a Planned Unit Development and a part of the SW/4 of Section 14, T9N, R3W, I.M., Norman, Cleveland County, Oklahoma according to the recorded Plat thereof;

THENCE S 88°12'52" W along the south line of said Lot 1, a distance of 196.07 feet;
THENCE S 89°14'22" W continuing along the south line of said Lot 1, a distance of 52.62 feet;

THENCE N 00°45'38" W a distance of 108.64 feet to a point on the east line of a 15-foot-wide Utility Easement according to said recorded Plat and the POINT OF BEGINNING 02 (P.O.B. 02).

THENCE along said 15-foot-wide Utility Easement, the following six (6) courses:

1) S 88°50'57" W a distance of 4.15 feet (L5);
2) S 66°20'57" W a distance of 31.16 feet (L6);
3) N 23°39'03" W a distance of 15.00 feet (L7);
4) N 66°20'57" E a distance of 34.15 feet (L8);
5) N 88°50'57" E a distance of 7.24 feet (L9);
6) S 00°45'48" E a distance of 15.00 feet (L10) to the P.O.B. 02.

Said described tract of land contains an area of 575 square feet or 0.013 acres, more or less.

AND

UTILITY EASEMENT 03

COMMENCING at the southwest corner of Lot One (1), in Block One (1), of 36TH NORTH BUSINESS PARK, a Replat of Lot 1 of S.C.M.C. Addition and Lot 6, Block 1, of Broce Industrial Park, a Planned Unit Development and a part of the SW/4 of Section 14, T9N, R3W, I.M., Norman, Cleveland County, Oklahoma according to the recorded Plat thereof;

THENCE along the south line of said Lot 1, the following three (3) courses:

1. N 89°31'22" E a distance of 250.00 feet;
2. N 00°28'38" W a distance of 1.48 feet;
3. N 89°14'22" E a distance of 79.89 feet;

THENCE N 00°45'48" W a distance of 39.40 feet to a point on the east line of a 15-foot-wide Utility Easement according to said recorded Plat and the POINT OF BEGINNING 03 (P.O.B. 03).

THENCE along said 15-foot-wide Utility Easement, the following four (4) courses:

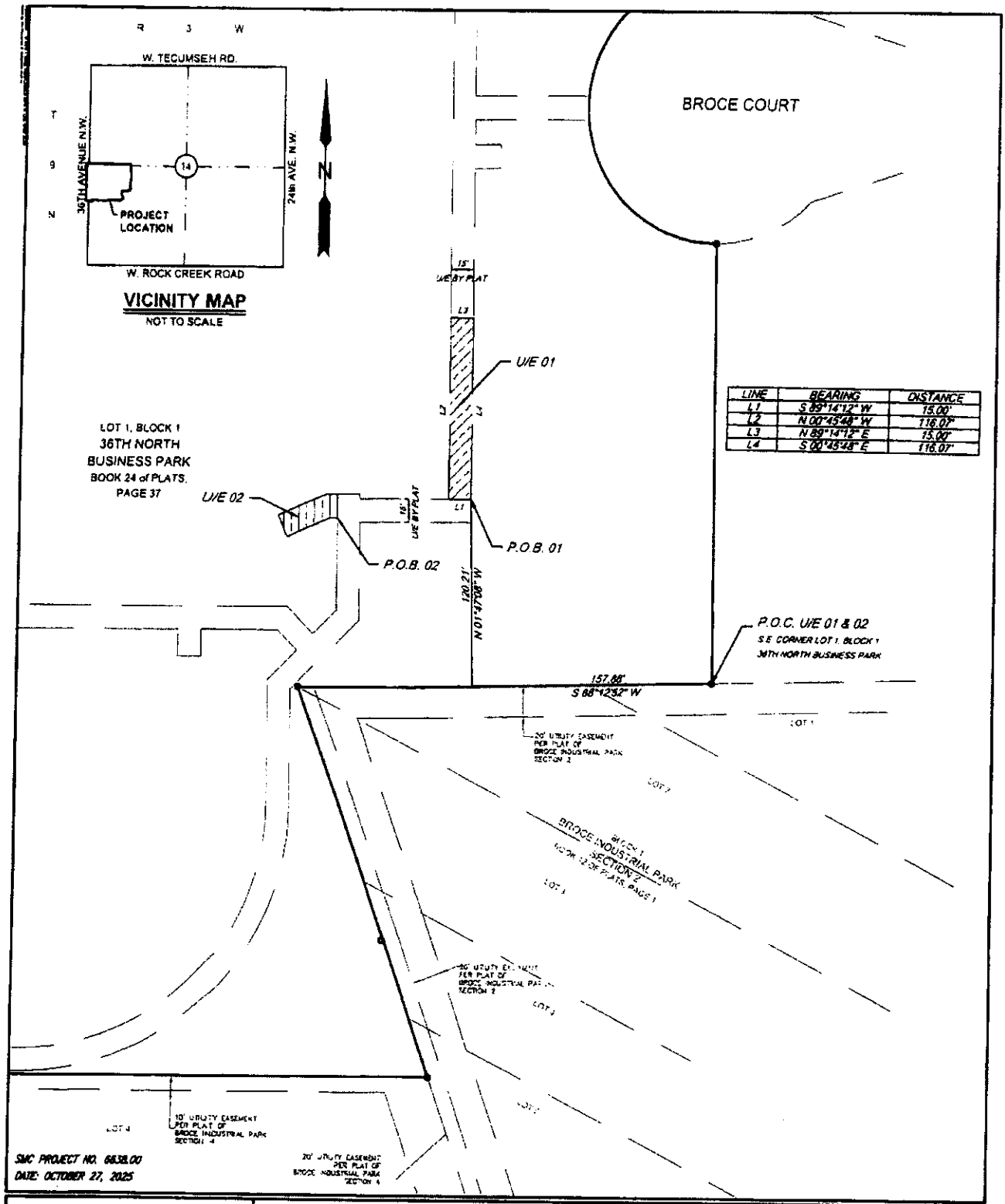
1) S 89°14'12" W a distance of 19.00 feet (L11);
2) N 00°45'48" W a distance of 15.00 feet (L12);
3) N 89°14'12" E a distance of 19.00 feet (L13);
4) S 00°45'48" E a distance of 15.00 feet (L14) to the P.O.B. 03.

Said described tract of land contains an area of 284 square feet or 0.007 acres, more or less.

The bearing of North 00°28'38" West as shown on the plat of 36TH NORTH BUSINESS PARK recorded in Book 24 of Plats, Page 37 as the west line of the Southwest Quarter of Section 14, Township 9 North, Range 3 West of the Indian Meridian was used as the basis of bearings for the legal descriptions.

Prepared by: Terence L. Haynes, P.E. OK16820
SMC Consulting Engineers, P.C.
815 West Main Street
Oklahoma City, OK 73106
October 29, 2025

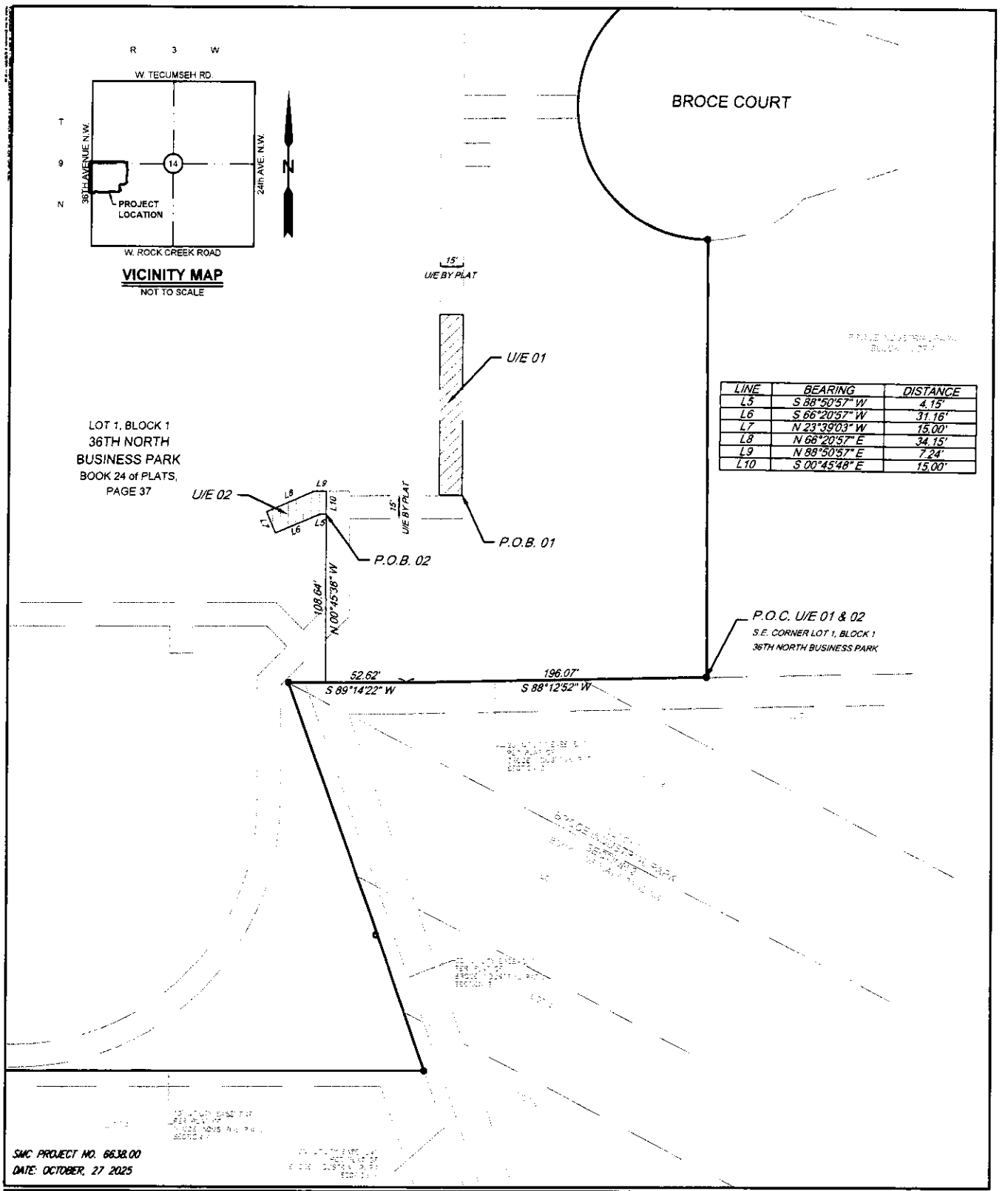
E-2627-24



LINE	BEARING	DISTANCE
L1	S 89°14'12" W	15.00'
L2	N 00°45'48" W	116.07'
L3	N 89°14'12" E	15.00'
L4	S 00°45'48" E	116.07'

SMC Consulting Engineers, P.C. 815 West Main - Oklahoma City, OK 73106 PH: 405-232-7715 Fax: 405-232-7859	36TH NORTH BUSINESS PARK NORMAN, CLEVELAND COUNTY OKLAHOMA	PROPOSED 15' U/E - 01 EXHIBIT B-1	NOT TO SCALE

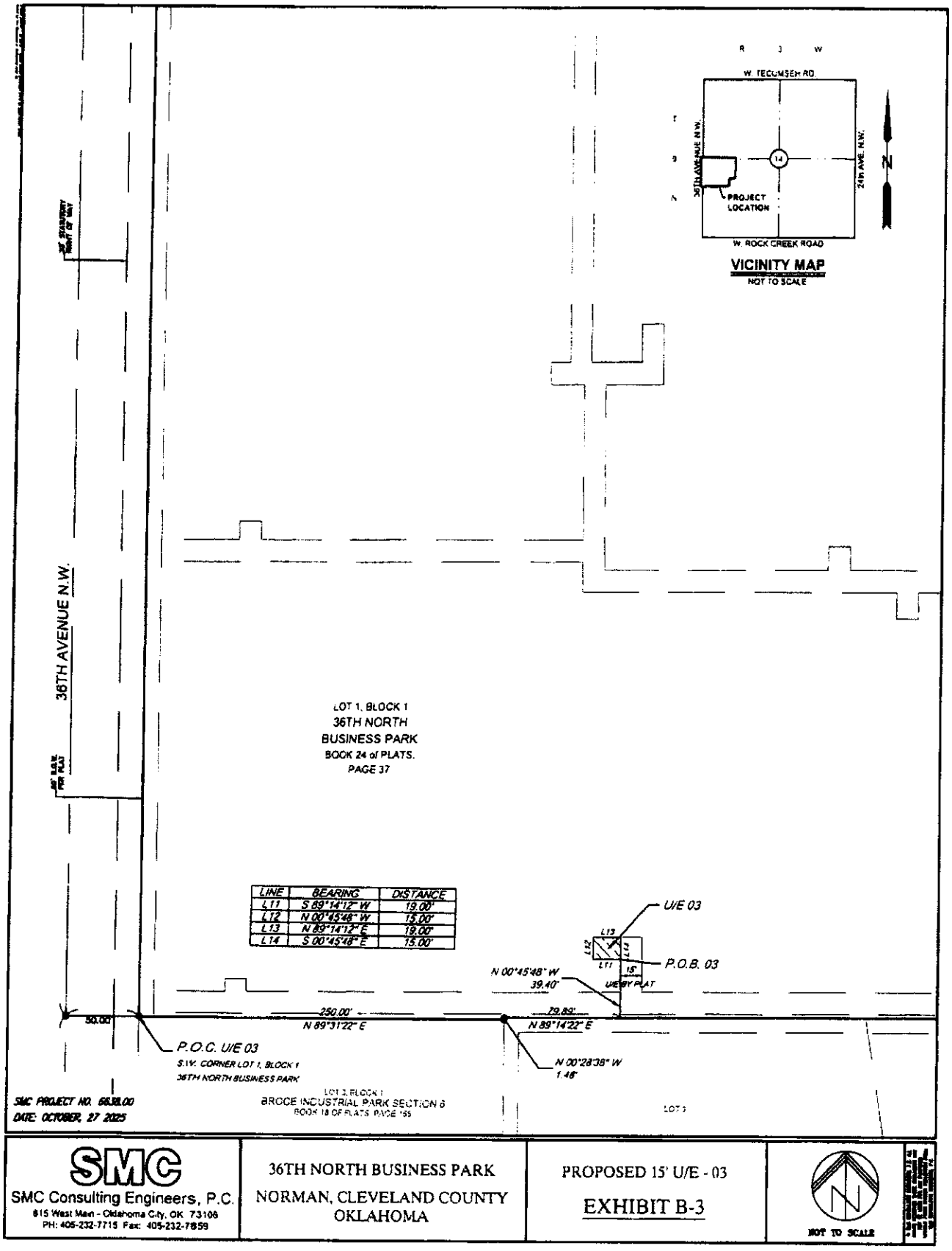
E-2627-24



LINE	BEARING	DISTANCE
L5	S 88°50'57" W	4.15'
L6	S 66°20'57" W	31.16'
L7	N 23°39'03" W	15.00'
L8	N 66°20'57" E	34.15'
L9	N 88°50'57" E	7.24'
L10	S 00°45'48" E	15.00'

SMC SMC Consulting Engineers, P.C. 815 West Main - Oklahoma City, OK 73106 PH: 405-232-7715 Fax: 405-232-7859	36TH NORTH BUSINESS PARK NORMAN, CLEVELAND COUNTY OKLAHOMA	PROPOSED 15' U/E - 02 EXHIBIT B-2	NOT TO SCALE

E-2627-24



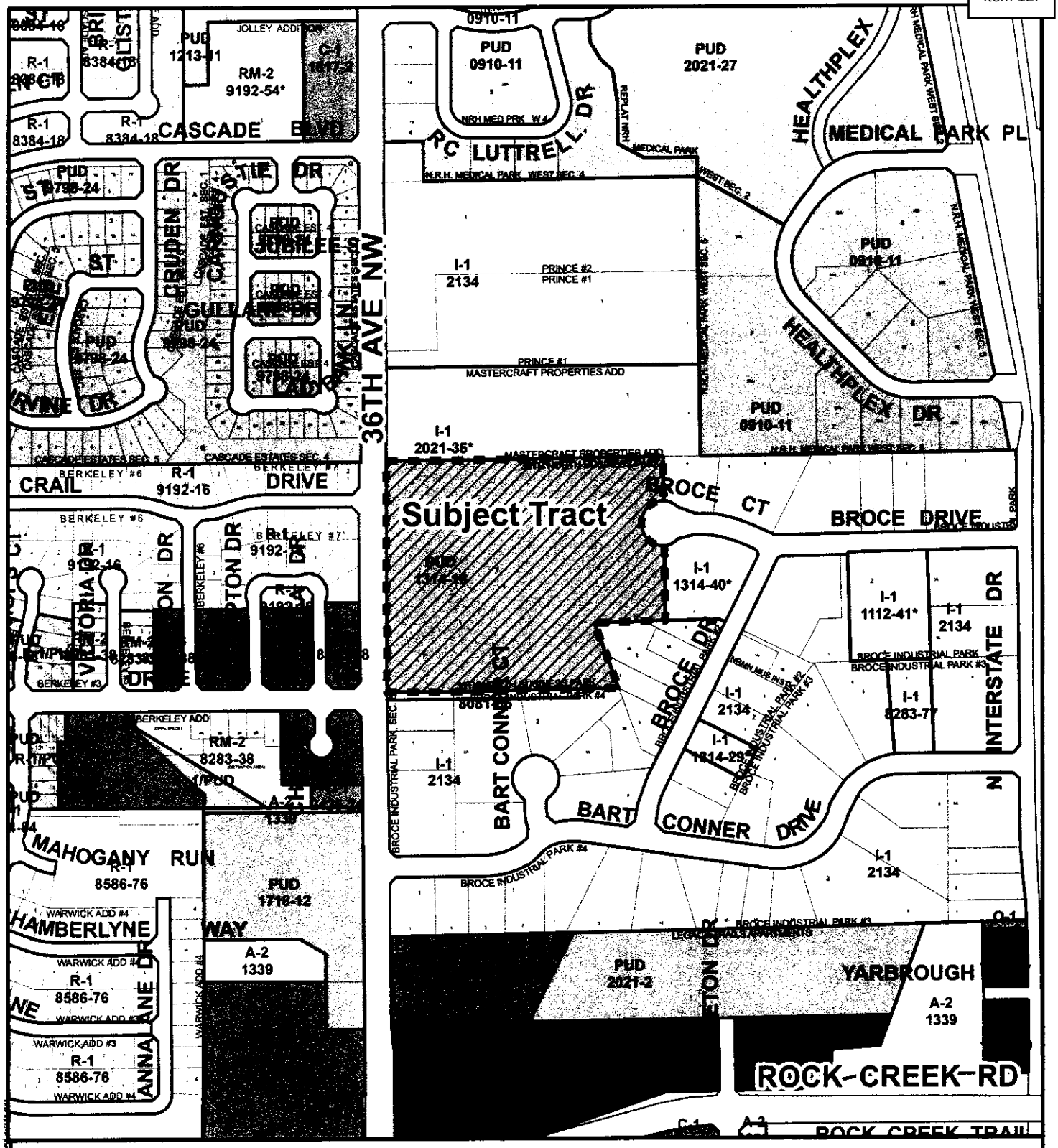
SMC Consulting Engineers, P.C.
815 West Main - Oklahoma City, OK 73106
PH: 405-232-7715 Fax: 405-232-7859

36TH NORTH BUSINESS PARK
NORMAN, CLEVELAND COUNTY
OKLAHOMA

PROPOSED 15' U/E - 03

EXHIBIT B-3

NOT TO SCALE



Location Map

Map Produced by the City of Norman Geographic Information System. The City of Norman assumes no responsibility for errors or omissions in the information presented.

N W E S

August 4, 2025

Subject Tract

0 250 500 Ft.

File Attachments for Item:

13. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF E-2627-25: A WATER LINE EASEMENT SERVING UNIVERSITY NORTH PARK, SECTION XXII, A PLANNED UNIT DEVELOPMENT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF LEGACY PARK DRIVE AND MOUNT WILLIAMS WAY (COMMON AREA A). (WARD 8)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/26

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Scott Sturtz, Director of Public Works

ITEM TITLE: CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF E-2627-25: A WATER LINE EASEMENT SERVING UNIVERSITY NORTH PARK, SECTION XXII, A PLANNED UNIT DEVELOPMENT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF LEGACY PARK DRIVE AND MOUNT WILLIAMS WAY (COMMON AREA A). (WARD 8)

BACKGROUND:

The property is located at the northeast corner of Legacy Park Drive and Mount Williams Way (Common Area A). As part of developing Lot 2 of University North Park Section XXII, a Planned Unit Development, an additional water easement was needed for improvements located outside of the platted easement.

DISCUSSION:

The easement has been donated and granted to serve water improvements. The Utilities Department and Public Works Department Staff have examined the easement and found it to be in order and proper as to form.

STAFF RECOMMENDATIONS:

Based upon the above information, staff recommend that Easement E-2627-25 be approved and filed of record with the Cleveland County Clerk.

GRANT OF EASEMENT

E-2627-25

KNOW ALL MEN BY THESE PRESENTS:

THAT, University Town Center, LLC in consideration of the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public water line easement and right-of-way over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

SEE ATTACHMENT "A"

with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a public utility(ies) as indicated below:

Water Line

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

SIGNED and delivered this 20th day of April, 2026.

UNIVERSITY TOWN CENTER, LLC BY: Robert C. Colbert

Title: Manager of University Town Center, LLC

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF NORTH CAROLINA, COUNTY OF BURKE, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 20th day of April, 2026, personally appeared Robert C. Colbert (Manager of University Town Center, LLC), to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Shasta Rose Monn

Notary Public

SHASTA ROSE MONN NOTARY PUBLIC My Comm. Exp. Jun 16, 2026 SEAL Burke County NORTH CAROLINA

Approved as to form and legality this 20 day of May, 2026

Elizabeth Muckala

City Attorney

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

Mayor

ATTEST:

City Clerk

SEAL:

E-2627-25

UTILITY EASEMENT DESCRIPTION

A strip of land being a part of Lot Two (2), UNIVERSITY NORTH PARK SECTION XXII, a subdivision lying in the East Half of Section Twenty-three (23), Township Nine (9) North, Range Three (3) West of the Indian Meridian, Cleveland County, Oklahoma, recorded in Book 26 of Plats, Page 73, being more particularly described as follows:

BEGINNING at the most southerly southwest corner of said Lot 2;

THENCE along the westerly lines of said Lot 2, the following Two (2) courses:

1. North 25°57'58" West a distance of 15.69 feet;

2. North 13°24'21" East a distance of 23.65 feet;

THENCE South 25°57'58" East a distance of 48.97 feet to a point on the south line of said Lot 2;

THENCE North 70°57'58" West, along said south line, a distance of 21.21 feet to the POINT OF BEGINNING.

Said described strip of land contains an area of 485 square feet or 0.0111 acres, more or less.

The basis of bearings for this description was North 70°57'58" West as the south line of Lot 2, UNIVERSITY NORTH PARK SECTION XXII as shown on said plat.

Randall A. Mansfield, Professional Land Surveyor No. 1613

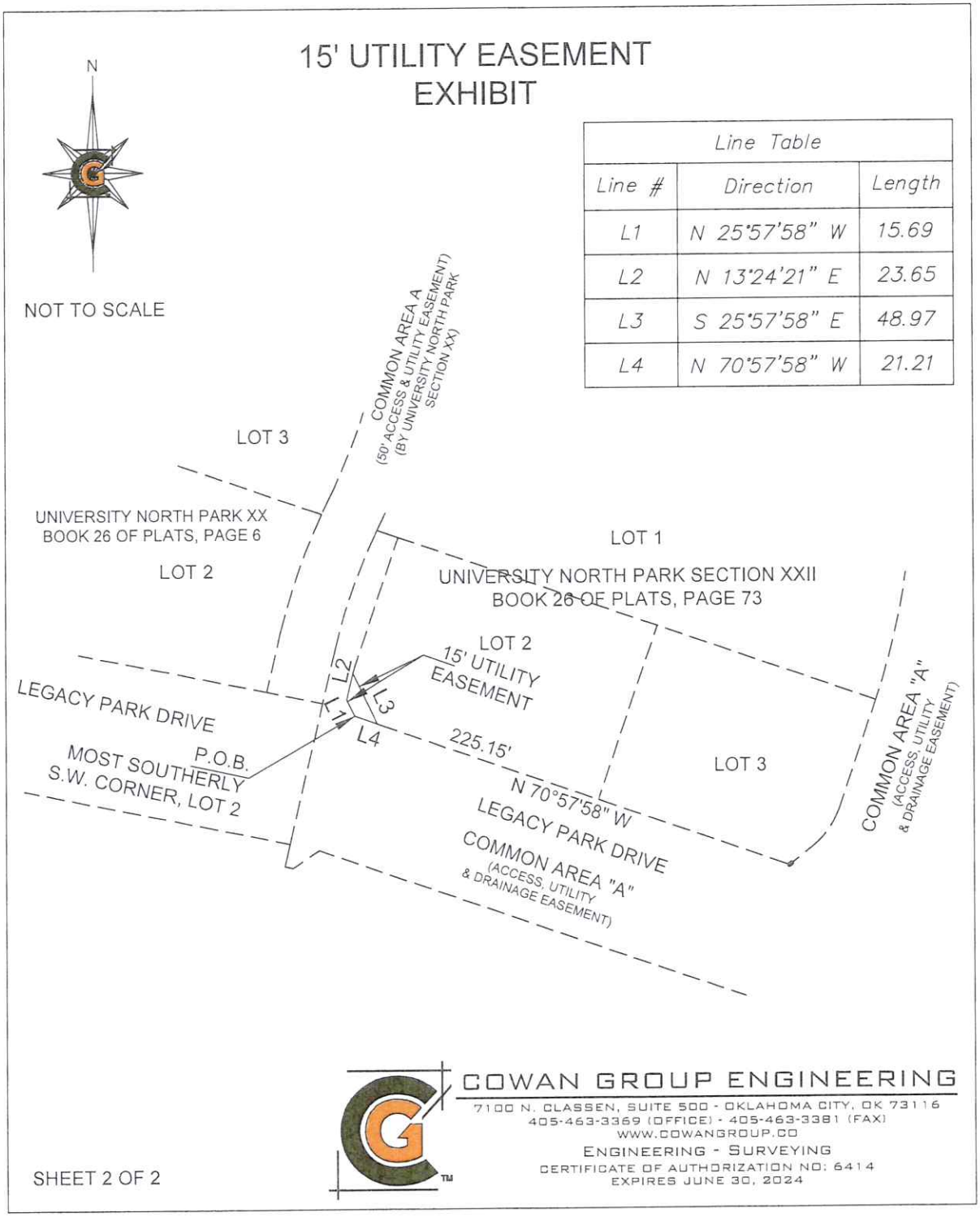
Date: September 25, 2025



COWAN GROUP ENGINEERING
7100 N. CLASSEN, SUITE 500 - OKLAHOMA CITY, OK 73116
405-463-3369 (OFFICE) - 405-463-3381 (FAX)
WWW.COWANGROUP.CO
ENGINEERING - SURVEYING
CERTIFICATE OF AUTHORIZATION NO: 6414
EXPIRES JUNE 30, 2024

E-2627-25

15' UTILITY EASEMENT EXHIBIT



Line Table		
Line #	Direction	Length
L1	N 25°57'58" W	15.69
L2	N 13°24'21" E	23.65
L3	S 25°57'58" E	48.97
L4	N 70°57'58" W	21.21

SHEET 2 OF 2

COWAN GROUP ENGINEERING
7100 N. CLASSEN, SUITE 500 - OKLAHOMA CITY, OK 73116
405-463-3369 (OFFICE) - 405-463-3381 (FAX)
WWW.COWANGROUP.CO
ENGINEERING - SURVEYING
CERTIFICATE OF AUTHORIZATION NO: 6414
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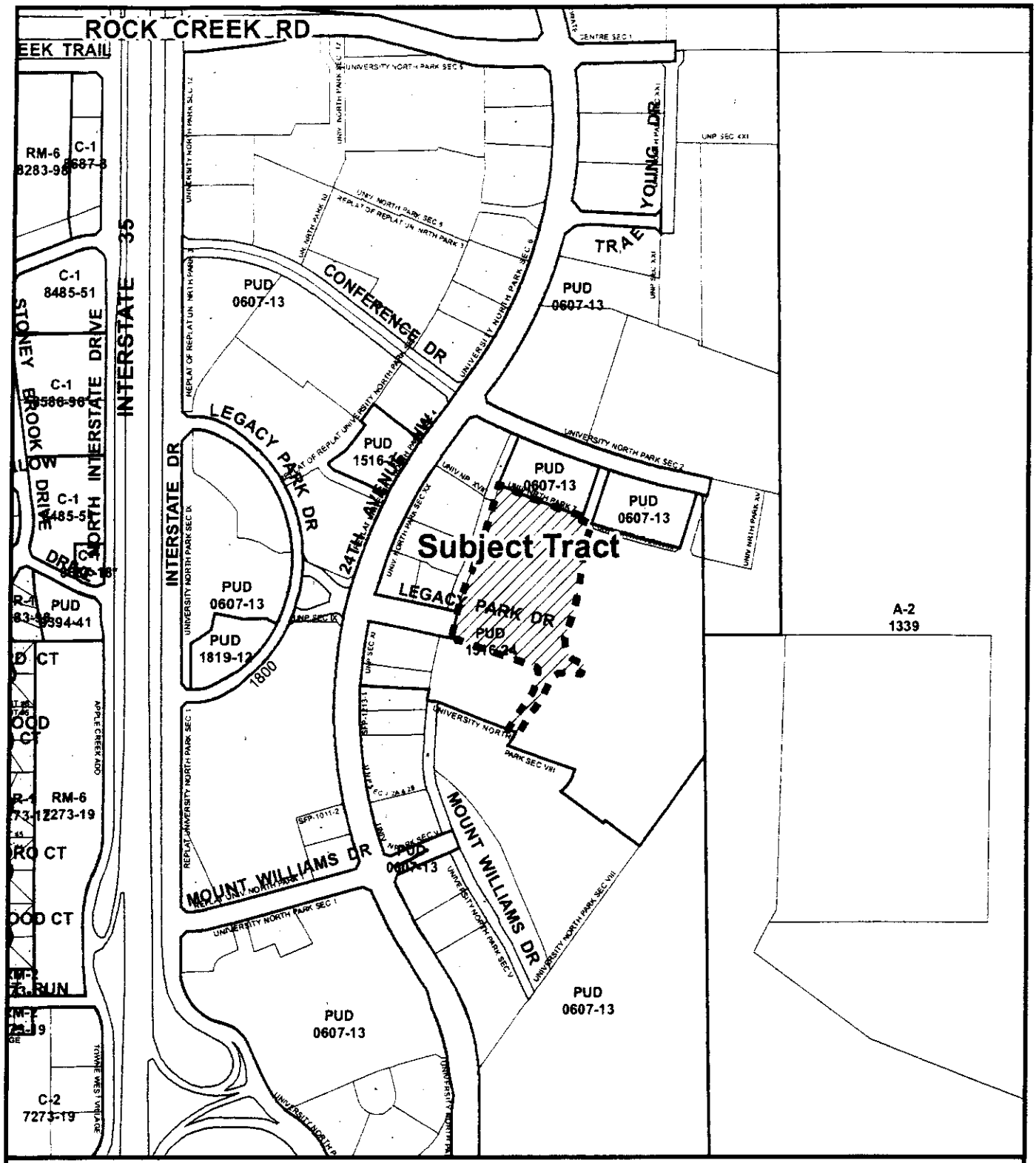


Location Map

Map Produced by the City of Norman Geographic Information System. The City of Norman assumes no responsibility for errors or omissions in the information presented.

N W E S

June 3, 2024

0 300 600 Ft.

Subject Tract

File Attachments for Item:

14. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF E-2526-26: A SANITARY SEWER EASEMENT, THAT WILL SERVE NORMAN BIBLE CHURCH (GENERALLY LOCATED ONE-QUARTER MILE NORTH OF ROCK CREEK ROAD ON THE WEST SIDE OF 12TH AVENUE N.W.).(WARD 8)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/26

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Scott Sturtz, Director of Public Works

ITEM TITLE: CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF E-2526-26: A SANITARY SEWER EASEMENT, THAT WILL SERVE NORMAN BIBLE CHURCH (GENERALLY LOCATED ONE-QUARTER MILE NORTH OF ROCK CREEK ROAD ON THE WEST SIDE OF 12TH AVENUE N.W.).(WARD 8)

BACKGROUND:

As part of the platting of Norman Bible Church, off-plat public improvements consisting of sanitary sewer improvements were required. An additional easement was required due to existing obstructions. City Council approved previous easements, at its meeting of November 15, 2025. The property is generally located one-quarter mile north of Rock Creek Road on the west side of 12th Avenue N.W.

DISCUSSION:

Easement has been donated and granted to serve sanitary sewer improvements serving Norman Bible Church Addition. The City Attorney's office, Utilities Department and Public Works Department Staff have examined the easement and found it to be in order and proper as to form.

STAFF RECOMMENDATIONS:

Based upon the above information, staff recommends that Easement No. E-2627-26 be approved and filed on record with the Cleveland County Clerk.

SANITARY SEWER EASEMENT

E-2627-26

KNOW ALL MEN BY THESE PRESENTS:

THAT, SYSCO USA II, LLC, a Delaware limited liability company, which operates under the DBA Sysco Oklahoma ("Grantor") in consideration of the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a sanitary sewer easement and right-of-way over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

See Attachment A

with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a sanitary sewer line as indicated below

SANITARY SEWER

To have and to hold the same unto the said City, its successors, and assigns forever. All sanitary sewer pipe installed shall be underground but appurtenances shall be permitted to extend above the surface as required by local, State, and Federal regulations. Grantor reserves the right, in Grantor's sole discretion and at Grantor's sole expense, to determine the need to relocate the foregoing easement (and any sanitary sewer facilities installed therein) to another location on Grantor's property; and Grantor may thus proceed in providing notice and submittals regarding said relocation in compliance with and subject to applicable local, State, and Federal regulations and standards. As a part of said relocation efforts, the City of Norman and Grantor agree to cooperate in good faith, and as necessary, in releasing this easement and granting replacement easement(s) to reflect any such new easement location.

SIGNED and delivered this 9 day of September, 2026.

SYSCO USA II, LLC, A Delaware limited liability company, which operates under the DBA Sysco Oklahoma, by:

Will Fulghom

Will Fulghom, Manager

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF Florida, COUNTY OF Hillsborough, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 9 day of September, 2026, personally appeared Will Fulghom, Manager of Sysco USA II, LLC, a Delaware limited liability company, which operates under the DBA Sysco Oklahoma, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires: August 17, 2029

Notary Public State of Florida
Sunita Samaroo
My Commission HH 710947
Expires 8/17/2029

Approved as to form and legality this 11 day of September, 2026.

Elisabeth L Luckabee
City Attorney's Office

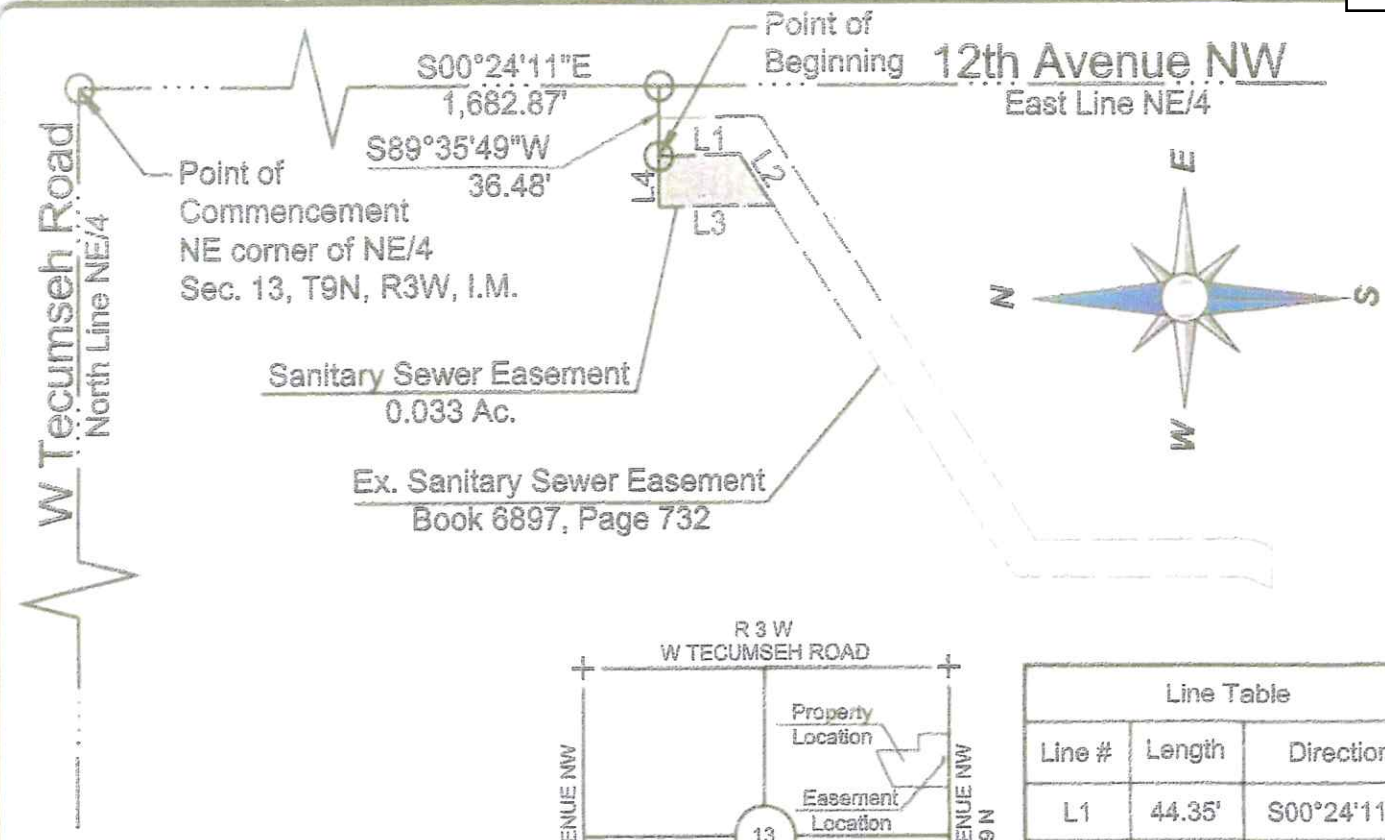
Approved and accepted by the Council of the City of Norman, this _____ day of _____, 20____.

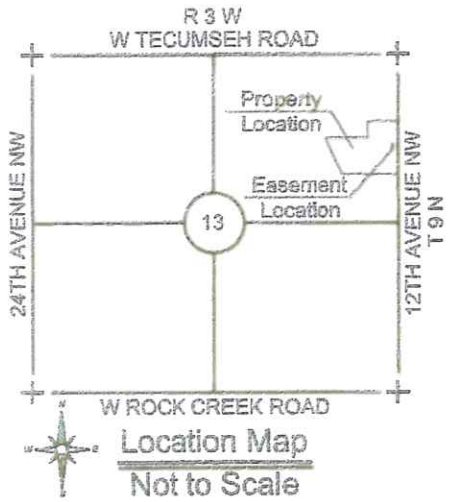
Mayor

ATTEST:

City Clerk

The City of Norman's address for notices:
225 North Webster Ave
Norman OK 73069





Location Map
Not to Scale

Line Table		
Line #	Length	Direction
L1	44.35'	S00°24'11"E
L2	32.08'	S56°55'06"W
L3	61.67'	N00°24'11"W
L4	27.00'	N89°35'49"E

Legal Description

A tract of land situate within the Northeast Quarter (NE/4) of Section Thirteen (13), Township Nine North (T9N), Range Three West (R3W) of the Indian Meridian, City of Norman, Cleveland County, Oklahoma, being more particularly described as follows:

COMMENCING at the Northeast corner of said NE/4; thence
S00°24'11"E along the East line of said NE/4 a distance of 1,682.87 feet; thence
S89°35'49"W a distance of 36.48 feet to the POINT OF BEGINNING; thence

S00°24'11"E and parallel to the East line of said NE/4 a distance of 44.35 feet; thence
S56°55'06"W a distance of 32.08 feet; thence
N00°24'11"W and parallel to the East line of said NE/4 a distance of 61.67 feet; thence
N89°35'49"E a distance of 27.00 feet to the POINT OF BEGINNING.

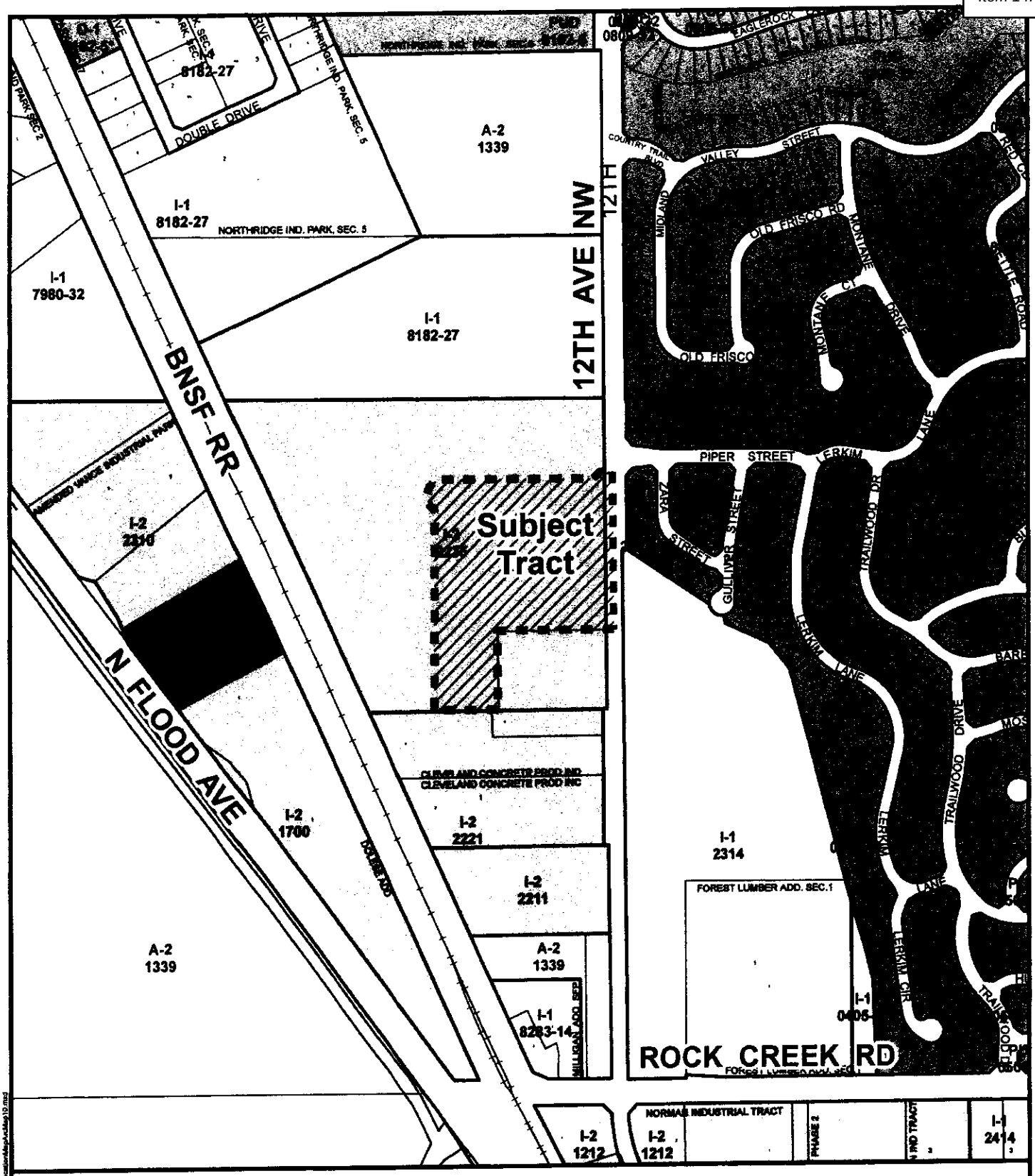
Said tract contains 1,431 Square Feet or 0.033 Acres, more or less.

Sanitary Sewer Easement - Attachment A

BLEW
Surveying | Engineering | Environmental

100 0 50 100
(in feet) 1 inch = 100 ft.

Project Number: 24-6792
Certificate of Authorization № 5387
Date: 2026-05-28



Location Map

Subject Tract

November 19, 2025

0 250 500 Ft.

N
W E
S

Map Produced by the City of Norman Geographic Information System. The City of Norman assumes no responsibility for errors or omissions in the information presented.

File Attachments for Item:

15. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASMENT E-2627-27 THROUGH E-2627-31: PERMANENT ROADWAY EASEMENTS E-2627-27 THROUGH E-2627-28 AND TEMPORARY CONSTRUCTION EASEMENTS E-2627-29 THROUGH E-2627-31; AND THE FILING THEREOF IN THE AMOUNT OF $14,135.00 FOR THE LINDSEY STREET SPECIAL CORRIDOR PROJECT FROM PICKARD AVENUE TO ELM AVENUE AS OUTLINED IN THE STAFF REPORT. (WARD 4 AND 7)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: Joseph Taylor, Staff Engineer

PRESENTER: Scott Sturtz, Public Works Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASMENT E-2627-27 THROUGH E-2627-31: PERMANENT ROADWAY EASEMENTS E-2627-27 THROUGH E-2627-28 AND TEMPORARY CONSTRUCTION EASEMENTS E-2627-29 THROUGH E-2627-31; AND THE FILING THEREOF IN THE AMOUNT OF $14,135.00 FOR THE LINDSEY STREET SPECIAL CORRIDOR PROJECT FROM PICKARD AVENUE TO ELM AVENUE AS OUTLINED IN THE STAFF REPORT. (WARD 4 AND 7)

BACKGROUND:

On April 2, 2019, the citizens of Norman voted in favor of a $72 million transportation bond issue, which includes nineteen (19) projects. With the anticipated $67 million in federal dollars being leveraged for these projects, approximately $139 million is budgeted for the nineteen (19) projects. One of the nineteen 2019 bond projects is the Lindsey Street Special Corridor Project from Pickard Avenue to Elm Avenue. The Lindsey Street Special Corridor Project located from Pickard Avenue to Elm Avenue is approximately 0.4 miles in length. The design of this project will improve this segment of Lindsey Street to include the following:

- Reconstruction of the 2-lane roadway
- Add left-turn lanes at intersections
- On-street bike lanes
- Reconstruct sidewalks on both sides of the street
- Add curb and gutter for improved drainage
- New storm sewer system
- Traffic signal replacements
- Adding side street center left-turn lanes for existing signalized intersections

The Lindsey Street Special Corridor Project - Pickard Avenue to Elm Avenue has been approved to receive federal funds to aid in the construction costs and is anticipated to be out for bid in Early 2027.

On January 9, 2024, the Norman City Council approved contract No. K-2324-116 in the amount of $313,775 with MacArthur Associated Consultants, LLC, for the design of the Lindsey Street Special Corridor Project - Pickard Avenue to Elm Avenue.

On November 25, 2025, the Norman City Council approved Work Order No. PW1 for Right-of-Way acquisition services on the Lindsey Street Special Corridor Project – Pickard Avenue to Elm Avenue to Pinnacle Consulting Group, Inc. (Pinnacle) of Oklahoma City in the amount of $241,350.00.

On May 26, 2026, the Norman City Council accepted the first fourteen (14) easements from ten (10) properties on the project in the amount of $11,785.

On July 14, 2026, Norman City Council accepted the next twenty-four (24) easements from twelve (12) properties on the project in the amount of $19,900.

On July 28, 2026, Norman City Council authorized the filing of eminent domain proceedings for the remaining ten (10) parcels that the City could not successfully come to an agreement on.

On August 11, 2026, Norman City Council accepted the next fourteen (14) easements from five (5) properties on the project in the amount of $8,475.00.

On September 22, 2026, Norman City Council accepted one (1) donated easement from a property on the project.

The City's current construction cost estimate for the project is $6,448,000 plus 6% Construction Engineering ($386,880) and 15% contingency ($967,200) for a total of $7,802,080. Based on this amount, City 2019 Bond Funds will pay $3,623,501 or 46.4% and federal funds will pay $4,178,579 (federal capped amount) or 53.6% of construction and construction management costs. Federal funds have been secured for FFY2026, which means ODOT can take bids for the project as soon as right-of-way acquisition, utility relocations and the NEPA environmental document are complete. City staff anticipate a Spring 2027 bid opening with construction starting in Summer of 2027.

DISCUSSION:

Right-of-way necessary for the Lindsey Street Special Corridor Project from Pickard Avenue to Elm Avenue consists of eighty (80) separate easements on forty-one (41) parcels. Pinnacle Management Group, LLC (Pinnacle) determined the land value and damages associated with each parcel and assisted City staff in the preparation of offer letters to each property owner affected. These easements are typically small and have minimal impact on the existing property.

The easements are generally needed to improve intersections, construct driveways and complete final grading adjacent to the project.

The offer letters were sent on March 6, 2026, and contained information identifying the required easements and encouraged each property owner to consider donation of the property. City staff and Pinnacle have met with the affected property owners and have answered questions and aided them in understanding the right-of-way acquisition process, as well as the effect it will have on their properties.

This project has been approved for federal funding for FYE 2026. To meet the project schedule to secure the federal funds, the City is striving to acquire all associated parcels by July 2026. To encourage prompt responses to the City's offers, each offer letter stated that they have 30 days

to respond to the offer. That set the required response date to April 5, 2026, to avoid the necessity of filing for eminent domain proceedings.

This item is for the acceptance of one (1) parcel successfully negotiated, consisting of five (5) easements, totaling $14,135.00. The secured easements are for parcel 22. Within the compensation, there is $1,660.00 included for damages caused to the property owner's landscaping. Funds for right-of-way acquisition are available in the Lindsey Street Special Corridor Project – Pickard Avenue to Elm Avenue 2019 Bond Project Land (Account No. 50594019-46001, Project No. BP0432).

For land acquisition of this nature, City policy requires compliance with the Federal Acquisition and Relocation Act. Property owners are provided with ample opportunities to negotiate the sale of land to be used for public right-of-way. Property owners may donate their property, or they may be compensated for fair market value. Council must approve and accept all land acquisitions.

The next five (5) easements for the Lindsey Street Special Corridor Project – Pickard Avenue to Elm Avenue are being brought to City Council tonight for consideration of approval on parcel 22.

Easement No.	Parcel No.	Grantors	Document	Cost
E-2627-29	22.1	The Church of Jesus Christ of Latter-day Saints	Temporary Construction Easement - 165.01 sq. ft.	$955.00
E-2627-30	22.2	The Church of Jesus Christ of Latter-day Saints	Temporary Construction Easement - 460.00 sq. ft.	$2,660.00
E-2627-31	22.3	The Church of Jesus Christ of Latter-day Saints	Temporary Construction Easement - 161.00 sq. ft.	$930.00
			Sub-Total	$4,545.00
E-2627-27	22A	The Church of Jesus Christ of Latter-day Saints	Right-of-Way Easement-91.00 sq. ft.	$2,630.00
E-2627-28	22B	The Church of Jesus Christ of Latter-day Saints	Right-of-Way Easement-183.33 sq. ft.	$6,960.00
			Sub-Total	$9,590.00

Funds are available to pay for these easements in the Lindsey Street Special Corridor Project – Pickard Avenue to Elm Avenue Land (Project BP0432 Construction, Account No. 50594019-46001).

RECOMMENDATION:
Staff recommends the above-described easements be accepted, and that payment be authorized, where appropriate, and the filing of permanent right-of-way or easements be directed thereof.

Project: Lindsey Street
J/P #: 37984(04)
Parcel #: 22A

Permanent Roadway EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole formerly known as Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole

of Cleveland County, State of Oklahoma, hereinafter called the Grantors (whether one or more), for and in consideration of the sum of ten and 00/100 dollars ----------($ 10.00) and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey and dedicate unto the City of Norman, Oklahoma hereinafter called the Grantee, a perpetual easement over, under, and across the following described lots or parcels of land, to-wit:

See Exhibit "A" – Legal Description

For the same considerations hereinbefore recited, this easement is granted for the purpose of enabling said Grantee, its officers, agents, contractors, and employees, now or at any time in perpetuity and at its discretion, to go upon, construct, build, maintain, and regulate a public roadway of facilities necessary and incidental thereto, including the airspace above and removal of any and all dirt, rock, gravel, sand and other road building materials, reserving and excepting unto said Grantors the mineral rights therein provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purposes herein granted; and reserving unto said Grantors the right of ingress and egress to said public highway from the remaining lands of the Grantors.

To have and to hold said above described premises unto the said City of Norman, Oklahoma free, clear and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the remaining lands of the Grantors by reason of the construction and maintenance of a public roadway and all roadway excavations, embankments, structures, bridges, drains, sight distance of safety areas and other facilities that may now or hereafter be, in the discretion of the grantee, necessary for the construction and maintenance of a public roadway and incidental facilities over, across or along the above described tract of land; the supervision and control of said public roadway to be in such municipality, county or other agency of the State of Oklahoma as has or may have jurisdiction thereof by the laws of the State of Oklahoma; and said Grantee, its officers, agents, contractors and employees are hereby granted free access to said property for the purpose of entering upon, constructing, maintaining or regulating the use of said public roadway and incidental facilities.

Said Grantors hereby covenant and warrant that at the time of delivery of these presents they are the owners in fee simple of the above-described premises and that same are free and clear of all liens and claims whatsoever, except None.

The undersigned Grantors hereby designate and appoint itself as agent to execute the claim and receive the compensation herein named.

IN WITNESS WHEREOF, the Grantors herein named have hereunto set their hands and seals this the 14th day of ~~August~~ September, 2026.

Richard C. Hoagum

Authorized Signor for The Church of Jesus Christ of Latter-day Saints

R/W Form 48
Revised 12-10

Individual Acknowledgement

State of _____)
) §
County of_____)

Before me, _____ in and for this State, on this ____ day of _____ , _____ , personally appeared _____
_____
_____
to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission expires:_____ _____
Commission No._____ Notary Public

Individual Acknowledgement

State of _____)
) §
County of_____)

Before me, _____in and for this State, on this ____ day of _____ , _____ , personally appeared _____
_____
_____
to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission expires:_____ _____
Commission No. _____ Notary Public

Trust/LLC/Corporation Acknowledgment

State of Utah)
) §
County of Salt Lake)

Before me, Daniel Maynes in and for this State, on this 14 day of September , 2026 , personally appeared Richard C. Horgan to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its AUTHORIZED AGENT , and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the _____ _____ for the uses and purposes therein set forth.

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

DANIEL MAYNES
Notary Public State of Utah
My Commission Expires on:
March 18, 2028
Comm. Number: 736163

My Commission expires: 3/18/2028 _____
Commission No. 736163 Notary Public

Trust/LLC/Corporation Acknowledgment

State of _____)
) §
County of_____)

Before me, _____ in and for this State, on this____ day of _____ , _____ , personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of the _____ _____ for the uses and purposes therein set forth.

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

My Commission expires:_____
Commission No._____ _____
Notary Public

STATE OF OKLAHOMA)

) ss.

COUNTY OF CLEVELAND)

NOW, on this _____, the City Council of the City of Norman, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered easement and directs the Mayor and Clerk of said City of Norman to indicate the same by their signatures and seal of the City of Norman, State of Oklahoma.

CITY OF NORMAN, OKLAHOMA

_____

Mayor

(SEAL)

ATTEST:

_____

CITY CLERK

Approved as to form and legality this 30 day of September, 2026.

_____

CITY ATTORNEY

Project: 37984(04)
County: Cleveland
Parcel No.: 22A
12/01/2025

EXHIBIT "A"

A strip, piece or parcel of land lying in the SW¼ SE¼ of Section 31, Township 9 North, Range 2 West, I.M., in Cleveland County, Oklahoma, being more particularly described as follows:

Beginning at a point on the North 33' Statutory R/W line of W. Lindsey St. and the East R/W of College Ave., said point being the Southwest Corner of Lot 26, Block 1 of Campus Addition and the POINT OF BEGINNING; Thence N 00°03'02" W, a distance of 14.00 feet North along the East R/W Line of College Ave.; Thence S 42°57'52" E, a distance of 19.09 feet to a point on the North R/W Line of W. Lindsey St.; Thence S 89°52'26" W, a distance of 13.00 feet along the North R/W Line of W. Lindsey St. to the POINT OF BEGINNING.

Containing 0.002 acres, more or less.

LICENSED PROFESSIONAL LAND SURVEYOR
DAVID E. WOODY II
1890
OKLAHOMA

David E. Woody II PLS #1890

Project: Lindsey Street
J/P #: 37984(04)
Parcel #: 22B

Permanent Roadway EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole formerly known as Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole

of Cleveland County, State of Oklahoma, hereinafter called the Grantors (whether one or more), for and in consideration of the sum of ten and 00/100 dollars ----------($ 10.00) and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey and dedicate unto the City of Norman, Oklahoma hereinafter called the Grantee, a perpetual easement over, under, and across the following described lots or parcels of land, to-wit:

See Exhibit "A" – Legal Description

For the same considerations hereinbefore recited, this easement is granted for the purpose of enabling said Grantee, its officers, agents, contractors, and employees, now or at any time in perpetuity and at its discretion, to go upon, construct, build, maintain, and regulate a public roadway of facilities necessary and incidental thereto, including the airspace above and removal of any and all dirt, rock, gravel, sand and other road building materials, reserving and excepting unto said Grantors the mineral rights therein provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purposes herein granted; and reserving unto said Grantors the right of ingress and egress to said public highway from the remaining lands of the Grantors.

To have and to hold said above described premises unto the said City of Norman, Oklahoma free, clear and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the remaining lands of the Grantors by reason of the construction and maintenance of a public roadway and all roadway excavations, embankments, structures, bridges, drains, sight distance of safety areas and other facilities that may now or hereafter be, in the discretion of the grantee, necessary for the construction and maintenance of a public roadway and incidental facilities over, across or along the above described tract of land; the supervision and control of said public roadway to be in such municipality, county or other agency of the State of Oklahoma as has or may have jurisdiction thereof by the laws of the State of Oklahoma; and said Grantee, its officers, agents, contractors and employees are hereby granted free access to said property for the purpose of entering upon, constructing, maintaining or regulating the use of said public roadway and incidental facilities.

Said Grantors hereby covenant and warrant that at the time of delivery of these presents they are the owners in fee simple of the above-described premises and that same are free and clear of all liens and claims whatsoever, except None.

The undersigned Grantors hereby designate and appoint itself as agent to execute the claim and receive the compensation herein named.

IN WITNESS WHEREOF, the Grantors herein named have hereunto set their hands and seals this the 14th day of ~~August~~ September, 2026.

Richard C. Horgan

Authorized Signor for The Church of Jesus Christ of Latter-day Saints

R/W Form 48
Revised 12-10

Individual Acknowledgement

State of _____)
) §
County of_____)

Before me, _____ in and for this State, on this ____ day of _____ , _____ , personally appeared _____ _____ _____ to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission expires:_____ _____
Commission No._____ Notary Public

Individual Acknowledgement

State of _____)
) §
County of_____)

Before me, _____in and for this State, on this ____ day of _____ , _____ , personally appeared _____ _____ _____ to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission expires:_____ _____
Commission No. _____ Notary Public

Trust/LLC/Corporation Acknowledgment

State of Utah)
) §
County of Salt Lake)

Before me, Daniel Maynes in and for this State, on this 14 day of September, 2024, personally appeared Richard C. Horgan to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its AUTHORIZED AGENT, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the _____ for the uses and purposes therein set forth.

DANIEL MAYNES
Notary Public State of Utah
My Commission Expires on:
March 18, 2028
Comm. Number: 736163

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

My Commission expires: 3/18/2028
Commission No. 736163

Notary Public

Trust/LLC/Corporation Acknowledgment

State of _____)
) §
County of_____)

Before me, _____ in and for this State, on this____ day of _____ , _____ , personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of the _____ _____ for the uses and purposes therein set forth.

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

My Commission expires:_____
Commission No._____ _____
Notary Public

STATE OF OKLAHOMA)

) ss.

COUNTY OF CLEVELAND)

NOW, on this _____, the City Council of the City of Norman, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered easement and directs the Mayor and Clerk of said City of Norman to indicate the same by their signatures and seal of the City of Norman, State of Oklahoma.

CITY OF NORMAN, OKLAHOMA

_____

Mayor

(SEAL)

ATTEST:

_____

CITY CLERK

Approved as to form and legality this 30 day of September, 20 26.

_____

CITY ATTORNEY

Project: 37984(04)
County: Cleveland
Parcel No.: 22B
12/01/2025

EXHIBIT "A"

A strip, piece or parcel of land lying in the SE¼ of Section 31, Township 9 North, Range 2 West, I.M., in Cleveland County, Oklahoma, being more particularly described as follows:

Beginning at a point on the North 33' Statutory R/W line of W. Lindsey St. and the West R/W of Elm Ave. and the adjusted Southeast corner of Lot 25, Block 1 of Campus Addition, said point also being the POINT OF BEGINNING; thence S 89°52'26" W along the North R/W of W. Lindsey St., a distance of 18.00 feet, thence N 41°22'56" E, a distance of 27.20 feet to a point on the West R/W of Elm Ave., thence S 00°03'02" E, a distance of 20.37 feet to the POINT OF BEGINNING.

Containing 0.004 acres, more or less.

David E. Woody II PLS #1890

LICENSED PROFESSIONAL LAND SURVEYOR
DAVID E. WOODY II
1890
OKLAHOMA

Project: Lindsey Street
J/P #: 37984(04)
Parcel #: 22.1

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole formerly known as Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole of Cleveland County, State of Oklahoma, for and in consideration of the sum of one (1) and 00/100---------- DOLLARS ($ 1.00) and other good, valuable and consideration, has/have this day granted to the City of Norman, Oklahoma a temporary easement over the following described land, to-wit:

See attached Exhibit "A" – Legal Description

The sole purpose of this easement is to grant the City of Norman, Oklahoma and the Transportation Commission the right to a temporary construction easement on the above described tract of land, and includes the right to use and remove any and all sand, rock, dirt, gravel and other road building materials from the above described tract of land.

It is a condition of this easement that it shall not be filed for record and that all rights of the City of Norman, Oklahoma and the State of Oklahoma in the above-described right-of-way shall terminate upon completion of construction of the project.

Grantor(s) hereby covenant(s) and warrant(s) that at the time of execution of this easement, it is the owner(s) in fee simple of the above described tract.

The undersigned owner(s) hereby designate and appoint itself as agent to execute the claim and receive the compensation herein named for said right-of-way.

IN WITNESS WHEREOF, the Grantor(s) herein named have hereunto set their hands and seals this the 14 day of ~~August~~ September, 2026.

Richard C. Horgan

Authorized Signor for The Church of Jesus Christ of Latter-day Saints

R/W Form 43 City
Revised 02-07

Individual Acknowledgement

State of Oklahoma)
) §
County of_____)

Before me, _____ in and for this State, on this ____ day of _____ , _____ , personally appeared _____ _____ _____ to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission expires:_____ _____
Commission No._____ Notary Public

Individual Acknowledgement

State of Oklahoma)
) §
County of_____)

Before me, _____in and for this State, on this ____ day of _____ , _____ , personally appeared _____ _____ _____ to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission expires:_____ _____
Commission No. _____ Notary Public

Trust/LLC/Corporation Acknowledgment

State of ~~Oklahoma~~ Utah)
) §
County of Salt Lake)

Before me, Daniel Maynes in and for this State, on this 14 day of September , 2026 , personally appeared Richard C. Horgan to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its AUTHORIZED AGENT , and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the _____ _____ for the uses and purposes therein set forth.

DANIEL MAYNES
Notary Public State of Utah
My Commission Expires on:
March 18, 2028
Comm. Number: 736163

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

My Commission expires: 3/18/2028 _____
Commission No. 736163 Notary Public

Trust/LLC/Corporation Acknowledgment

State of Oklahoma)
) §
County of_____)

Before me, _____ in and for this State, on this____ day of _____ , _____ , personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of the _____ _____ for the uses and purposes therein set forth.

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

My Commission expires:_____ _____
Commission No._____ Notary Public

STATE OF OKLAHOMA)

) ss.

COUNTY OF CLEVELAND)

NOW, on this _____, the City Council of the City of Norman, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered easement and directs the Mayor and Clerk of said City of Norman to indicate the same by their signatures and seal of the City of Norman, State of Oklahoma.

CITY OF NORMAN, OKLAHOMA

_____

Mayor

(SEAL)

ATTEST:

_____

CITY CLERK

Approved as to form and legality this 30 day of September, 20 26.

_____

CITY ATTORNEY

Project: 37984(04)
County: Cleveland
Parcel No.: 22.1
12/01/2025

EXHIBIT "A"

A strip, piece or parcel of land lying in the SE¼ of Section 31, Township 9 North, Range 2 West, I.M., in Cleveland County, Oklahoma, being more particularly described as follows:

Commencing at a point on the North 33' Statutory R/W line of W. Lindsey St. and the East R/W of College Ave., said point being the Southwest Corner of Lot 26, Block 1 of Campus Addition, thence N 89°52'26" E, a distance of 115.43 feet to the POINT OF BEGINNING, Thence N 00°07'34" W, a distance of 15.00 feet; Thence N 89°52'26" E, a distance of 11.00 feet; Thence S 00°07'34" E, a distance of 15.00 feet to a point on the North R/W Line of West Lindsey St.; Thence S 89°52'26" W, a distance of 11.00 feet along the North R/W Line of W. Lindsey St. to the POINT OF BEGINNING.

Containing 0.004 acres, more or less.

David E. Woody II PLS #1890

LICENSED PROFESSIONAL LAND SURVEYOR
DAVID E. WOODY II
1890
OKLAHOMA

Project: Lindsey Street
J/P #: 37984(04)
Parcel #: 22.2

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole formerly known as Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole of Cleveland County, State of Oklahoma, for and in consideration of the sum of one (1) and 00/100---------- DOLLARS ($ 1.00) and other good, valuable and consideration, has/have this day granted to the City of Norman, Oklahoma a temporary easement over the following described land, to-wit:

See attached Exhibit "A" – Legal Description

The sole purpose of this easement is to grant the City of Norman, Oklahoma and the Transportation Commission the right to a temporary construction easement on the above described tract of land, and includes the right to use and remove any and all sand, rock, dirt, gravel and other road building materials from the above described tract of land.

It is a condition of this easement that it shall not be filed for record and that all rights of the City of Norman, Oklahoma and the State of Oklahoma in the above-described right-of-way shall terminate upon completion of construction of the project.

Grantor(s) hereby covenant(s) and warrant(s) that at the time of execution of this easement, it is the owner(s) in fee simple of the above described tract.

The undersigned owner(s) hereby designate and appoint itself as agent to execute the claim and receive the compensation herein named for said right-of-way.

IN WITNESS WHEREOF, the Grantor(s) herein named have hereunto set their hands and seals this the 14th day of ~~August~~ September, 2026.

Authorized Signor for The Church of Jesus Christ of Latter-day Saints

R/W Form 43 City
Revised 02-07

Individual Acknowledgement

State of Oklahoma)
) §
County of_____)

Before me, _____ in and for this State, on this ____ day of _____ , _____ , personally appeared _____
_____
_____
to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission expires:_____ _____
Commission No._____ Notary Public

Individual Acknowledgement

State of Oklahoma)
) §
County of_____)

Before me, _____in and for this State, on this ____ day of _____ , _____ , personally appeared _____
_____
_____
to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission expires:_____ _____
Commission No. _____ Notary Public

Trust/LLC/Corporation Acknowledgment

State of ~~Oklahoma~~ Utah)
) §
County of Salt Lake)

Before me, Daniel Maynes in and for this State, on this 14 day of September , 2026 , personally appeared Richard C. Horgan to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its AUTHORIZED AGENT , and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the _____ for the uses and purposes therein set forth.

DANIEL MAYNES
Notary Public State of Utah
My Commission Expires on:
March 18, 2028
Comm. Number: 736163

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

My Commission expires: 3/18/2028 _____
Commission No. 736163 Notary Public

Trust/LLC/Corporation Acknowledgment

State of Oklahoma)
) §
County of_____)

Before me, _____ in and for this State, on this____ day of _____ , _____ , personally appeared _____to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of the _____ for the uses and purposes therein set forth.

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

My Commission expires:_____ _____
Commission No._____ Notary Public

STATE OF OKLAHOMA)

) ss.

COUNTY OF CLEVELAND)

NOW, on this _____, the City Council of the City of Norman, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered easement and directs the Mayor and Clerk of said City of Norman to indicate the same by their signatures and seal of the City of Norman, State of Oklahoma.

CITY OF NORMAN, OKLAHOMA

_____

Mayor

(SEAL)

ATTEST:

_____

CITY CLERK

Approved as to form and legality this 30 day of September, 2026.

_____

CITY ATTORNEY

Project: 37984(04)
County: Cleveland
Parcel No.: 22.2
12/01/2025

EXHIBIT "A"

A strip, piece or parcel of land lying in the SE¼ of Section 31, Township 9 North, Range 2 West, I.M., in Cleveland County, Oklahoma, being more particularly described as follows:

Commencing at a point on the North 33' Statutory R/W line of W. Lindsey St. and the West R/W of Elm Ave. and the adjusted Southeast corner of Lot 25, Block 1 of Campus Addition; Thence S 89°52'26" W, a distance of 90.07 feet to the POINT OF BEGINNING; Thence S 89°52'26" W, a distance of 46.00 feet, Thence N 00°07'34" W, a distance of 10.00 feet; Thence N 89°52'26" E, a distance of 46.00 feet; Thence S 00°07'34" E, a distance of 10.00 feet to a point on the North R/W of W. Lindsey St. and to the POINT OF BEGINNING.

Containing 0.011 acres, more or less.



David E. Woody II PLS #1890

Project: Lindsey Street
J/P #: 37984(04)
Parcel #: 22.3

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole formerly known as Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole of Cleveland County, State of Oklahoma, for and in consideration of the sum of one (1) and 00/100---------- DOLLARS ($ 1.00) and other good, valuable and consideration, has/have this day granted to the City of Norman, Oklahoma a temporary easement over the following described land, to-wit:

See attached Exhibit "A" – Legal Description

The sole purpose of this easement is to grant the City of Norman, Oklahoma and the Transportation Commission the right to a temporary construction easement on the above described tract of land, and includes the right to use and remove any and all sand, rock, dirt, gravel and other road building materials from the above described tract of land.

It is a condition of this easement that it shall not be filed for record and that all rights of the City of Norman, Oklahoma and the State of Oklahoma in the above-described right-of-way shall terminate upon completion of construction of the project.

Grantor(s) hereby covenant(s) and warrant(s) that at the time of execution of this easement, it is the owner(s) in fee simple of the above described tract.

The undersigned owner(s) hereby designate and appoint itself as agent to execute the claim and receive the compensation herein named for said right-of-way.

IN WITNESS WHEREOF, the Grantor(s) herein named have hereunto set their hands and seals this the 14th day of ~~August~~ September, 2026.

Authorized Signor for The Church of Jesus Christ of Latter-day Saints

R/W Form 43 City
Revised 02-07

Individual Acknowledgement

State of Oklahoma)
) §
County of_____)

Before me, _____ in and for this State, on this ____ day of _____ , _____ , personally appeared _____ _____ _____ to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission expires:_____ _____
Commission No._____ Notary Public

Individual Acknowledgement

State of Oklahoma)
) §
County of_____)

Before me, _____ in and for this State, on this ____ day of _____ , _____ , personally appeared _____ _____ _____ to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission expires:_____ _____
Commission No. _____ Notary Public

Trust/LLC/Corporation Acknowledgment

State of ~~Oklahoma~~ Utah)
) §
County of Salt Lake)

Before me, Daniel Maynes in and for this State, on this 14 day of September , 2026 , personally appeared Richard C. Horgan to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its AUTHORIZED AGENT , and acknowledged to me that He executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the _____ _____ for the uses and purposes therein set forth.

DANIEL MAYNES
Notary Public State of Utah
My Commission Expires on:
March 18, 2028
Comm. Number: 736163

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

My Commission expires: 3/18/2028
Commission No. 736163 Notary Public

Trust/LLC/Corporation Acknowledgment

State of Oklahoma)
) §
County of_____)

Before me, _____ in and for this State, on this____ day of _____ , _____ , personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of the _____ _____ for the uses and purposes therein set forth.

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

My Commission expires:_____ _____
Commission No._____ Notary Public

STATE OF OKLAHOMA)

) ss.

COUNTY OF CLEVELAND)

NOW, on this _____, the City Council of the City of Norman, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered easement and directs the Mayor and Clerk of said City of Norman to indicate the same by their signatures and seal of the City of Norman, State of Oklahoma.

CITY OF NORMAN, OKLAHOMA

_____

Mayor

(SEAL)

ATTEST:

_____

CITY CLERK

Approved as to form and legality this 30 day of September, 2026.

_____

CITY ATTORNEY

Project: 37984(04)
County: Cleveland
Parcel No.: 22.3
12/01/2025

EXHIBIT "A"

A strip, piece or parcel of land lying in the SE¼ of Section 31, Township 9 North, Range 2 West, I.M., in Cleveland County, Oklahoma, being more particularly described as follows:

Commencing at a point on the North 33' Statutory R/W line of W. Lindsey St. and the West R/W of Elm Ave. and the adjusted Southeast corner of Lot 25, Block 1 of Campus Addition, thence S 89°52'26" W along the North R/W of W. Lindsey St., a distance of 45.07 feet to the POINT OF BEGINNING; thence continue Westerly along said line, a distance of 23.00 feet, thence N 00°07'34" W, a distance of 7.00 feet, thence N 89°52'26" E, a distance of 23.00 feet, thence S 00°07'34" E, a distance of 7.00 feet to the POINT OF BEGINNING.

Containing 0.004 acres, more or less.

LICENSED PROFESSIONAL LAND SURVEYOR
DAVID E. WOODY II
1890
OKLAHOMA

David E. Woody II PLS #1890

The City of
NORMAN

225 North Webster Ave · P.O. Box 370
Norman, Oklahoma 73069 · 73070

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION
Phone 405.366.5452
Fax 405.366.5418

SUMMARY OF ACQUISITION

CITY: Norman Project: 37984(04) PROJECT: Lindsey Street Special Corridor Project – Pickard Avenue to Elm Avenue
PARCEL(S) 22A, 22B, 22.1, 22.2, 22.3

PROPERTY LOCATION: Section 31, Township 9N, Range 2W, Cleveland County

BUYER: **City of Norman, Oklahoma**

SELLER: PROPERTY OWNER(S), NAME AND ADDRESS:

The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole formerly known as Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole
50 E North Temple
Salt Lake City, UT 84150

ASSIGNMENT: The Church of Jesus Christ of Latter-day Saints

MORTGAGES AND LIENS: None

IMPROVEMENTS: None

DAMAGES: None

PROPERTY OWNER(S)/SELLER(S) WILL EXECUTE AND SUBMIT TO THE BUYER, THE FOLLOWING DOCUMENTS:

Permanent Roadway Easement	for Parcel	22A	for	91.000 Sq Ft
Permanent Roadway Easement	for Parcel	22B	for	183.327 Sq Ft
Temporary Construction Easement	for Parcel	22.1	for	165.008 Sq Ft
Temporary Construction Easement	for Parcel	22.2	for	460.000 Sq Ft
Temporary Construction Easement	for Parcel	22.3	for	161.000 Sq Ft

ACQUISITION AMOUNT FOR LAND, IMPROVEMENTS AND DAMAGES: $14,135.00

BUYER AND SELLER AGREE:

Payment Includes ANY and ALL Damages to Acquired Land.
The City IS NOT responsible for constructing right-of-way fence.

UPON RECEIPT OF SIGNED DOCUMENTS, BUYER, WILL PREPARE THE FOLLOWING:

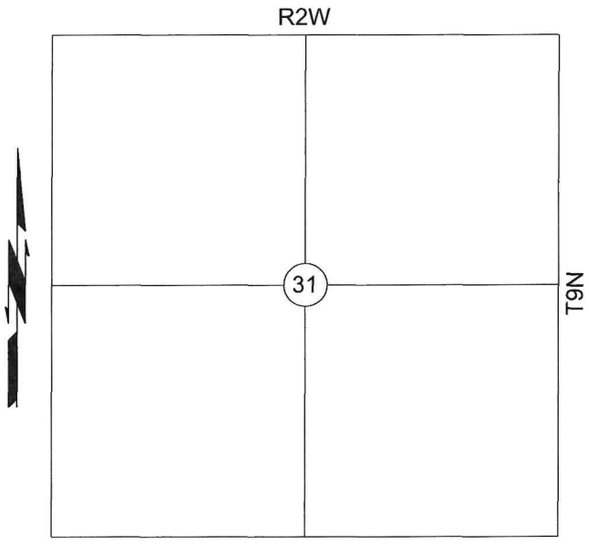
Check in the amount of $14,135.00 to The Church of Jesus Christ of Latter-day Saints

The Church of Jesus Christ of Latter-day Saints

Authorized Signor for The Church of Jesus Christ of Latter-day Saints — DATE 9/14/26

ACQUISITION AGENT
Ryan Martin, contracted by the City of Norman — DATE 9/14/26

RW FORM ACQ 220



JOB: 37984 PIECE: (05)

PARCEL NO. 22A, 22B, 22.1, 22.2 & 22.3

COUNTY: CLEVELAND

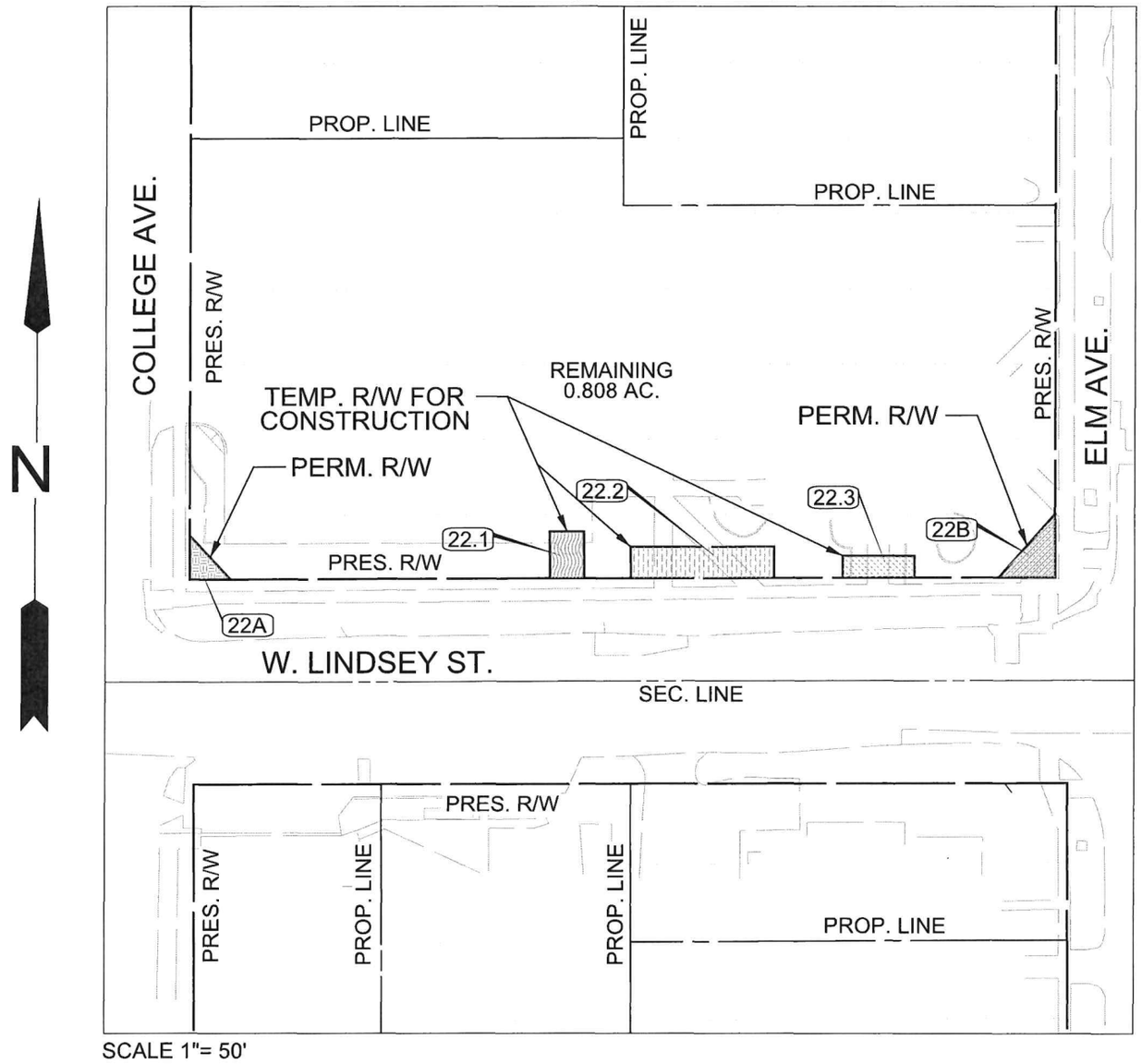
PROJECT: STP-214B (172) AG

TOTAL PROPERTY LEGAL DESCRIPTION

SEC. 31 T9N R2W

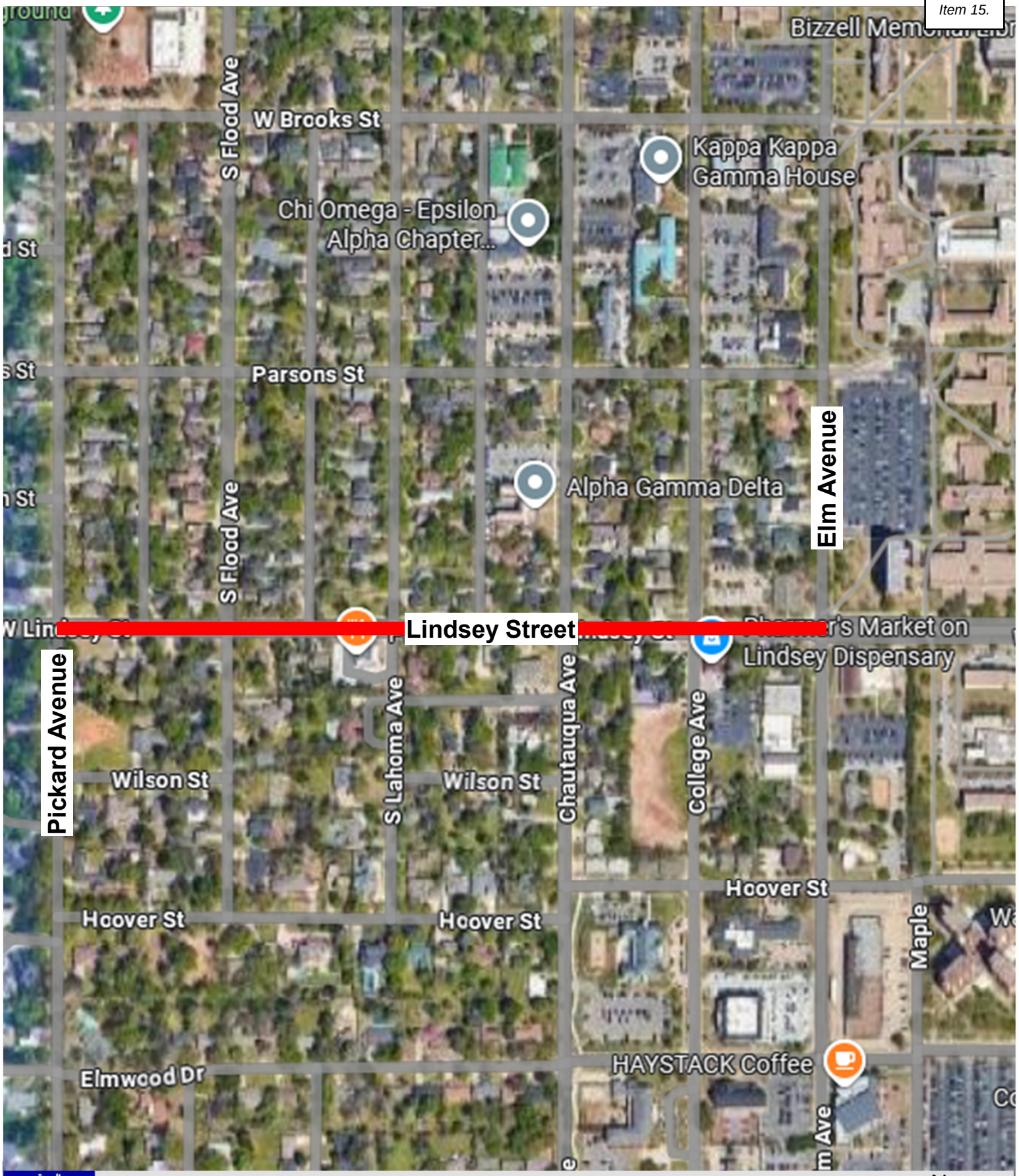
SCALE 1"= '

BEFORE GROSS	36,269.960 SF	0.833	ACRES
EXISTING R/W	SF		ACRES
PERMANENT R/W (22A) 91.000 SF (22B) 183.327 SF	274.327 SF	0.006	ACRES
REM IN QTR	35,209.625 SF	0.808	ACRES
PERPETUAL EASEMENT ( )	SF		ACRES
TEMP R/W (22.1)	165.008 SF	0.004	ACRES
TEMP R/W (22.2)	460.000 SF	0.011	ACRES
TEMP R/W (22.3)	161.000 SF	0.004	ACRES
TEMP R/W ( )	SF		ACRES



SCALE 1"= 50'

APPRAISAL FORM 104 (REV. 02-17)



Lindsey Street Roadway Improvement Location Map

N

File Attachments for Item:

16. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2627-2: AT CHEYENNE ESTATES, FOR PROPERTY THAT CONSISTS OF 60 ACRES AND APPROVAL OF A ROADWAY, DRAINAGE AND UTILITY EASEMENT E-2627-23 (GENERALLY LOCATED ON THE SOUTH SIDE OF POST OAK ROAD AND ONE-HALF MILE EAST OF 120TH AVENUE). (WARD 5)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Scott Sturtz, Director of Public Works

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2627-2: AT CHEYENNE ESTATES, FOR PROPERTY THAT CONSISTS OF 60 ACRES AND APPROVAL OF A ROADWAY, DRAINAGE AND UTILITY EASEMENT E-2627-23 (GENERALLY LOCATED ON THE SOUTH SIDE OF POST OAK ROAD AND ONE-HALF MILE EAST OF 120TH AVENUE). (WARD 5)

BACKGROUND:

This item is Norman Rural Certificate of Survey No. COS-2627-2 for Cheyenne Estates and is generally located on the south side of Post Oak Road and one-half mile east of 120th Avenue S.E.

Norman Rural Certificate of Survey COS-2627-2 for Cheyenne Estates was approved by Planning Commission, at its meeting on August 13, 2026, on a vote of 9-0.

DISCUSSION:

This property consists of a total of 60 acres and six (6) tracts. Each tract consists of ten (10) acres.

A private road will be installed to City standards to serve the tracts.

This certificate of survey, if approved, will allow a single-family structure on each tract. Private individual sanitary sewer systems and water wells will be installed in accordance with the Oklahoma Department of Environmental Quality (ODEQ) standards.

Fire protection will be provided by the City of Norman pumper/tanker trucks.

EASEMENT: The owners have submitted a roadway, drainage and utility easement in connection with Post Oak Road.

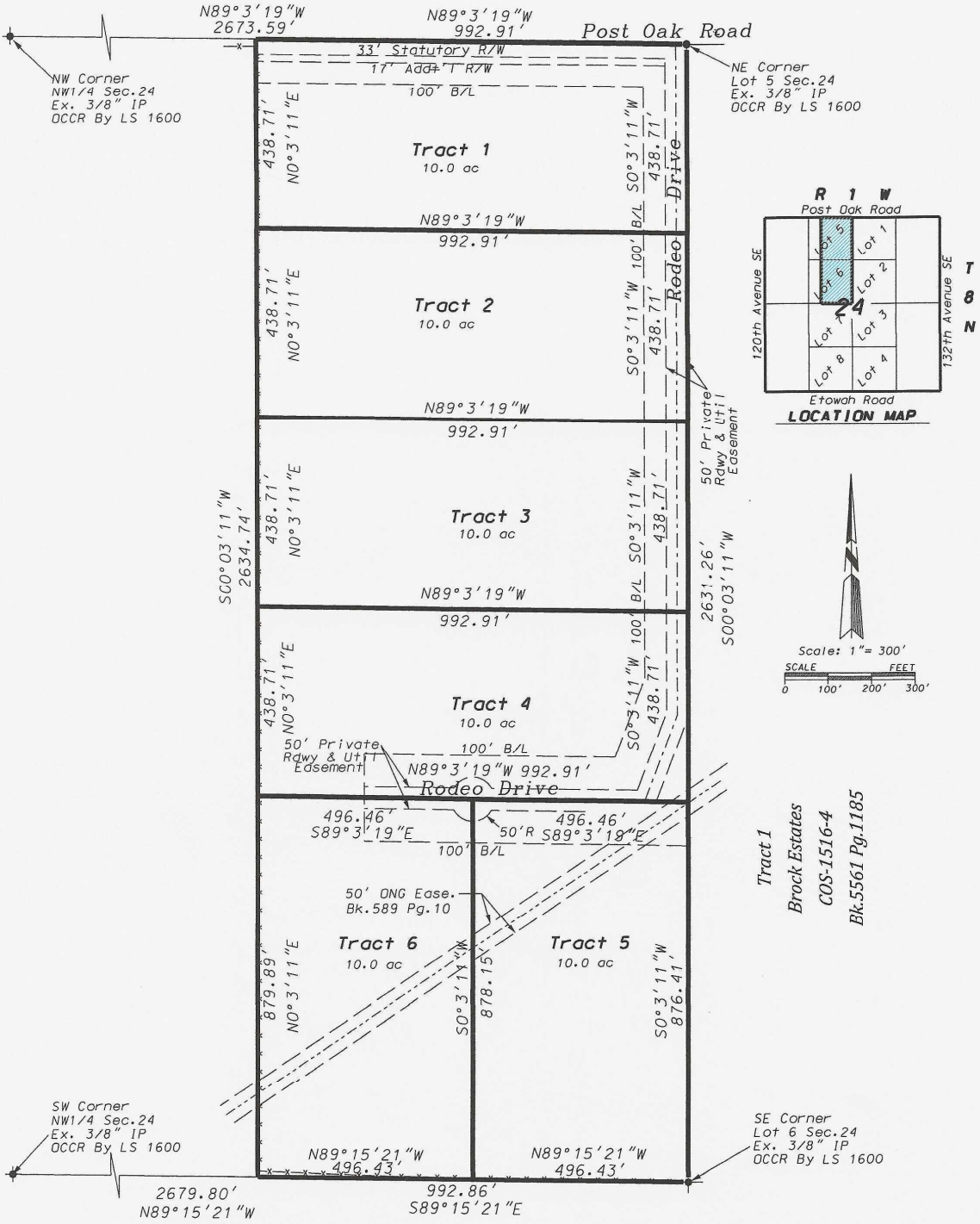
RECOMMENDATION:

Staff recommends approval of Easement No. E-2627-23, and approval of Norman Rural Certificate of Survey No. COS-2627-2 for Cheyenne Estates, and if approved, direct the filing of Easement No. E-2627-23 and Norman Rural Certificate of Survey No. COS-2627-2 for Cheyenne Estates with the Cleveland County Clerk subject to completion of the private road.

CHEYENNE ESTATES

A NORMAN RURAL CERTIFICATE OF SURVEY SUBDIVISION

THE EAST 60 ACRES OF LOTS 5 & 6 OF SECTION 24, T8N, R1W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA



Bearings Shown are Based on an Arbitrary Bearing of N89°03'19"W Between Existing Monuments on the North line of the NW1/4 of Section 24, T8N, R1W, I.M., Cleveland County, Oklahoma.

(●) - Indicates Existing 3/8" Iron Pin Or Monument As Noted.

(○) - Indicates Set 1/2" Iron Pin With Plastic Cap Marked "Pollard PLS 1474" or Set Mag Nail with washer marked "PW Survey CA2380".

(OCCR) - Indicates Oklahoma Certified Corner Record on File With the Oklahoma Department of Libraries, Archives Division.

POLLARD & WHITED SURVEYING, INC.
6901 72nd Avenue NE Norman, OK 73026
405-366-0001
CA 2380 exp.6-30-27 tpollard@pwsurveying.com

Cheyenne Estates	
Norman Rural COS Subdivision	
Part of Section 24.T8N.R1WE, IM	
Norman, Cleveland County, Oklahoma	
June 17, 2026	Drawn By:T.Pollard
24-8n1q.dgn	Sheet 1 of 7

REGISTERED PROFESSIONAL LAND SURVEYOR
TIMOTHY G. POLLARD
1474
OKLAHOMA

LAND SURVEYOR

Timothy G. Pollard, PLS 1474

NOTARY
State Of Oklahoma)
County Of Cleveland) SS
Before me, a Notary Public, in and for said County and State, on this 29th day of June, 2026, personally appeared, Timothy G. Pollard, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed.
My commission expires: _____

JOSHUA THOMAS NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA #23014662 Exp. November 3, 2027

Notary Public

NORMAN PLANNING COMMISSION

Accepted by the City of Norman, Oklahoma, Planning Commission on this 13th day of August, 2026.

ATTEST:_____

Erica Bird
Chairperson

NOTARY
State Of Oklahoma)
County Of Cleveland) SS
Before me, a Notary Public, in and for said County and State, on this 13th day of August, 2026, personally appeared, Erica Bird, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed.
My commission expires: 6-3-30

BAILEY LACHANCE NOTARY PUBLIC 26005706 EXP. 6-3-30 IN AND FOR STATE OF OKLAHOMA CLEVELAND COUNTY

Bailey LaChance
Notary Public

NORMAN CITY COUNCIL

Accepted by the City of Norman, Oklahoma, City Council on this ____ day of _____, 20___.

ATTEST: _____
City Clerk

_____
Mayor

NOTARY
State Of Oklahoma)
County Of Cleveland) SS
Before me, a Notary Public, in and for said County and State, on this ____ day of _____, 2026, personally appeared, _____, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed.
My commission expires: _____

_____
Notary Public

GRANT OF EASEMENT

E-2627-23

KNOW ALL MEN BY THESE PRESENTS:
That in consideration of the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, that **McGregor Ranch LLC**, do hereby grant, bargain, sell and convey unto the **City Of Norman**, a municipal corporation, **a public roadway, drainage and utility easement,** over, across the following described real estate and premises situated in Cleveland County, Oklahoma, to wit:
(17' Additional R/W along Post Oak Road)
An easement being part of Lot Five (5) of Section Twenty-four (24), Township Eight (8) North, Range One (1) West of the Indian Meridian, Cleveland County, Oklahoma, written by Timothy G. Pollard, PLS 1474 dated June 19, 2026 using an Arbitrary bearing of N89°03'19"W between existing monuments on the North line of said Lot 5, as a Basis of Bearing, said easement further described as:
BEGINNING at the Northeast Corner of said Lot 5;
Thence S00°03'11"W, on the East line of said Lot 5, for a distance of 33.00 feet to the **POINT OF BEGINNING**;
Thence S00°03'11"W, on said East line, for a distance of 17.00 feet;
Thence N89°03'11"W for a distance of 992.91 feet
Thence N00°03'11"E for a distance of 17.00 feet;
Thence S89°03'19"E for a distance of 992.91 feet to the **POINT OF BEGINNING**, containing 0.387 acres more or less subject to easements and rights-of-way of record.

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining and operating the facilities indicated below:

Public Roadway, Drainage and Utility Easement

To have and to hold the same unto said City, it's successors and assigns forever.

Signed and delivered this 16th day of August 2026.

John Thomas McGregor, Manager of McGregor Ranch LLC

STATE OF OKLAHOMA)
COUNTY OF CLEVELAND) SS:
Before me, the undersigned, a Notary Public in and for said County and State on this 16th day of August, 2026, personally appeared, John Thomas McGregor, Manager of McGregor Ranch LLC, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act of said entity for the uses and purposes herein set forth.

NOTARY PUBLIC #23014662 PUBLIC IN AND FOR STATE OF OKLAHOMA Exp. November 3, 2027

Notary Public

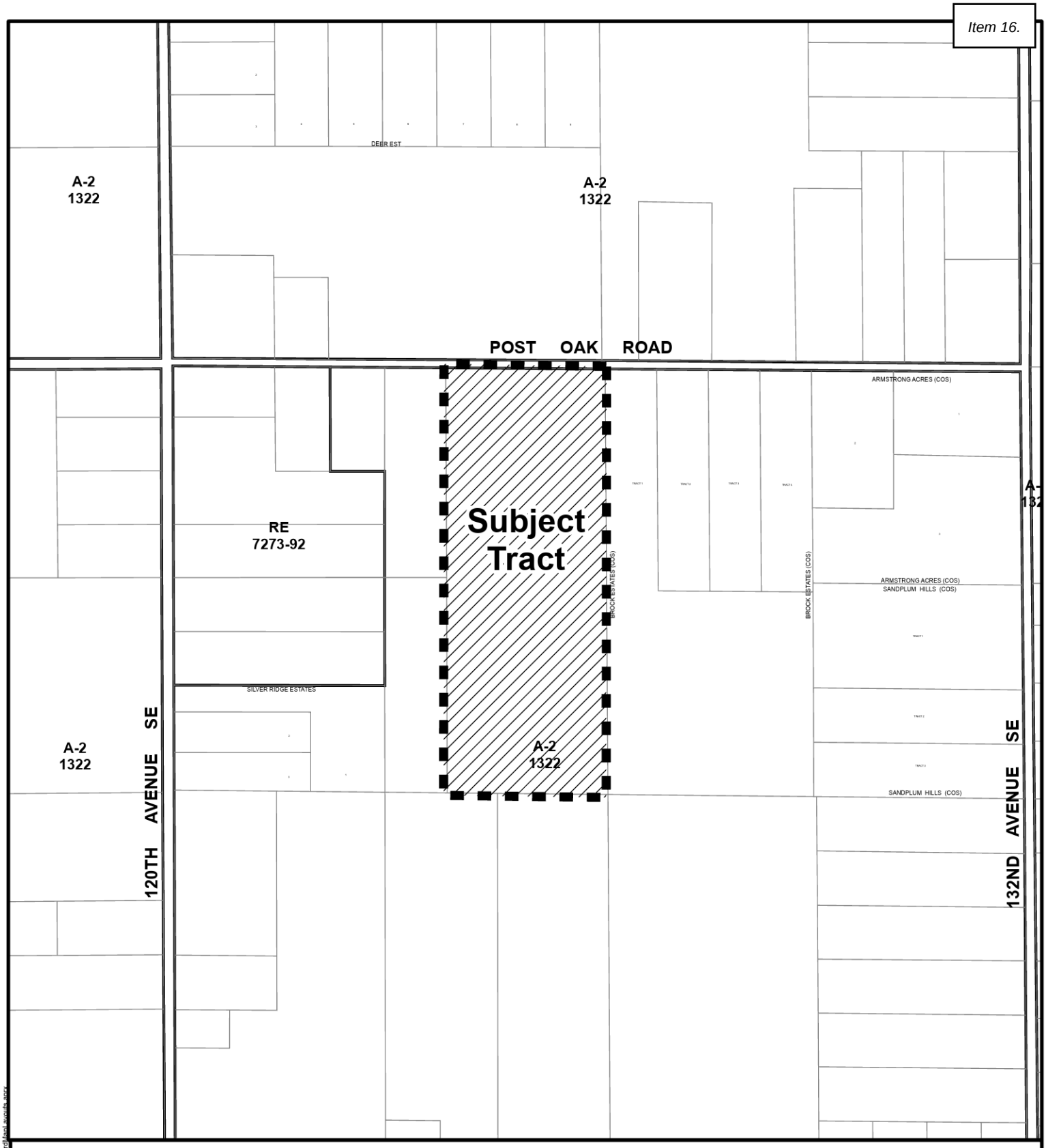
CITY ATTORNEY
Approved as to form and legality this 1 day of September, 2026.

City Attorney

NORMAN CITY COUNCIL
Accepted by the City of Norman, Oklahoma, City Council on this ____ day of _____, 20___.

ATTEST: _____
City Clerk

_____
Mayor



Location Map

Map Produced by the City of Norman Geographic Information System. The City of Norman assumes no responsibility for errors or omissions in the information presented.

N
W E
S

July 14, 2026

0 400 800 Ft.

Subject Tract

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 08/13/2026

REQUESTER: McGregor Family Trust

PRESENTER: Ken Danner, Subdivision Development Manager

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF **NORMAN RURAL CERTIFICATE OF SURVEY NO. COS-2627-2 FOR CHEYENNE ESTATES**

LOCATION: Generally located on the south side of Post Oak Road and one-half of a mile east of 120th Avenue S.E.

INFORMATION:

1. Owners. McGregor Family Trust.
2. Developer. McGregor Family Trust.
3. Surveyor. Pollard and Whited Surveying, Inc.

HISTORY:

1. October 21, 1961. City Council adopted Ordinance No. 1318 annexing this property into the City of Norman Corporate city limits without zoning.
2. October 30, 1961. Planning Commission recommended to City Council that this property be placed in A-2, Rural Agricultural District.
3. December 12, 1961. City Council adopted Ordinance No. 1322 placing this property in the A-2, Rural Agricultural District.

IMPROVEMENT PROGRAM:

1. Fire Protection. Fire protection will be provided by the Norman Fire Department.
2. Sanitary Sewer. Individual sanitary sewer systems will be installed in accordance with City and Oklahoma Department of Environmental Quality standards.

3. Water. Individual water wells will be installed in accordance with City and Oklahoma Department of Environmental Quality standards.

4. Acreage. This property consists of 60 acres. Tract 1 consists of 10 acres, Tract 2 consists of 10, Tract 3 consists of 10 acres, Tract 4 consists of 10 acres, Tract 5 consists of 10 acres and Tract 6 consists of 10 acres.

5. Private Road. The private road will serve the tracts. City standards requires a private road width of twenty-feet.

6. Easements. The owners has submitted an easement for roadway, drainage and utilities in connection with Post Oak Road.

SUPPLEMENTAL MATERIAL: Copies of a location map and Norman Rural Certificate of Survey No. COS-2627-2 for Cheyenne Estates are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: The owners propose to subdivide their 60 acres into six (6) single-family residential tracts. Staff supports Norman Rural Certificate of Survey No. COS-2627-2 for Cheyenne Estates.

ACTION NEEDED: Recommend approval or disapproval of Norman Rural Certificate of Survey No. COS-2627-2 for Cheyenne Estates to City Council.

ACTION TAKEN: _____

CITY OF NORMAN, OK
PLANNING COMMISSION MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Thursday, September 10, 2026 at 5:30 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 call 405-366-5424, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.

NOTICE: The requested rezoning items appearing on this Planning Commission Agenda were filed by the applicant at least 30 days ago. Legal notice for each rezoning item was published in The Journal Record and mailed to each property owner of record within a minimum of 350 feet of each rezoning request.

Planning Commission will hold a public hearing on these items tonight, and each item upon which action is taken will be forwarded to the City Council with a recommendation. It should be recognized that the Planning Commission is a recommendatory body and that the City Council may, or may not, concur with the Planning Commission's recommendation. Therefore, it is important to note that all items forwarded by the Planning Commission will be introduced and heard at a subsequent City Council meeting.

PUBLIC WIFI – CONNECT TO CITYOFNORMANPUBLIC – PASSWORD: April1889.

ROLL CALL

CONSENT ITEMS

This section is placed on the agenda so that the Planning Commission, by unanimous consent, may designate those items that they wish to approve by one motion. Any of these items may be removed from the Consent Docket and be heard in its regular order.

Minutes

1. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES AS FOLLOWS:

   PLANNING COMMISSION MEETING MINUTES OF AUGUST 13, 2026.

Preliminary Plats

2. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2627-4: A PRELIMINARY PLAT FOR 108TH AVE. BUSINESS ADDITION.

NON-CONSENT ITEMS

CEDAR LANE

3. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-65: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER (SE/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA FROM A PUD, PLANNED UNIT DEVELOPMENT AND PART OF THE EAST HALF (E/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, FROM A-2, RURAL AGRICULTURAL DISTRICT, AND THE NORTHWEST QUARTER (NW/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA FROM PL, PARK LAND DISTRICT, AND PLACE THE SAME IN THE R-1, SINGLE-FAMILY DWELLING DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NEAR 12TH AVE SE AND CEDAR LANE RD; WARD 7)

4. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2627-3: A PRELIMINARY PLAT FOR CEDAR LANE ADDITION

201 W APACHE

5. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2627-1: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS ONE (1) AND TWO (2), IN BLOCK SEVEN (7), OF D.L. LARSH'S FIRST ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA FROM A CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT, AND PLACE THE SAME IN A CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (201 W APACHE; WARD 4)

The applicant requests postponement to the October 8, 2026 Planning Commission meeting.

MISCELLANEOUS COMMENTS OF PLANNING COMMISSION AND STAFF

ADJOURNMENT

File Attachments for Item:

1. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES AS FOLLOWS:

PLANNING COMMISSION MEETING MINUTES OF AUGUST 13, 2026.

CITY OF NORMAN, OK
PLANNING COMMISSION MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Thursday, August 13, 2026 at 5:30 PM

MINUTES

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers at the Municipal Building, on Thursday, August 13, 2026 at 5:30 PM and notice of the agenda of the meeting was posted at the Norman Municipal Building at 201 West Gray, and on the City website at least 24 hours prior to the beginning of the meeting.

Chair Bird called the meeting to order at 5:34 p.m.

ROLL CALL

PRESENT
Commissioner Cameron Brewer
Commissioner Douglas McClure
Commissioner Liz McKown
Chair Erica Bird
Secretary Kevan Parker
Vice Chair Michael Jablonski
Commissioner Steven McDaniel
Commissioner Jim Griffith
Commissioner Maria Kindel

STAFF PRESENT
Lora Hoggatt, Planning Services Manager
Kelly Abell, Planner I
Logan Gray, Planner II
Bailey LaChance, Admin Tech IV
Brandon Brooks, Capital Projects Engineer
Beth Muckala, Assistant City Attorney
David Riesland, Transportation Engineer
Bryce Holland, Multimedia Specialist

GUESTS PRESENT
Lynn Golbeck, 4403 12th Ave. S.E., Norman, OK
Linda & Lennard Wright, 4403 12th Ave. S.E., Norman, OK
Jim & Carma Taylor, 1204 Sawgrass Dr., Norman, OK
Sharie Young, 7451 Franklin Ct., Norman, OK
Joe Krodel, 100 N Broadway Ave., STE 1700, OKC, OK
Jay Rippeto, 520 Post Oak Blvd., STE 575, Houston, TX
Dan Helmer, 1117 Caracara Dr., Norman, OK
John Proctor, 1505 Shadybrook, Norman, OK
Sherri Loach, 4403 12th Ave. S.E., Norman, OK
Linda Brown, 4403 12th Ave. S.E., Norman, OK

Debra Williams, 4403 12th Ave. S.E., Norman, OK
Linda Roop, 4403 12th Ave. S.E., Norman, OK
Lori Mouse, 4403 12th Ave. S.E., Norman, OK
Kissie Mouse, 4403 12th Ave. S.E., Norman, OK
Timothy Shannon, 4704 Augusta Dr., Norman, OK
Cynthia Darity, 4403 12th Ave. S.E., Norman, OK
Eldie Lois Morris, 4403 12th Ave. S.E., Norman, OK
A Luanne Alexander, 4403 12th Ave. S.E., Norman, OK
Phil Hollingsworth, 4016 Morrison Ct., Norman, OK
Patrick Janeway, 7206 Franklin Ct., Norman, OK
Steve Guthrie, 6312 Sawgrass Dr., Norman, OK
Bonnie Homes, 4403 12th Ave. S.E., Norman, OK

CONSENT ITEMS

This section is placed on the agenda so that the Planning Commission, by unanimous consent, may designate those items that they wish to approve by one motion. Any of these items may be removed from the Consent Docket and be heard in its regular order.

Minutes

1. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES AS FOLLOWS:

   PLANNING COMMISSION MEETING MINUTES OF JULY 9, 2026.

   ITEMS SUBMITTED FOR THE RECORD

   1. July 9, 2026 Planning Commission Meeting Minutes

Preliminary Plats

2. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF **PP-2627-2, A PRELIMINARY PLAT FOR LUXNOVA LLC**.

   ITEMS SUBMITTED FOR THE RECORD

   1. Staff Report
   2. Location Map
   3. Preliminary Plat
   4. Preliminary Site Development Plan

Certificates of Survey

3. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF **NORMAN RURAL CERTIFICATE OF SURVEY NO. COS-2627-2 FOR CHEYENNE ESTATES**

   ITEMS SUBMITTED FOR THE RECORD

   1. Staff Report

2. Location Map
3. Certificate of Survey

Motion to approve all items on consent docket made by Commissioner Kindel, **Seconded** by Commissioner McDaniel.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Chair Bird, Secretary Parker, Vice Chair Jablonski, Commissioner McDaniel, Commissioner Griffith, Commissioner Kindel

The motion was approved.

NON-CONSENT ITEMS

404 E. Symmes

4. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2627-3: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE TRACT OF LAND IN THE NORTHEAST 2.78 FEET OF LOT 5 AND ALL OF LOT 6, BLOCK 29, OF THE ORIGINAL TOWN OF THE CITY OF NORMAN, CLEVELAND COUNTY, STATE OF OKLAHOMA, FROM THE C-2, GENERAL COMMERCIAL DISTRICT, AND PLACE SAME IN THE R-3, MULTIFAMILY DWELLING DISTRICT, AND PROVIDING FOR THE SEVERABILITY THEREOF. (404 E SYMMES; WARD 4)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Supporting AIM Documents
3. Location Map
4. Site Plan

Staff Presentation

Kelly Abell, Planner I, presented the staff report for the 404 E. Symmes project.

Applicant Presentation

Phil Hollingsworth, applicant, presented the 404 E. Symmes project.

Public Comments

There were no public comments.

Commission Discussion

There was no Commission discussion.

Motion to approve made by Commissioner McKown, **Seconded** by Commissioner McDaniel.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Chair Bird, Secretary Parker, Vice Chair Jablonski, Commissioner McDaniel, Commissioner Griffith, Commissioner Kindel

Planning Commission recommended approval of O-2627-3.

Uses in I-1

5. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PCR-2627-1: A RESOLUTION OF THE PLANNING COMMISSION DETERMINING WHETHER THE USE OF OUTDOOR STORAGE/PARKING OF THIRD-PARTY EQUIPMENT, VEHICLES, TRAILERS, BOATS, AND RECREATIONAL VEHICLES UNDER CERTAIN CONDITIONS IS APPROPRIATE IN THE I-1, LIGHT INDUSTRIAL DISTRICT, PER THE PROVISIONS OF SECTION 36-529(A)(4).

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. I-1, Light Industrial District Code

Staff Presentation

Logan Gray, Planner II, presented the staff report for Uses in I-1.

Commissioner McDaniel sought clarification as to whether the gravel parking area would be located behind a screening fence and whether stored vehicles and equipment would be screened by an opaque fence. Mr. Gray confirmed that was correct.

Commissioner McDaniel also sought clarification regarding the current code, asking whether gravel could be used as a surface behind the fence if no items were being stored. Mr. Gray stated gravel is permitted, but it cannot be used as a parking surface.

Commissioner Bird sought confirmation that the request would apply comprehensively to all I-1 zoned properties, rather than only the property associated with the request. Mr. Gray confirmed that was correct.

Applicant Presentation

No applicant presentation as staff is the applicant.

Public Comments

John Proctor, 1505 Shadybrook Drive. (Support)

Mr. Proctor sought clarification as to whether the paved area would be designated for stored vehicles or for customers visiting the property. Mr. Gray stated any public parking area would be required to be paved, while the vehicle storage area could be gravel.

Commission Discussion

Commissioner Kindel expressed support for allowing gravel parking surfaces, noting the City's stormwater runoff concerns. She sought clarification on how tall the fence must be. Mr. Gray confirmed the fence would be eight feet tall.

Commissioner Bird asked whether taller fencing could be used to screen vehicles such as RVs. Mr. Gray stated alternative fence heights may be requested administratively or through the Board of Adjustment. Commissioner Bird supported allowing taller fencing when necessary for screening.

Commissioner McDaniel asked whether a taller vehicle could comply if positioned far enough from the fence that it was not visible. Mr. Gray stated the requirement is for vehicles and equipment to be completely screened and indicated a non-visible vehicle would comply. Commissioner McDaniel supported providing staff flexibility in applying the requirement. Lora Hoggatt, Planning Services Manager, clarified fences over eight feet require Board of Adjustment approval.

Commissioner Jablonski asked about current regulations for trailer and vehicle storage, noting some existing facilities he has seen do not appear to have opaque fencing. He stated the proposal appeared more restrictive in its screening requirements but less restrictive by allowing gravel. Mr. Gray stated he could not address a specific property without knowing its zoning.

Commissioner Kindel asked whether this type of vehicle storage is currently permitted in a specific zoning district. Ms. Hoggatt stated requirements depend on the zoning and type of storage and some existing uses may be grandfathered. Mr. Gray added vehicles held for sale may be considered business inventory in certain districts.

Commissioner Brewer noted auto repair and similar commercial businesses may have different vehicle storage allowances depending on zoning.

Commissioner McKown asked whether a tree line could satisfy the opaque screening requirement. Mr. Gray stated typical fencing material would be required.

Commissioner Bird stated that clarification may be needed regarding what constitutes "completely screened" and supported allowing staff to determine whether taller items are adequately screened based on placement and sight lines.

Commissioner Kindel noted elevation and lot size could affect whether stored items are visible. Commissioner Bird added existing properties may be grandfathered and the proposed requirements are primarily applying to future uses.

Commissioner McDaniel emphasized the need for clear language so property owners and developers understand the requirements. Ms. Hoggatt explained she would interpret "completely screened" as requiring the storage area to be screened on all sides rather than requiring the fence to match the height of stored items. Commissioner McDaniel supported incorporating that interpretation into the language.

Commissioner Brewer asked whether the proposed language was available for review. Mr. Gray stated there was no PowerPoint presentation because the amendment would

apply throughout the I-1 district not just at one property. Commissioner Brewer also suggested clarifying acceptable screening materials.

Beth Muckala, Assistant City Attorney, clarified the Commission was determining whether the proposed use was similar in character to permitted I-1 uses and, if approved, it would become an allowable use going forward. She stated screening language used elsewhere in the Zoning Ordinance already has established interpretations and any different application should be specifically stated.

Commissioner Brewer asked whether similar eight-foot opaque fence requirements existed elsewhere in the Zoning Ordinance. Ms. Muckala deferred to Planning staff and noted that the Commission could deny the request with recommendations for revised language rather than developing new language during the meeting.

Commissioner Kindel asked whether existing screening standards already establish acceptable materials. Ms. Hoggatt explained that opaque fencing may use various materials but cannot include corrugated fiberglass, corrugated metal, unpaneled sheet metal, or barbed wire. She noted similar eight-foot screening requirements apply to I-1 impoundment yards and that the Commission could modify or expand that language.

Commissioner Jablonski expressed concern that vehicle storage on gravel could generate more dust than an impoundment yard and questioned how the existing dust provisions would apply.

Commissioner Kindel noted other permitted I-1 uses, including the storage of sand, gravel, and cement, could generate more dust than vehicle storage. She stated the proposed use was similar in character and supported allowing gravel surfaces subject to applicable screening requirements.

Ms. Muckala clarified that dust generation is a factor in determining whether the proposed use is similar in character to existing I-1 uses. If the Commission determined the use would generate more dust than comparable uses, that could provide a basis for denial.

Commissioner Bird noted existing I-1 language allows outdoor storage to be screened by ornamental fences, walls, or evergreen plantings so it cannot be seen from a public street. Ms. Hoggatt confirmed that the language is contained within the same zoning provisions.

Ms. Muckala questioned whether the word “completely” was creating ambiguity in the screening requirement. Commissioner McDaniel agreed and supported removing it. Commissioner Bird summarized the apparent consensus as finding the use similar in character, allowing gravel, and requiring screening by ornamental fences, walls, or evergreen plantings so stored vehicles cannot be seen from a public street. Commissioner Kindel agreed.

Commissioner Jablonski remained concerned that frequent traffic on larger gravel areas could generate significant dust and suggested addressing regular dust generation while still allowing gravel parking. Ms. Hoggatt noted frequently traveled gravel can also become compacted and lose permeability.

Brandon Brooks, Capital Projects Engineer, explained gravel materials and different drainage characteristics of each.

Commissioner Parker asked for clarification regarding the determinations before the Commission and how dust would be addressed. Commissioner Bird stated that the Commission was considering whether the use was similar in character to other I-1 uses and whether gravel was appropriate for vehicle storage, with dust being a concern related to gravel.

Commissioner Kindel stated that many existing I-1 uses could generate greater dust concerns and did not believe additional dust language was necessary. Commissioner Bird noted a general consensus not to add additional dust provisions while acknowledging Commissioner Jablonski's concerns.

Motion to approve the uses as similar in character and gravel to be an appropriate use but with language change to strike the word completely from completely screened and to strike that it be screened by an eight-foot- tall opaque fence to replace it with by ornamental fences, walls, or evergreen planting that cannot be seen from a public street, made by Chair Bird, **Seconded** by Commissioner McKown.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Chair Bird, Secretary Parker, Commissioner McDaniel, Commissioner Griffith, Commissioner Kindel
Voting Nay: Vice Chair Jablonski

The motion was approved.

Juniper Sage at Cobblestone Creek

6. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2627-2: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 2 WEST, OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA FROM A PUD, PLANNED UNIT DEVELOPMENT AND PLACE THE SAME IN PUD, PLANNED UNIT DEVELOPMENT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (4403 12th AVE S.E.; WARD 7)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Supporting AIM Documents
3. Location Map
4. Amended PUD
5. Site Plan
6. Green Space Plan
7. Sign Location
8. Pre-Development Summary
9. Protest Letters

Staff Presentation

Logan Gray, Planner II, presented the staff report for the Juniper Sage at Cobblestone Creek project.

Commissioner McDaniel sought clarification on the wording used to describe the age restriction in the original PUD. Lora Hoggatt, Planning Services Manager, stated it was for 55 plus.

Applicant Presentation

Joe Krodel, the applicant's representative, presented the Juniper Sage at Cobblestone Creek project.

Jay Rippeto, applicant, presented the Juniper Sage at Cobblestone Creek project.

Commissioner Kindel asked how removing the age restriction would affect who could live at the property. Mr. Krodel explained age restrictions generally must qualify under 55-and-older housing requirements to comply with fair housing laws. He stated families with children could reside there, but the unit mix and price point are intended to attract adult professionals rather than by-the-bed student tenants.

Mr. Rippeto added that fair housing requirements prevent excluding families with children or designating individual buildings exclusively for seniors. He stated the development would not offer by-the-bed rentals and that rent levels, unit mix, and location are expected to influence the resident demographic.

Commissioner McClure asked how the development intended to discourage student occupancy while complying with fair housing requirements. Mr. Rippeto stated they do not intend to accept parental guarantees or offer seasonal or by-the-bed leasing, although some students could independently qualify. Commissioner McClure expressed support for the request.

Commissioner McDaniel asked whether the federal 80/20 rule for senior housing could allow some residents under age 55 without modifying the PUD. Mr. Krodel explained federal regulations allow certain exceptions, including up to 20 percent of occupancy by persons under 55, but felt that flexibility would not sufficiently address the development's occupancy and financial concerns.

Commissioner McDaniel asked whether the existing PUD prevented use of the 80/20 flexibility. Mr. Krodel stated that the PUD and covenants identify the development as senior housing. Mr. Rippeto added that the property has historically been marketed as a 55-and-older community, making it challenging to attract younger residents while retaining that designation. He stated that they had recently begun adjusting their marketing.

Commissioner Jablonski asked whether alternatives to removing the age restriction had been considered, including conversion to assisted living. Mr. Rippeto stated the property was designed to accommodate a potential future conversion to independent or assisted living, although modifications such as a commercial kitchen would be

necessary. He stated they would consider selling or leasing for such a use but had n actively sought an operator for a conversion.

Commissioner Bird asked whether the property's Opportunity Zone status affected the owners' ability to sell. Mr. Rippeto stated selling before approximately 2030 or 2031 could result in the loss of certain tax benefits. However, an earlier sale could become necessary if occupancy does not improve and the owners discontinue financial support.

Commissioner Bird asked about current occupancy. Mr. Rippeto stated approximately 95 or 96 of the 168 units were occupied, or roughly 57 percent.

Commissioner Bird asked whether a portion of the development could remain 55-and-older while opening the remaining units to other residents. Mr. Krodel stated his understanding was that senior housing requirements generally apply to the development as a whole, subject to the 80/20 framework, and the proposed arrangement would not be permitted under the current zoning and covenants.

Commissioner Bird asked whether dividing the property or individual buildings could affect that determination. Ms. Hoggatt stated her understanding was federal requirements apply to the development as a whole and at least 80 percent would need to qualify as senior housing for the applicable fair housing exemption.

Public Comments

Linda Wright, 4403 12th Ave. S.E. (Protest)

Eldie "Lois" Morris, 4403 12th Ave. S.E. (Protest)

Lori Mouse, 4403 12th Ave. S.E. (Protest)

Kissie Mouse, 4403 12th Ave. S.E. (Protest)

Timothy Shannon, 4704 Augusta Dr. (Support)

Bonnie Holmes, 4403 12th Ave. S.E. (Protest)

Commission Discussion

Commissioner Bird thanked those in attendance for their participation and feedback and acknowledged the strong sense of community surrounding the development.

Commissioner Brewer asked when the zoning change would take effect if approved and whether the effective date could be deferred to give current residents additional time. Mr. Gray stated the change would take effect 30 days after City Council approval and he was unaware of deferred zoning.

Commissioner Brewer noted a 30-day effective date could create a significant change for current residents with existing leases. Ms. Muckala stated she would need to research whether a deferred effective date was possible but noted zoning decisions generally address the property and surrounding development as they currently exist.

Commissioner Bird asked whether City Council could postpone consideration of the item. Ms. Muckala explained first reading is generally required for public notice, while postponements at second reading are within City Council's discretion.

Commissioner Bird asked whether City Council could postpone the item on its own motion rather than at the applicant's request. Ms. Muckala confirmed City Council could do so.

Commissioner Jablonski asked whether City Council could require residents to be released from their leases if the PUD change were approved. Ms. Muckala stated lease provisions are generally better addressed through private contracts rather than zoning regulations.

Commissioner Bird noted that the Commission had also received a request regarding HOA dues and stated private HOA dues and rental rates would not be appropriate matters for the Planning Commission to regulate.

Commissioner Brewer asked about the development's current policy regarding children. Mr. Rippeto stated children may visit, but households with children are not currently permitted to lease units.

Mr. Rippeto stated, if the request is approved, management intends to allow residents to terminate their leases with 60 days' notice regardless of the remaining lease term. Residents whose leases expire before City Council consideration could also transition to month-to-month arrangements, and additional leasing incentives may be offered.

Commissioner Griffith asked about proposed rent incentives and noted some residents had not previously heard about them. Mr. Rippeto stated approximately 40 to 50 residents attended an earlier meeting where these issues were discussed, out of an estimated 120 residents.

Commissioner Griffith asked whether rent incentives would be standardized or individually negotiated. Mr. Rippeto stated management intends to publish a standardized leasing plan allowing residents to terminate with 60 days' notice or renew with incentives based on the length of the lease term.

Commissioner Griffith asked whether future marketing would target graduate students and young professionals. Mr. Rippeto stated the property would be marketed to applicants meeting the income requirements, noting the requirement of approximately three times the monthly rent could make it difficult for many full-time students to qualify.

Commissioner Jablonski supported moving the request forward rather than postponing it, noting both the applicant and residents would benefit from certainty. He suggested the applicant put its lease commitments in writing before City Council consideration so residents and Council would have a clear understanding of what was being offered.

Commissioner Bird stated lease agreements and negotiations are private matters that should not be mandated through the Commission's recommendation. She encouraged the applicant to improve communication with residents through meetings, newsletters, or other formal communications.

Commissioner Bird added residents could contact City Council members, submit additional letters, and provide public comment at the meeting before Council considers the request. She encouraged continued transparency from the applicant but reiterated lease terms should remain a private matter.

Commissioner McKown agreed additional communication from management could help residents understand their options and make informed decisions. She agreed it was not the Commission's role to dictate how those private matters should be handled.

Commissioner Kindel emphasized clear communication could affect residents' trust and the property's future occupancy. She noted management has an incentive to thoroughly screen future tenants to maintain the quality of the community and retain existing residents.

Commissioner Kindel acknowledged the development challenges faced by the applicant and encouraged greater communication with residents before City Council consideration. She stated increased transparency could help residents feel more informed and potentially build support for the proposed change.

Commissioner Parker expressed concern that the discussion had become too focused on how the applicant should operate its business. He noted the applicant developed the senior housing requested by the community, but it had not performed as anticipated and stated the Commission should focus on the requested change to the age restriction.

Commissioner McKown acknowledged existing residents were being asked to accept a significant change from what they originally agreed to. She encouraged residents to remain open to the potential benefits of intergenerational living.

Commissioner McKown also emphasized adequate occupancy is necessary to maintain the development's financial viability, amenities, and overall quality. She stated the request was reasonable given changing market conditions and expressed support for the PUD amendment.

Commissioner Bird reminded the Commission zoning runs with the land rather than the applicant. She acknowledged the significant support and opposition to the request and noted that the issue was complex, with strong perspectives on both sides.

Commissioner Bird highlighted the development's one-bedroom units, noting this type of housing is limited within the community and could provide valuable options for working professionals and other residents.

Commissioner Brewer thanked the residents for participating and the applicant for appearing before the Commission. He noted the discussion allowed the applicant to hear residents' concerns directly while providing transparency regarding the development's financial challenges.

Motion to approve made by Commissioner Brewer, **Seconded** by Commissioner Griffith.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Chair Bird, Secretary Parker, Vice Chair Jablonski, Commissioner McDaniel, Commissioner Griffith, Commissioner Kindel

Planning Commission recommended approval of O-2627-2.

Cedar Lane

7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-65: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER (SE/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA FROM A PUD, PLANNED UNIT DEVELOPMENT AND PART OF THE EAST HALF (E/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, FROM A-2, RURAL AGRICULTUAL DISTRICT, AND THE NORTHWEST QUARTER (NW/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA FROM PL, PARK LAND DISTRICT, AND PLACE THE SAME IN THE R-1, SINGLE-FAMILY DWELLING DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NEAR 12TH AVE SE AND CEDAR LANE RD; WARD 7)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report

The applicant requests postponement to the September 10, 2026 Planning Commission meeting.

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2627-3: A PRELIMINARY PLAT FOR *CEDAR LANE*.

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report

The applicant requests postponement to the September 10, 2026 Planning Commission meeting.

Motion to postpone O-2526-65 and PP-2627-3 to the September 10, 2026 Planning Commission meeting made by Commissioner Kindel, **Seconded** by Secretary Parker.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Chair Bird, Secretary Parker, Vice Chair Jablonski, Commissioner McDaniel, Commissioner Griffith, Commissioner Kindel

The motion was approved.

Franklin Baptist Church

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2627-4: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS ONE (1) THROUGH TWENTY (20), INCLUSIVE, OF BLOCK TWO (2), BEING PART OF THE ORIGINAL TOWN PLAT OF FRANKLIN, CLEVELAND COUNTY, OKLAHOMA AS FILED IN PLAT BOOK 1 AT PAGE 99, DATED MAY 29, 1908 IN THE CLEVELAND COUNTY CLERK'S RECORDS, FROM THE A-2, RURAL AGRICULTAL DISTRICT, AND PLACE SAME IN A SPUD, SIMPLE PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (7327 E FRANKLIN RD, WARD 5)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report

The applicant requests postponement to the December 10, 2026 Planning Commission meeting.

Motion to postpone O-2627-4 to the December 10, 2026 Planning Commission meeting made by Commissioner Kindel, **Seconded** by Commissioner McKown.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Chair Bird, Secretary Parker, Vice Chair Jablonski, Commissioner McDaniel, Commissioner Griffith, Commissioner Kindel

The motion was approved.

MISCELLANEOUS COMMENTS OF PLANNING COMMISSION AND STAFF

ADJOURNMENT

File Attachments for Item:

2. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2627-4: A PRELIMINARY PLAT FOR 108TH AVE. BUSINESS ADDITION.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 09/10/2026

REQUESTER: John Traw

PRESENTER: Ken Danner, Subdivision Development Manager

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2627-4: A PRELIMINARY PLAT FOR 108TH AVE. BUSINESS ADDITION.

LOCATION: Located at the southeast corner of the intersection of State Highway No. 9 and 108th Avenue S.E.

INFORMATION:

1. Owner. John Traw.
2. Developer. Dollar General.
3. Engineer. Flatland Civil, LLC.

HISTORY:

1. October 18, 1961. City Council adopted Ordinance No. 1314 annexing this property into the Corporate City Limits without zoning.
2. December 12, 1961. City Council adopted Ordinance No. 1322 placing this property in the A-2, Rural Agricultural District.
3. October 10, 1985. Planning Commission, on a vote of 6-0, recommended to City Council that this property be placed in the TC, Tourist Commercial District and removed from A-2, Rural Agricultural District.
4. October 10, 1985. Planning Commission, on a vote of 6-0, approved the preliminary plat for Russell Addition.
5. November 12, 1985. City Council adopted Ordinance No. O-8586-26 placing this property in the TC, Tourist Commercial District and removing it from A-2, Rural Agricultural District.

IMPROVEMENT PROGRAM:

1. Sanitary Sewers. A private sanitary sewer system will be installed in accordance with City and Oklahoma Department of Environmental Quality standards.

2. Storm Sewers. Storm water and appurtenant drainage structures will be installed in accordance with approved plans and City drainage standards. Runoff will be conveyed to privately maintained detention facilities located throughout the property.

3. Streets. State Highway No. 9 is existing. 108th Avenue S.E. is designated as a rural collector.

4. Water Main. A water well will be installed in accordance with City and Oklahoma Department of Environmental Quality Standards.

5. WQPZ. This property contains the Water Quality Protection Zone. However, there are no proposed structures within the WQPZ. Covenants will be required for the maintenance and protection of the WQPZ with final platting.

PUBLIC DEDICATIONS:

1. Easements. All required easements will be dedicated to the City on the final plat.

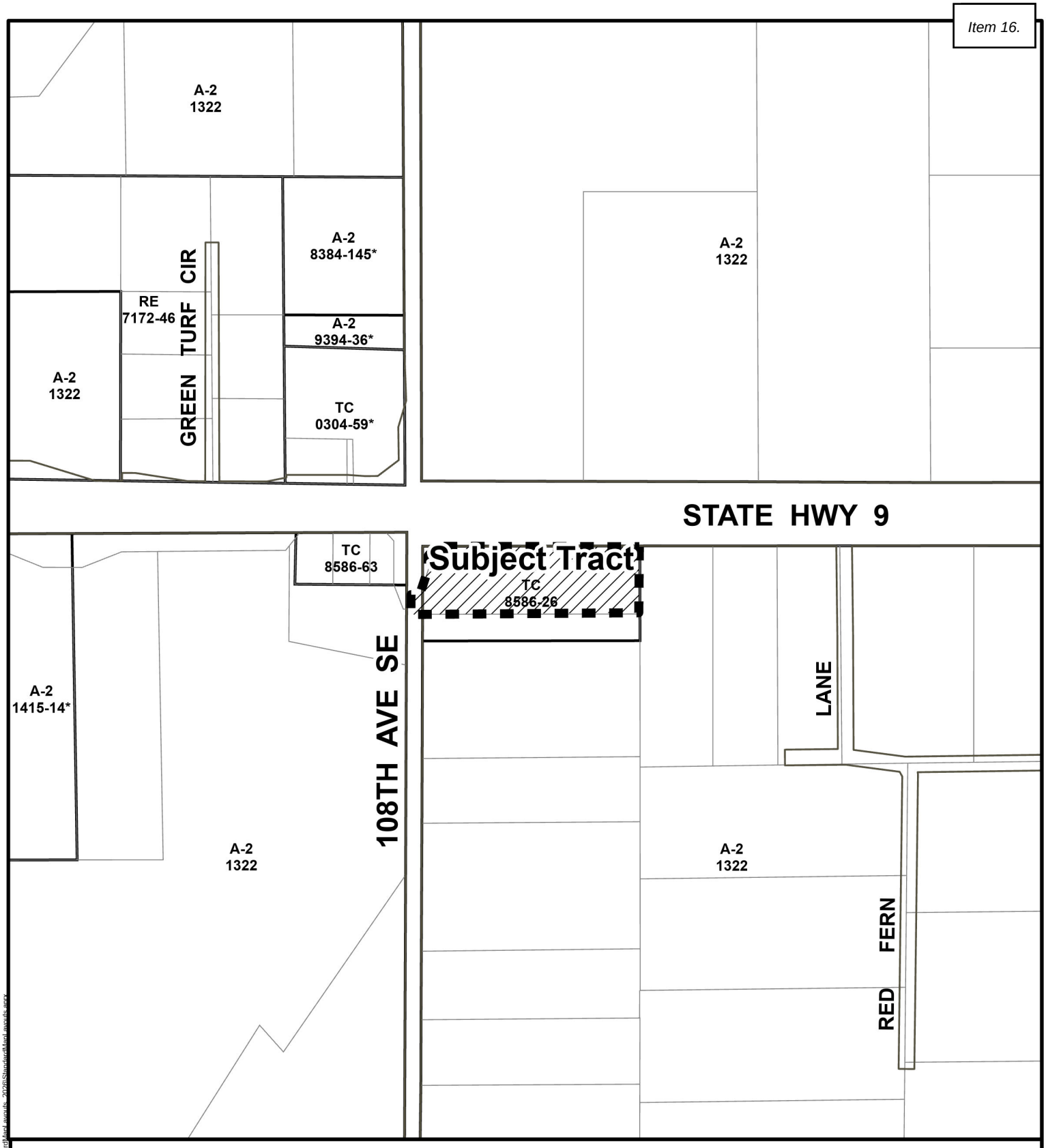
2. Rights-of-Way. Street rights-of-way will be dedicated to the City on the final plat.

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

STAFF COMMENTS AND RECOMMENDATION: This property consists of 4.5468 acres and one (1) lot. The intended use is a Dollar General store. There is no proposal for the use of the eastern portion of the property It will remain natural.

ACTION NEEDED: Recommend approval or disapproval of the preliminary plat for 108th Ave. Business Addition to City Council.

ACTION TAKEN: _____



Location Map

Subject Tract

Map Produced by the City of Norman Geographic Information System. The City of Norman assumes no responsibility for errors or omissions in the information presented.

N
W E
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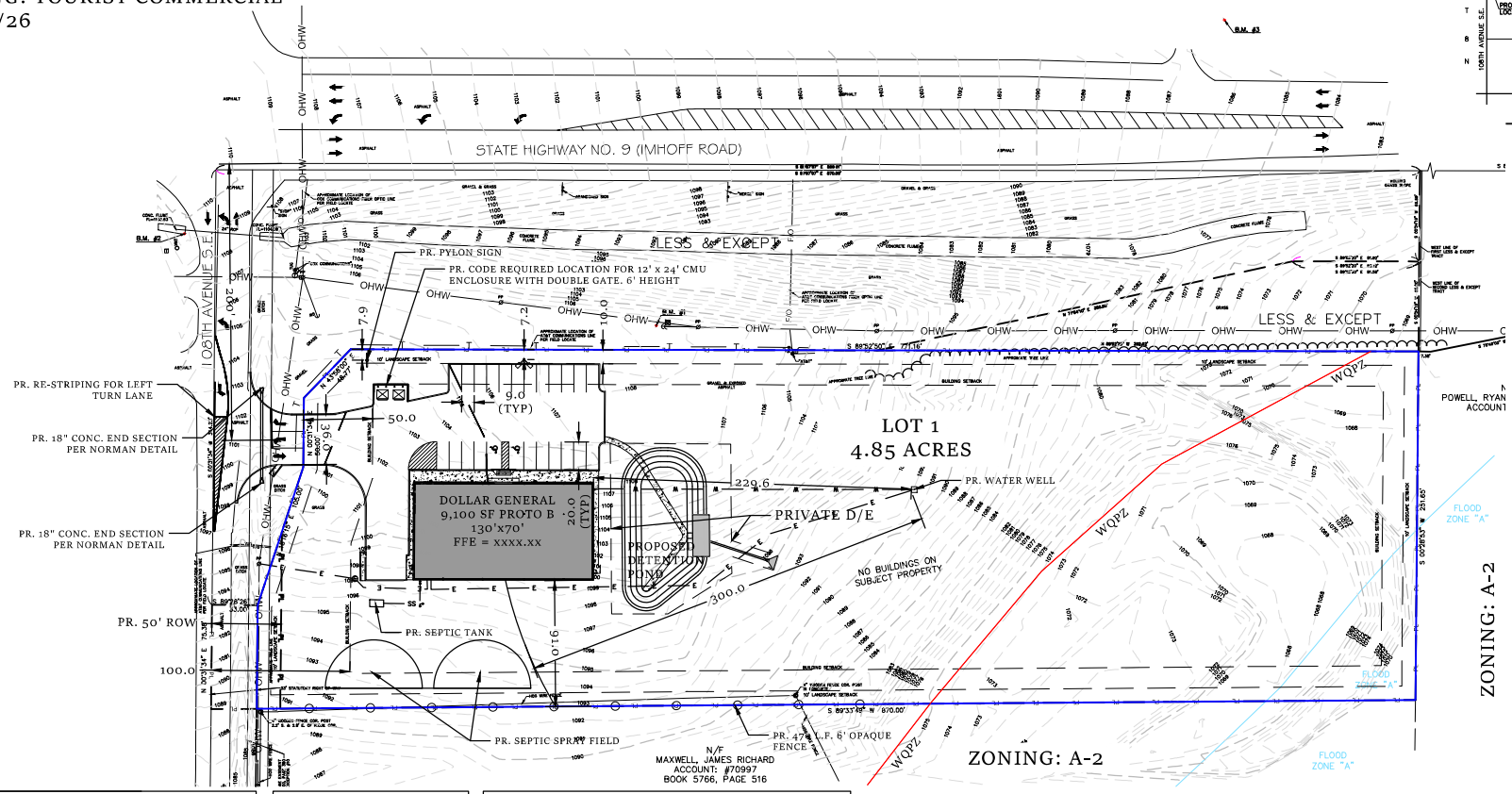
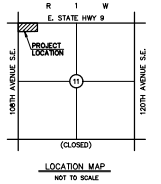
August 5, 2026

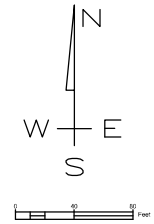
0 250 500 Ft.

PRELIMINARY SITE PLAN: 108TH AVE. BUSINESS ADDITION
ZONING: TOURIST COMMERCIAL
09/01/26





FLATLAND CIVIL CONSULTING
200 36TH AVE NW
PO BOX 720072
NORMAN, OK
73070
P: 405-863-8984
OK CA # 9971
EXP: JUNE 30TH 2028



BM #1 (NAD 83 SPC 3502 OK S.)
1/2" I.P.
112.5' SOUTH & 318.0' EAST OF N.W. COR. OF SEC. 11
ELEV=1108.37'

BM #2
CUT "X" – S.E. COR. OF CONC. FLUME – 46.3' SOUTH & 22.8' WEST OF N.W. COR. OF SEC. 11
ELEV=1109.55'

BM #3
CUT "X" – IN CENTER WEST END OF CONC. FLUME – EAST FLUME OF NORTH ADJOINER
ELEV=1080.91'

BM #4
CUT "X" – IN CONC. CULVERT 138.4' SOUTH & 21.2' WEST OF S.W. PROPERTY COR.
ELEV=1082.67'

LEGAL DESCRIPTION

Part of the Northwest Quarter (NW/4) of Section Eleven (11), Township Eight (8) North, Range One (1) West of the Indian meridian, Cleveland County, Oklahoma, more particularly described as follows:

COMMENCING at the Northwest corner of the Northwest Quarter (NW/4) of said Section Eleven (11);

THENCE South 00°31'34" West, along the West line of the Northwest Quarter, a distance of 314.23 feet to the intersection of said Section line with the South right of way line of State Highway 9, said point also being the POINT OF BEGINNING;

THENCE South 89°28'26" East, along the South right of way of State Highway 9, a distance of 33.00 feet;

THENCE North 18°16'15" East, along the South right of way of State Highway 9, a distance of 105.00 feet;

THENCE North 00°31'34" East, along the South right of way of State Highway 9, a distance of 50.00 feet;

THENCE North 43°58'00" East, along the South right of way of State Highway 9, a distance of 48.77 feet;

THENCE South 89°52'50" East, along the South right of way of State Highway 9, a distance of 771.16 feet;

THENCE South 00°28'53" West a distance of 251.65 feet;

THENCE South 89°23'49" West a distance of 870.00 feet to a point the West line of the Northwest Quarter of Section 11;

THENCE North 00°31'34" East, along the West line of the Northwest Quarter of said Section 11 a distance of 75.38 feet to the POINT OF BEGINNING.

Said tract of land contains an area of 211,545 square feet or 4.8564 acres, more or less.

CONTACT

OWNER: JOHN TRAW
P.O. Box 546
NORMAN, OK 73070

CIVIL ENGINEER: FLATLAND CIVIL LLC
200 36TH AVE NW
P.O. BOX 720072
NORMAN OK, 73070
(405) 863-8984

SURVEYOR: MARK DEAL AND ASSOCIATES
P.O. BOX 6578
NORMAN, OK 73070
(405) 681-3325

STORMWATER DETENTION EASEMENT

DRAINAGE DETENTION FACILITIES ARE HEREBY ESTABLISHED AS SHOWN TO PROVIDE FOR DETENTION OF STORM SURFACE WATER AND CONSTRUCTED AS APPROVED BY THE CITY ENGINEER, ALL MAINTENANCE WITHIN THE DRAINAGE DETENTION FACILITY SHALL BE THE RIGHT, DUTY, AND RESPONSIBILITY OF THE PROPERTY OWNERS IN THE PLAT OF 240310BTH AVE SE, HOWEVER, IF MAINTENANCE IS NEGLECTED OR SUBJECT TO BE A HAZARD OR THREAT TO PUBLIC SAFETY BY THE CITY ENGINEER, CORRECTIVE MAINTENANCE MAY BE PERFORMED BY THE GOVERNING JURISDICTION WITH COST ASSESSED TO AND BORN UPON SAID PROPERTY OWNER(S). OFFICIALS REPRESENTING THE PUBLIC WORKS DEPARTMENT, SHALL HAVE THE RIGHT TO ENTER UPON THE EASEMENT FOR PURPOSES OF PERIODIC INSPECTION AND/OR CORRECTIVE MAINTENANCE OF THE FACILITY. UPON RECEIVING WRITTEN APPROVAL FROM THE PUBLIC WORKS DEPARTMENT, PROPERTY OWNER(S) MAY CONSTRUCT IMPROVEMENTS WITHIN THE EASEMENT, PROVIDED THE IMPROVEMENT DOES NOT INTERFERE WITH THE FUNCTION OF THE DETENTION FACILITY.

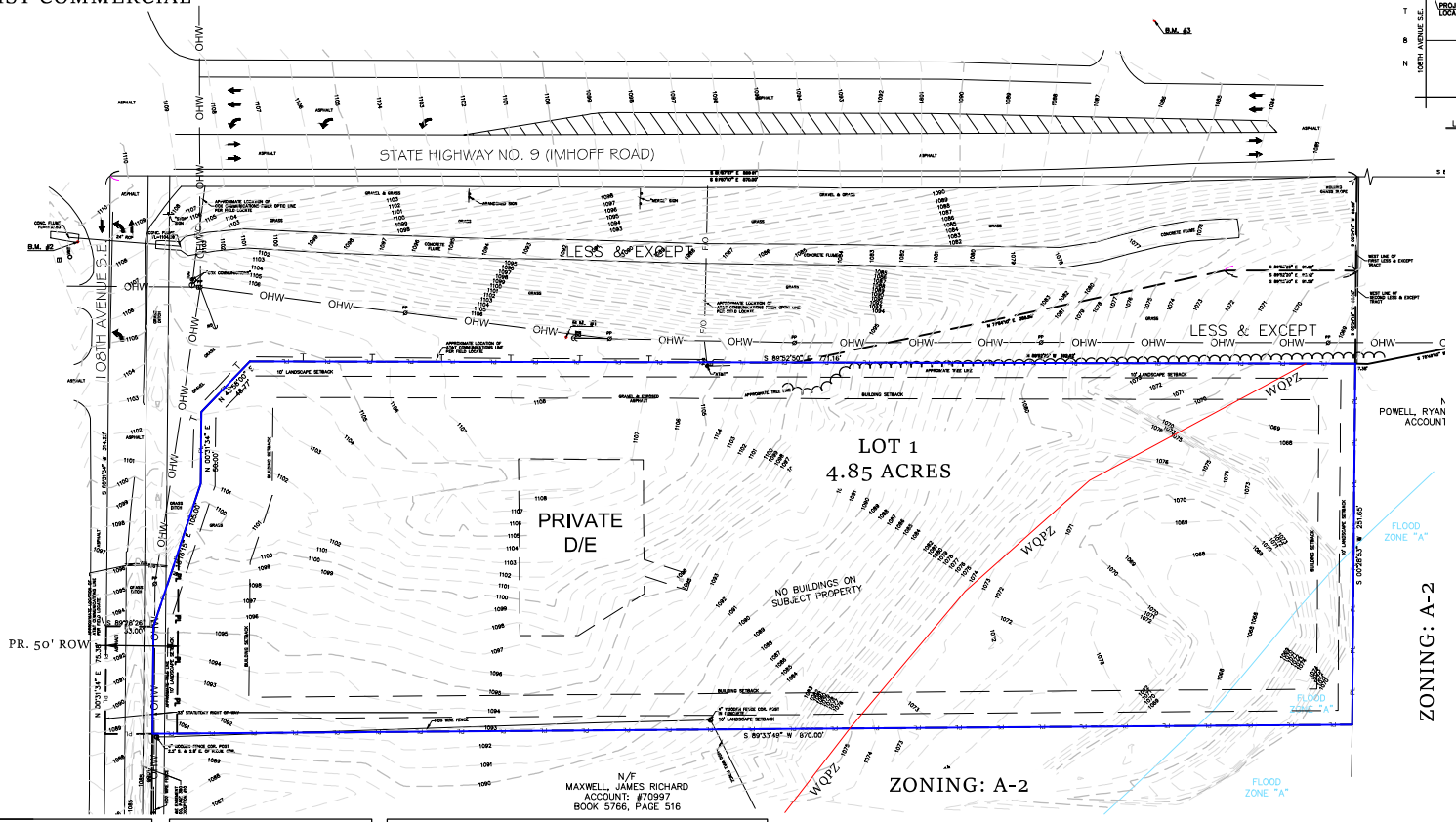
ALL MEASUREMENTS IN FEET UNLESS NOTED OTHERWISE

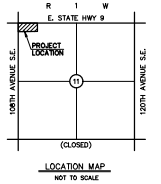
LEGEND

EX. CENTERLINE	PR. BLDG SETBACK
EX. 1' CONTOUR	PR. CENTERLINE
EX. 5' CONTOUR	PR. 1' CONTOUR
EX. EASEMENT	PR. 5' CONTOUR
EX. ELECTRIC	PR. EASEMENT
EX. FENCE	PR. ELECTRIC
EX. FIBER	PR. FENCE
EX. GAS	PR. FIBER
EX. LOT	PR. GAS
EX. OVERHEAD WIRE	PR. LOT
EX. PROPERTY LINE	PR. OVERHEAD WIRE
EX. ROW	PR. ROW
EX. SECTION LINE	PR. SANITARY SEWER
EX. SANITARY SEWER	PR. STORM DRAIN
EX. STORM DRAIN	PR. TELECOMMUNICATIONS
EX. TELECOMMUNICATIONS	PR. WATER
EX. WATER	

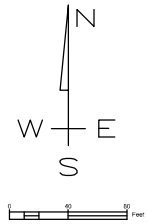
SANITARY SEWER MANHOLE	NATURAL GAS MANHOLE
SANITARY SEWER CLEANOUT	ELECTRIC MANHOLE/TRANSFORMER
STORM DRAIN MANHOLE	ELECTRIC METER
WATER METER	GAS METER
FIRE HYDRANT	TELECOMMUNICATIONS HANDHOLE
HOSE HYDRANT/FDC	

PRELIMINARY PLAT: 108TH AVE. BUSINESS ADDITION
ZONING: TOURIST COMMERCIAL
09/01/2026





FLATLAND CIVIL CONSULTING
200 36TH AVE NW
PO BOX 720072
NORMAN, OK
73070
P: 405-863-8984
OK CA # 9971
EXP: JUNE 30TH 2028



LEGAL DESCRIPTION

Part of the Northwest Quarter (NW/4) of Section Eleven (11), Township Eight (8) North, Range One (1) West of the Indian meridian, Cleveland County, Oklahoma, more particularly described as follows:

COMMENCING at the Northwest corner of the Northwest Quarter (NW/4) of said Section Eleven (11);

THENCE South 00°31'34" West, along the West line of the Northwest Quarter, a distance of 314.23 feet to the intersection of said Section line with the South right of way line of State Highway 9, said point also being the POINT OF BEGINNING;

THENCE South 89°28'26" East, along the South right of way of State Highway 9, a distance of 33.00 feet;

THENCE North 18°16'15" East, along the South right of way of State Highway 9, a distance of 105.00 feet;

THENCE North 00°31'34" East, along the South right of way of State Highway 9, a distance of 50.00 feet;

THENCE North 43°58'00" East, along the South right of way of State Highway 9, a distance of 48.77 feet;

THENCE South 89°52'50" East, along the South right of way of State Highway 9, a distance of 771.16 feet;

THENCE South 00°28'53" West a distance of 251.65 feet;

THENCE South 89°33'49" West a distance of 870.00 feet to a point the West line of the Northwest Quarter of Section 11;

THENCE North 00°31'34" East, along the West line of the Northwest Quarter of said Section 11 a distance of 75.38 feet to the POINT OF BEGINNING.

Said tract of land contains an area of 211,545 square feet or 4.8564 acres, more or less.

CONTACT

OWNER: JOHN TRAW
P.O. Box 546
NORMAN, OK 73070

CIVIL ENGINEER: FLATLAND CIVIL LLC
200 36TH AVE NW
P.O. BOX 720072
NORMAN OK, 73070
(405) 863-8984

SURVEYOR: MARK DEAL AND ASSOCIATES
P.O. BOX 6578
NORMAN, OK 73070
(405) 681-3335

STORMWATER DETENTION EASEMENT

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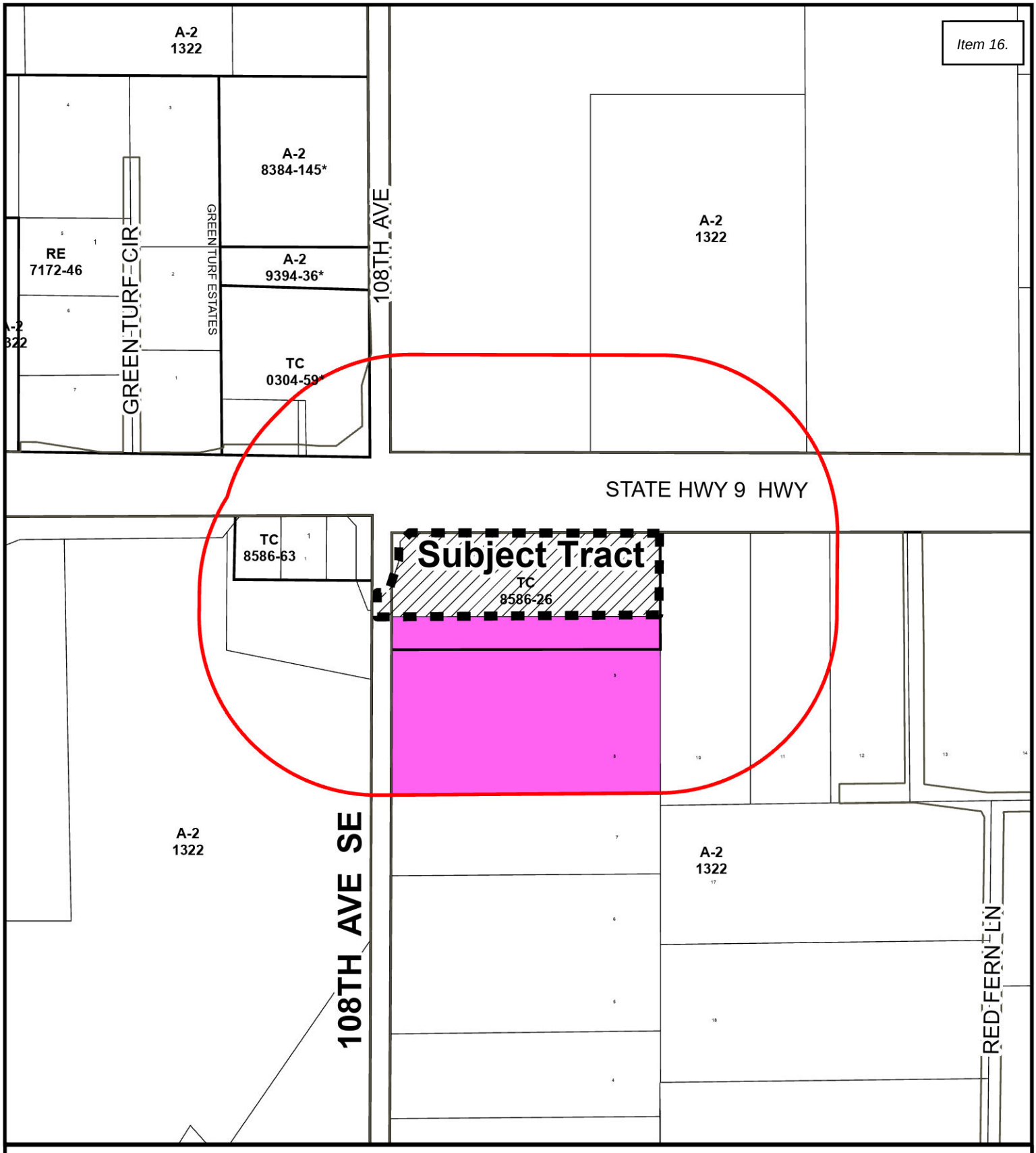


Protest Map

27.7% Protest Within Notification Area

Map Produced by the City of Norman Geographic Information System. The City of Norman assumes no responsibility for errors or omissions in the information presented.

N
W E
S

0 200 400 Feet

September 9, 2026

Subject Tract
Notification Area
Protest
Protest Outside Notification Ar

James Maxwell
2601 108th Ave SE
Norman. OK 73026
512-567-3965
jrmax80@gmail.com

FILED IN THE OFFICE
OF THE CITY CLERK
ON 09/08/26-RW

September 8th, 2026

Case Number: PD 26-21

To Whom It May Concern;

The reason for this protest is;

The proximity of aerobic waste water runoff /spray, (approximately 15 -20 feet from my property line) making portions of my property inaccessible and unuseable at times. I have used these areas of my property to provide cooking wood, harvesting seasonal nuts, and maintaining natural compost areas for my gardens. I regularly walk this area of my property and really don't want to risk having my neighbors waste water system go off while I'm walking around. This potentially exposes anyone on my property, in that area, to direct contact from back spray and mist.

Secondly, the placement of the aerobic wastewater system is within 65 feet of my water well, potentially making it in violation of the Department of Environmental Quality under OAC 252:642 (appendix E) and Oklahoma Water Resource Board OAC 785:35-7-1. This distance puts my household potentially at risk of downhill runoff waste water leaking into my well.

I also have a pond that I maintain within approximately 125 feet downhill from the proposed aerobic waste water location. Again potentially putting it in violation of the Oklahoma Water Resource Board.

This aerobic system is within approximately 300' of a creek that feeds into the Thunderbird watershed program (again putting it at jeopardy of being

in violation of the DEQ and OWRB). The aerobic system and additional runoff, due to the structure and parking lot of the potential building site, go into the bar ditch that fields this waste and pollution directly to the north creek of my property that feeds into Lake Thunderbird.

I am also concerned about the additional erosion to the bar ditch (east side of 108th Ave SE) from the additional water shed. This bar ditch has never been maintained by the city since I have owned the property. I have done my best to grade and smooth it out over the years. With additional watershed into this area I am worried about additional erosion affecting my North /South property and fence lines.

I am also concerned about the additional traffic that will be in this area. There is no right hand turn lane for eastbound traffic off of Highway 9 turning south to 108th Ave SE at a point where Highway 9 condenses down from two lanes of traffic to one.

Additionally the proposed left hand turn lane on 108th Ave SE is at a spot that narrows down for single lane traffic (the best I can tell from the preliminary site plan). Nor does this plan account for northbound traffic on 108th Ave SE turning eastbound into Lakemart Valero without turn lane access. The amount of congestion in this area, in the short 75-125 foot area is unsafe. Additionally this doesn't address concerns of blind spots that occur here due to both geography and signage from existing businesses and the potential new one that needs to be considered.

Thank you for your consideration in keeping my property and family safe, the citizens and travelers in this area safe, and the waterways on our creeks, streams, ponds, and lakes protected.



James Maxwell

File Attachments for Item:

3. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-65: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER (SE/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA FROM A PUD, PLANNED UNIT DEVELOPMENT AND PART OF THE EAST HALF (E/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, FROM A-2, RURAL AGRICULTURAL DISTRICT, AND THE NORTHWEST QUARTER (NW/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA FROM PL, PARK LAND DISTRICT, AND PLACE THE SAME IN THE R-1, SINGLE-FAMILY DWELLING DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NEAR 12TH AVE SE AND CEDAR LANE RD; WARD 7)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 9/10/2026

REQUESTER: Cedar Lane, LLC

PRESENTER: Lora Hoggatt, Planning Services Manager

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-65: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER (SE/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA FROM A PUD, PLANNED UNIT DEVELOPMENT AND PART OF THE EAST HALF (E/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, FROM A-2, RURAL AGRICULTURAL DISTRICT, AND THE NORTHWEST QUARTER (NW/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA FROM PL, PARK LAND DISTRICT, AND PLACE THE SAME IN THE R-1, SINGLE-FAMILY DWELLING DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NEAR 12TH AVE SE AND CEDAR LANE RD; WARD 7)

APPLICANT/REPRESENTATIVE	Cedar Lane, LLC/Steve Rollins, Arc Engineering Consultants, LLC
LOCATION	Near 12th Ave SE and Cedar Lane Rd
WARD	7
CORE AREA	No

EXISTING ZONING	A-2, Rural Agricultural District, PL, Park Land District, and PUD, Planned Unit Development
EXISTING LAND USE DESIGNATIONS	Urban Low and Urban High
CHARACTER AREA	Suburban Neighborhood
PROPOSED ZONING	R-1, Single-Family Dwelling District
PROPOSED LAND USE	No Change

SUMMARY:

The applicant, Cedar Lane, LLC, is requesting to zone the subject properties to R-1, Single-Family Dwelling District. The proposed zoning will allow for the development of single-family homes. There is a companion preliminary plat request associated with this zoning application.

EXISTING CONDITIONS:

SIZE OF SITE: 56.9 acres

SURROUNDING PROPERTIES

	Subject Property	North	East	South	West
Zoning	A-2/PL/PUD	R-1/PL	R-1/BNSF Railway	R-1/RE/City of Noble	R-1/PL/RE
Land Use	Urban Low/Urban High	Urban Low/Park	Urban Low/BNSF Railway	Urban Low/City of Noble	Urban Low
Current Use	Vacant	Songbird Park/Single-Family Dwellings/ Vacant	Single-Family Dwellings/ Vacant	Single-Family Dwellings/City of Noble	Single-Family Dwellings/ Vacant

ZONING DESIGNATIONS

A-2, Rural Agricultural District

This district is intended to provide a zoning classification for land situated relatively remote from the urban area which is used for agricultural and related purposes and will not be undergoing urbanization in the immediate future. The types of uses, the area and the intensity of use of land which is authorized in this district is designed to encourage and protect all agricultural uses until urbanization is warranted and the appropriate change in district classification is made. Areas included within this district are

considered to be sufficiently remote from developed urban areas that exploration for and production of oil and gas will not be hazardous or detrimental to persons and property within the developed portions of the City. Further, the purpose of the following regulations for properties within the Ten Mile Flat Conservation Area, is to:

- Address unique conditions in the area commonly known as Ten Mile Flat, much of which land lies within the historical floodplain of Ten Mile Creek and the South Canadian River;
- To protect exceptional and irreplaceable natural resources located in the Ten Mile Flat area; and
- To protect against flood damage in the 100-year floodplain and other floodprone areas within the Ten Mile Flat area.

PL, Park Land District

The PL, Park Land District is intended to provide a special zoning district to accomplish the reservation and later use of land for park and open space purposes.

PUD, Planned Unit Development

It is the intent of this section to encourage developments with a superior built environment brought about through unified development and to provide for the application of design ingenuity in such developments while protecting existing and future surrounding areas in achieving the goals of the comprehensive plan of record. The PUD, Planned Unit Development District herein established is intended to provide for greater flexibility in the design of buildings, yards, courts, circulation, and open space than would otherwise be possible through the strict application of other district regulations. In this way, applicants may be awarded certain premiums in return for assurances of overall planning and design quality, or which will be of exceptional community benefit, and which are not now required by other regulations. By permitting and encouraging the use of such procedures, the Planning Commission and City Council will be able to make more informed land use decisions and thereby guide development more effectively in the best interest of the health, safety, and welfare of the City. Specifically, the purposes of this section are to encourage:

- A maximum choice in the types of environment and living units available to the public.
- Provision of more usable and suitably located open space, recreation areas, or other common facilities than would otherwise be required under conventional land development regulations.
- Maximum enhancement and minimal disruption of existing natural features and amenities.
- Comprehensive and innovative planning and design of diversified developments which are consistent with the City's long-range plan and remain compatible with surrounding developments.
- More efficient and economic use of land resulting in smaller networks of utilities and streets, thereby lowering costs.
- Preparation of more complete and useful information which will enable the Planning Commission and City Council to make more informed decisions on land use. The PUD, Planned Unit Development regulations are designed to provide

for small- and large-scale developments incorporating a single type or a variety of residential, commercial, industrial and related uses which are planned and developed as a unit. Such development may consist of individual lots, or it may have common building sites. Private or public common land and open space must be an essential, major element of the development, which is related to, and affects, the long-term value of the homes and other development. A planned unit development shall be a separate entity with a distinct character that respects and harmonizes with surrounding development.

LAND USE DESIGNATION
Urban Low and Urban High
See attached Urban Low and Urban High Land Use documents.

CHARACTER AREA DESIGNATION
Suburban Neighborhood Areas
See attached Suburban Neighborhood Character Area document.

NEAREST PUBLIC PARK
Songbird Park is the nearest park to the subject property and is accessible via sidewalks within the development.

PROCEDURAL REQUIREMENTS:

PRE-DEVELOPMENT: PD26-12 May 28, 2026
This request required a Pre-Development meeting due to the size of the rezoning acreage and the companion preliminary plat application. The applicant attended the May 28 Pre-Development meeting. Please see the attached summary.

BOARD OF PARKS COMMISSIONERS: September 3, 2026
The applicant requested fee-in-lieu of land for this project, with the collected fees assigned to the Songbird Park development account. The Board of Parks Commissioners voted to approve the fee-in-lieu decision with a vote of 6-0.

REVIEW COMMENTS:

This application was submitted to the following agencies, departments, and/or divisions for review and comment. An asterisk (*****) indicates that the agency, department, and/or division responded with review comments “inconsistent” with AIM Norman Plan. Items blue in these sections represent City Staff analysis.

CITY DEPARTMENTS
1. Fire Department
2. Building Review
3. Public Works/Engineering
4. Transportation Engineer
5. Planning*
6. Utilities

FIRE DEPARTMENT

Any code items will be addressed during the building permit stage. For code details, view the City of Norman Ordinances and adopted 2018 ICC codes as amended by OUBCC including IFC Appendices B, C, and D.

BUILDING REVIEW

Building codes and all applicable trades will be addressed at the building permit stage.

PUBLIC WORKS/ENGINEERING

Please see the attached preliminary plat report from Engineering.

TRANSPORTATION ENGINEER

Please see the attached reports from the Transportation Engineer for the associated preliminary plat.

PLANNING*

ZONING CONSIDERATIONS

R-1, Single-Family Dwelling District

This residential district is intended for single-family detached development, including accessory dwelling units and other accessory structures. Other uses compatible with single-family residential development are also allowed. Developments in this zoning district should have access to City services and be located in the urbanized area.

The applicant will meet all R-1 requirements. Please see attached Section 36-514 R-1, Single-Family Dwelling District regulations. Single-family dwellings are required to provide two parking spaces per unit. There are no applicable zoning requirements for landscaping, lighting, or exterior materials for single-family dwellings.

AIM NORMAN LAND USE CONSIDERATIONS

Please see the attached descriptions from the AIM Norman Land Use Plan.

Overarching General and Non-Residential Policies

The proposal is generally **consistent** with the Overarching General and Residential Character Area policies, as the proposed development blends with the existing housing in the area. The proposed development is an extension of the existing Cedar Lane neighborhood to the north; however, the new streets follow more of a grid system design than the existing streets. While the proposed density is not varied within the development, it is a higher density than the existing PUD on the south end of the development where the minimum lot size is 0.75 acres.

Suburban Neighborhood Policies

The proposal is **consistent** with the Suburban Neighborhood policies, as it features a single-family housing typology that is supported by the corresponding Urban Low Land

Use designation. The proposed development will also connect to existing City water and sewer services, as called for in the Suburban Neighborhood policies.

Urban Low (UL) Land Use Policies

The proposal is **consistent** with the following UL Land Use policies:

- **Building Types**
- **Site Design**
- **Transportation**
- **Utility Access**
- **Public Space**

Approximately 25% of the preliminary plat area is designated as Urban Low. The applicant is proposing a single-family residential development at a density of 3.5 units per acre. Under the provisions of the R-1, Single-Family Dwelling District, attached or detached accessory dwelling units may be allowed, with the potential to further increase the overall density within the development up to 7 units per acre. The development will connect to existing City water and sewer services. Sidewalks and roadways will connect to the currently developed sections of Cedar Lane to the north, improving connection and circulation. These sidewalks will connect to the greater pedestrian infrastructure network via Cedar Lane Rd. to the north. The proposed development will have pedestrian access to Songbird Park.

Urban High (UH) Land Use Policies

The proposal is **consistent** with the following UH Land Use policies:

- **Utility Access**

A full range of utilities are available and serve the subject property.

The proposal is **inconsistent** with the following UH Land Use policies:

- **Building Types**
- **Site Design**
- **Transportation**
- **Public Space**

Approximately 75% of the preliminary plat area is designated as Urban High. The proposed development is inconsistent with several of the UH Land Use policies. The proposed density of 3.5 units per acre falls below the desired 12 units per acre, with a housing typology of single-family dwellings as opposed to multi-unit, midrise residential and mixed-use buildings called for in the UH Land Use policies. As stated above, attached or detached accessory dwelling units developed in the R-1, Single-Family Dwelling District, could potentially raise the overall density to 7 units per acre. Additionally, it should be noted that the proposal allows for higher single-family densities than is allowed under the PUD, Planned Unit Development, that governs the southern portion of the subject property. The existing PUD requires a minimum lot size of 0.75 acres with a gross density of 0.64 units per acre. When compared to the UH Land Use

Policies, the site design is not conducive to walking; while the development includes sidewalks and pedestrian connectivity, the scale of separation between uses inhibits the walkability of the area.

Neighborhood and/or Special Area Plans

This location **is not** within a Neighborhood or Special Planning Area.

UTILITIES

AIM NORMAN PLAN CONFORMANCE

Proposed development is in accordance with AIM Water and Wastewater Utility Master Plans.

SOLID WASTE MANAGEMENT

Proposed development meets requirements for City streets and provides access for solid waste services.

WATER/WASTEWATER AVAILABILITY

Water Availability

Adequate capacity within the water system exists to serve the proposed development.

Wastewater Availability

Adequate capacity within the wastewater system exists to serve the proposed development.

DISCUSSION:

The proposed development meets the Urban Low Land Use policies but generally does not meet the Urban High Land Use policies. However, this proposal is a continuation of an existing single-family development, and the proposal allows for greater densities and a design that is closer to the intent of the UH Land Use policies than the current PUD zoning district. Cedar Lane Addition was developed 20 years before the AIM Norman Plan was adopted. When the PUD was adopted in 2005, access to City services was not available, requiring individual sewer solutions, which necessitated a larger lot design. With access in place for City services, increasing the density is appropriate at this time. The proposed rezoning and accompanying preliminary plat is intended to continue the existing Cedar Lane subdivision. The proposal will increase automobile and pedestrian connectivity and augment Norman's housing stock in a fast-growing area of the city.

CONCLUSION:

Staff forwards this request for zoning to R-1, Single-Family Dwelling District, and Ordinance O-2526-65 to the Planning Commission for consideration and recommendation to City Council.

ATTACHMENT(S):

Section 36-514, R-1, Single-Family Dwelling District
Cedar Lane AIM Supporting Documents

36-514 R-1, Single-Family Dwelling District

(a) *Uses permitted*. Property and buildings in an R-1, Single-Family Dwelling District shall be used only for the following purposes:

(1) Detached one-family dwelling.

(2) Family day care home.

(3) General purpose farm or garden.

(4) Home occupation.

(5) Municipal recreation or water supply.

(6) Accessory buildings.

(7) One accessory dwelling unit with a total area of no more than six hundred fifty square feet (650 SF) ("ADU"), except that this use shall not be adopted by reference into the uses allowed in R-2 ("Two-Family Dwelling District"), RM-2 ("Low-Density Apartment District"), and R-3 ("Multifamily Dwelling District").

(8) Commercial parking only on days when the University of Oklahoma football team plays at home, subject to the following restrictions and conditions:

a. On all sides of the parking area abutting other property a barrier shall be erected so as to prevent vehicles from damaging fences, trees, shrubs or other improvements on the adjoining property, such barrier to be at least two feet within the property line of the property used for parking. All vehicles shall be parked within the property line of such property.

b. An attendant over 18 years of age shall be on duty at all times when vehicles are parked on the property.

c. All papers, containers and other trash shall be removed from the premises immediately after the vehicles have been removed.

d. No vehicle shall ever be parked between the property line and any adjoining street.

e. Unless a driveway is provided, a wooden or metal incline shall be placed in the gutter next to the curb on any street where there is a concrete curb, and the same shall be removed immediately after the last parked vehicle has departed. Such incline shall not exceed 25 feet in length or 12 inches in width.

f. Any violation of the foregoing restrictions, whether by the owner of the property, driver of a vehicle, or other person, shall constitute an offense, and in addition to the other penalties provided by law, the owner or operator of such property so used for parking, upon conviction of such offense, shall not use said property for such purpose for the remainder of the year during which such violation occurs.

(9) Model home, subject to an annual permit, as defined in NCC 36-101, for no more than four years.

(10) Short-term rentals.

(b) *Special use*. The following uses may be permitted, after review, in accordance with provisions contained in NCC 36-560:

(1) Municipal use, public building and public utility.

(2) Public or private golf courses including any country clubs, club houses, or any acc commercial enterprises.

(3) Church, temple or other place of worship.

(4) School offering general educational courses the same as ordinarily given in public schools and having no rooms regularly used for housing and sleeping.

(5) Type I bed and breakfast establishment.

(6) Model home accessory parking lot, with the following conditions:

a. The parking lot must be adjacent to a permitted model home. The parking lot must be completely removed when the model home reverts to residential use.

b. The lot must be designed and built to City standards, including surface material and drainage approved by the City Engineer, and striped or curbed (or bumper blocks installed) to safely allow its use.

c. The rear and side abutting other residences should be screened with a six-foot opaque fence, which may not extend beyond the front of the model home.

d. Sidewalks must be installed across both the model home and the parking lot.

e. A ten-foot landscape strip must be installed between the public sidewalk and parking area, and a five-foot strip along the side and rear of the lot. The lot should be landscaped with trees and shrubs.

f. No lighting is allowed other than low-voltage landscape fixtures.

(c) *Area regulations*.

(1) *Front yard*. All buildings shall be set back from street right-of-way lines to comply with the following front yard requirements:

a. The minimum depth of the front yard shall be 25 feet.

b. When a lot has double frontage, the front yard requirements shall be provided on both streets, unless a limits of no access has been established across the rear of the lot.

(2) *Side yard*.

a. Except as hereinafter provided in NCC 36-515 and 36-544, there shall be a side yard on each side of a principal building which shall have a width of not less than five feet; unattached, one-story buildings of accessory use, including ADUs, shall be set back five feet from any side lot line; provided, however, that accessory buildings shall not be required to set back more than three feet from the interior side lot line when all parts of said building are located not more than 50 feet from the rear property line or rear utility easement line.

b. On any corner lot a main building shall set back from the right-of-way line of the intersecting street a distance of 15 feet in case such lot is back-to-back with another corner lot, and 20 feet in every other case. Accessory buildings, including ADUs, shall be set back from the right-of-way line of the intersecting street ten feet in case such lot is back-to-back with another corner lot, and 20 feet in every other case.

c. In no case shall a garage which faces a street be located closer than 20 feet to that street property line.

(3) *Rear yard*. There shall be a rear yard having a depth of not less than 20 feet or 20 percent of the depth of the lot, whichever amount is smaller; unattached one-story buildings of accessory use, including ADUs, shall set back one foot from the utility easement or alley line.

(4) *Lot width*. There shall be a minimum lot width of 50 feet at the building line, and such lot shall abut on a street for a distance of not less than 35 feet.

(5) *Intensity of use*. There shall be a lot area of not less than 6,000 square feet, except that where a lot has less area than herein required, either in existence on the effective date of the ordinance from which this section derived, July 13, 1954, or by subdivision complying with NCC 30-605 and all the boundary lines of that lot touch lands under other ownership that lot may be used for any of the uses permitted by this section.

(6) *Impervious area*. The total amount of impervious area, including all buildings and permanently paved areas shall not cover more than 65 percent of a lot. Paving for parking as required in NCC 36-548, including other impervious surfaces, shall not cover more than 50 percent of the required 25-foot front yard, and comply with NCC 36-550(a)(3). Total impervious area of the front yard can be increased to 70 percent when one or more of the following circumstances occur:

a. The driveway is needed to access a garage for three or more cars;

b. The driveway is part of a circular driveway that includes a landscaped separation from the sidewalk; or

c. The driveway is located on a cul-de-sac lot with lot frontage of less than 40 feet.

(7) *Limit on buildings*. Not more than one principal dwelling and one ADU shall be constructed on any one lot.

(d) *Height regulations*.

(1) Except, as provided in NCC 36-546, no building shall exceed two stories in height. A three-story building may be constructed if the side yards are increased an additional five feet.

(2) Any accessory building, including an ADU, shall not exceed a wall height of ten feet unless the required side and rear yard setbacks are increased by one foot for each additional foot of wall height above ten feet; provided, however, that no accessory building shall exceed the height of the principal building to which it is accessory.

(Ord. No. O-7778-22, 11-1-1977; Ord. No. O-7778-60, 5-2-1978; Ord. No. O-7778-68, 10-3-1978; Ord. No. O-7980-27, 2-5-1980; Ord. No. O-8485-91, 7-9-1985; Ord. No. O-8990-42, 7-24-1990; Ord. No. O-9091-40, 7-23-1991; Ord. No. O-9293-38, 8-24-1993; Ord. No. O-9596-19, 12-12-1995; Ord. No. O-9697-7, 8-27-1996; Ord. No. O-9900-21, 1-11-2000; Ord. No. O-0102-27, 3-26-2002; Ord. No. O-0708-36, 4-22-2008)

HISTORY
Amended by Ord. O-1920-56 on 7/28/2020
Amended by Ord. 8-27-2020 § 421.1 on 8/27/2020
Adopted by Ord. O-2223-23 on 2/28/2023
Amended by Ord. O-2324-40 on 3/26/2024
Amended by Ord. O-2324-39 on 3/26/2024
Amended by Ord. O-2324-54 on 7/23/2024

OVERARCHING POLICIES

These policies are designed for all Character Areas throughout Norman, as applicable.

GENERAL

- Based upon the recommendations of the most recent Stormwater Management Plan (SWMP), improve stormwater management for all development projects.
  - *Improve stormwater and floodplain management with all infill development.*
- Based on the most recent Transportation Plan and Complete Streets Policy, City projects and new development should establish a network of complete streets (see glossary).
- Appropriately regulate development within the floodplains and Stream Planning Corridors via the Floodplain and Water Quality Protection Zones (WQPZ) ordinances.
- Create and uphold quality build and site design standards to bolster community identity and pride.
- Where feasible, new streets and internal streets should follow a grid pattern of small blocks for a more condensed form of development.
- Improve pedestrian and bicycle connectivity, especially between public transit stops and destinations with new projects, redevelopments, or reconfiguration of existing development.
- Amenities such as, but not limited to, seating, public art, natural green space, fountains and other outdoor landscape elements should be included within each development. These amenities should be conscious and considerate of impacts on the natural environment.
- Develop buildings that meet or exceed Universal Design principles.
- Promote building principles such as energy efficiency and renewable energy sources, indoor environmental quality, water conservation, and minimizing impacts on wildlife through space and material optimization and building with resilient design.
- Coordinate all capital improvement projects between all necessary City departments (e.g. transportation, water, wastewater, stormwater, parks).
- Strengthen programming for disseminating information on the City's Fertilizer Ordinance and other pollution prevention initiatives.

RESIDENTIAL

- New residential development should blend with existing housing, incorporating tools such as buffering requirements and right-sized public spaces as defined in land use categories.
- Accommodate a variety of housing styles, sizes, densities, and price points to suit diverse housing needs.
- New residential development should use a variety of techniques to avoid the appearance of identical homes, increasing vibrancy and diversity in the built environment.

NON-RESIDENTIAL

- New non-residential development should use high quality building materials such as glass, brick, stone, wood or cementitious siding.
- Require that loading areas be located to the rear and sides of buildings and screened from view.
- Ensure that all sides of a parking garage that are visible from public view are architecturally consistent with the buildings it serves.
- Buildings in a corporate campus setting should have an internal pedestrian network between buildings.

SUBURBAN NEIGHBORHOOD AREAS

CHARACTERISTICS & INTENT

Suburban Neighborhood Areas are where suburban residential subdivision development has or is likely to occur (due to availability of water and sewer service). This area is characterized by low pedestrian orientation, existing but limited public transit access, high to moderate degree of building and use separation, predominantly residential with scattered civic buildings and varied street patterns, often curvilinear.

In the future, the neighborhoods with good trail access and connections to surrounding services will likely continue to be highly attractive neighborhoods. Future development should elevate connectivity and traditional neighborhood design (TND).

GOALS

- Encourage areas with new development to have greater housing variety and a higher overall density.
- Provide for medium- to high-intensity residential development near the Core and major streets, transitioning to lower density, single-unit uses further from arterial streets.
- Foster retrofitting of these areas to promote moderate to high density where appropriate, and expand options for multi-modal transportation.
- Promote balanced commercial and business/industry uses with appropriate mixed-use development ar locally serving commercial establishments.

OPPORTUNITIES

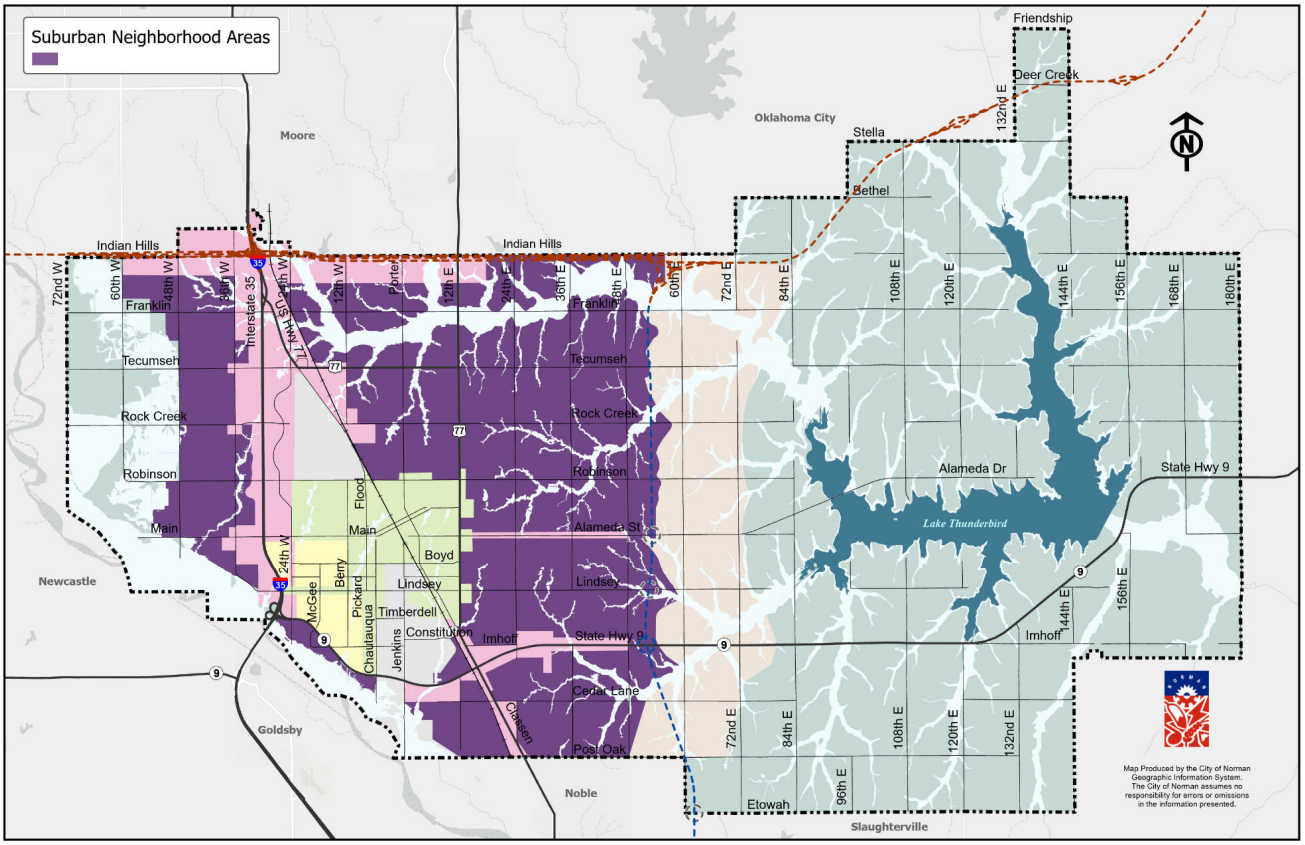
- Naturally occurring affordable housing options near Core, Classic, and Corridor Character Areas.
- Trail network connection possibilities.
- Greenfield development opportunities for efficient, compact subdivision design.

CHALLENGES

- Lack of a seamless multi-modal transportation network including safe, convenient, active and public transportation options results in an over-reliance on personal vehicles.

POLICIES

- Infrastructure extensions should occur incrementally, and new developments must connect to City water and sewer, which may require extension of lines.
- Protect drainageways in accordance with WQPZ ordinance within new development and expand their use for public trail access.
  - *Treat water quality volume from runoff for volume recommended in stormwater master plan and in accordance with EDC Section 7000.*
  - *The open spaces created around drainageways should be connected when feasible to create wildlife corridors.*
- Reduce the impact of higher intensity uses to



adjacent lower intensity uses with screening and landscaping. Native landscaping is encouraged.
  - *Prioritize preservation of existing mature street trees.*
- Promote a mix of housing types, including accessory dwelling units, and new, well-designed similarly scaled multi-unit residences to increase neighborhood density and income diversity.
  - *Priority for higher density, mixed-income, and affordable housing opportunities should be assigned to locations with multi-modal transportation access and capacity.*
  - *Based on associated Land Use, housing typologies of all intensity levels are appropriate within the Suburban Character area.*
- Encourage:
  - *More mixing of uses, including neighborhood services, job centers, and residential uses of similar intensities.*
  - *Retrofitting existing commercial and retail strip development in areas that are likely to undergo renovation or potential demolition in the life of this plan.*
  - *Civic, cultural uses, entertainment establishments that will promote community interaction and public open space.*
- As streets move further from the center of the Core Neighborhood Character Area and parcel sizes and development patterns work against pedestrian circulation, focus should shift to vehicular safety, corridor appearance and traffic speeds while still providing basic access and safety for pedestrians and bicyclists. Transportation accommodations should:
  - *Ensure interconnectivity between developments for local and collector streets.*
  - *Provide access to trails with all new development, when feasible to integrate trail plans outlined in the Transportation and Park Master Plans into developments.*
  - *Connect streets between land uses and include complete street approaches for undeveloped sites.*
  - *Use the most recent Transportation Master Plan to fill pedestrian system gaps along streets, to trails, and within developments.*
  - *Encourage network of multi-modal transportation options to neighborhood centers and local mixed-use developments.*
  - *Use building and site design as transitions between commercial centers and adjacent residential areas, as opposed to distance.*
  - *Promote pedestrian access between buildings.*
  - *New, transformative housing developments must have multiple access points onto the road network to ensure adequate external connections to the larger neighborhood community.*
  - *Create incentives for establishing natural, undeveloped spaces for ecological conservation and interconnectedness of these areas across multiple developments (i.e. wildlife habitat corridors).*
  - *Protect and/or preserve wetlands when developing east towards the 2045 Reserve.*

ACTION ITEMS

- Continue to work with developers on dedication of park land for neighborhood parks.
- Based on the most recent Transportation Plan, expand access to public transit.
- Update regulations to:

LAND USE

Land Use Category Descriptions

The following attributes for each land use category help guide rezoning, site plan approvals, and other site development decisions.

BUILDING TYPES

The scale and transparency of buildings dictate the feel and intensity of the areas. Larger commercial spaces or buildings with more residential units generate more trips, impacting factors like parking demand. Scale also influences the feel of an area, such as the difference between a block of one- and two-story structures versus structures with fiver or more stories. Transparency, or the ability to see into or out of a structure (often with windows), can make an area feel more comfortable, safe, and interesting for pedestrians. The recommendations in this section guide how to regulate and administer building types and uses in the adopted Development Codes.

SITE DESIGN

The area and shape of lots, streets, sidewalks, parking, landscaping, design of open spaces, and access all influence the feel of a development and should be handled differently based on the intensity of the use. Site design can often mitigate the effects of higher intensity uses on less intense neighboring uses. The recommendations in this section guide how to regulate and administer site design standards through the adopted Development Codes.

TRANSPORTATION NETWORK, CIRCULATION & ACCESS

Transportation accommodations vary depending on the intensity of the use. For example, commercial uses that generate more traffic will require access to arterial and collector streets. Site design will guide circulation and access within a site, but projects also need to consider how circulation and access are addressed between sites and future developments. The recommendations in this section guide how to regulate and administer access and circulation standards through the adopted Development Codes.

UTILITY ACCESS

Access to public services - water, wastewater, and regional stormwater management - may be required depending on the location and/or intensity of a development. Utility access recommendations in this section are strict to ensure services can support the development.

PUBLIC SPACE TYPES

Public spaces are open and accessible to anyone in the community. These spaces can include plazas, parks, courtyards, natural areas, and more. They create a sense of community and a way for residents to interact with their neighbors. The recommendations in this section guide where public spaces are needed and guide standards through the adopted Development Codes.

DRAFT

LOCATIONAL CRITERIA

Location Criteria considers the influence of a use on adjacent properties and land uses. The recommendations in this section guide how to administer compatibility of adjacent land uses and their influence on one another through the adopted Development Codes.

ZONING DISTRICTS

This section identifies the most appropriate zoning districts (based upon the current code) for each land use designation. For properties within an Overlay Zoning District, the base Zoning District will apply.

ZONING DISTRICTS IN GREEN ARE TYPICALLY APPROPRIATE IN THE DESIGNATED LAND USE

ZONING DISTRICTS IN YELLOW MAY BE APPROPRIATE IN THE DESIGNATED LAND USE, BUT REQUIRE INTENSE REVIEW

ZONING DISTRICTS IN RED ARE TYPICALLY NOT APPROPRIATE IN THE DESIGNATED LAND USE

Norman's Current Zoning Districts are:

- PUD: Planned Unit Development
- SPUD: Simple Planned Unit Development
- A-1: General Agricultural
- A-2: Rural Agricultural
- RE: Residential Estate Dwelling
- R-1: Single-Family Dwelling
- R-1-A: Single-Family Attached Dwelling
- R-2: Two-Family Dwelling
- RM-2: Low Density Apartment
- RM-4: Mobile Home Park
- RM-6: Medium Density Apartment
- R-3: Multi-Family Dwelling
- RO: Residence-Office
- O-1: Office-Institutional
- CO: Suburban Office Commercial
- C-1: Local Commercial
- C-2: General Commercial
- TC: Tourist Commercial
- CR: Rural Commercial
- C-3: Intensive Commercial
- I-1: Light Industrial
- I-2 Heavy Industrial
- M-1: Restricted Industrial
- MUD: Mixed-Use Development
- FH: Flood Hazard
- PL: Park Land
- CCFBC: Center City Form-Based Code

More information on Zoning and Overlay Districts may be found in Section 36-505 of the City of Norman Municipal Code.

LAND USE CATEGORY

Urban Low (UL)

DESCRIPTION & CONTEXT

An efficient, walkable pattern of lower-density urban development. Moderate to high building spacing and separation of uses, with further distances between destinations and fewer shared amenities.

- Low-intensity areas will be predominately residential over non-residential uses at compatible densities and scales.
- Gross densities in any single development should be greater than 3 units per acre.

BUILDING TYPES

Existing: All types of residential structures, primarily 1 or 2 story; single-story commercial, often with large parking lots, civic/institutional uses such as fire stations and schools are in close proximity.

New Development:

- Varied types of residential structures.
  - *Emphasis on single-unit detached and attached residential developments, including small-, standard, and large-lot single-unit detached, duplexes, and townhomes.*
- Attached housing may transition to higher intensities along collector and arterial streets, or adjacent to higher intensity uses.
  - *Attached housing may be allowed throughout a development to create variety.*
  - *Higher intensity multi-unit residential housing would be allowed when parcels are located along and with direct access to an arterial street.*
- 2 or 3 story commercial and higher density residential on arterials with limited parking areas.

SITE DESIGN

- It is critical that these locations take every opportunity to improve connectivity and help mitigate missing connections to nearby developed areas in order to strengthen neighborhood connectivity.
- The variety and diversity of housing stock should be improved as should the functionality of these areas, such as extensive street and sidewalk connections, a wider variety of lot sizes, and integration of and access to open spaces and other nearby activities should be incorporated into the design of new areas.

TRANSPORTATION NETWORK, CIRCULATION & ACCESS

Existing: The type and arrangement of streets means that almost all trips require a private vehicle to use at least one arterial road. Some of these areas have connections, or potential connections, to the regional trail network. Few of these areas have easy access to transit at this time.

Projected: A highly connected multi-modal network is required to support the current and future needs of these important areas. Improving access for pedestrians and bicyclists will be a priority, including modernizing multi-modal infrastructure.

UTILITY ACCESS

A full range of utilities should be available. If services are not already in place, they must be extended by the developer during the platting process to be suitable for development. If development occurs adjacent to existing facilities that are determined to be insufficient to meet the demands of the proposed development, the developer must upgrade the existing facilities to enhance the capacity of the utility systems.

PUBLIC SPACE TYPES

This UL Land Use supports a variety of public spaces including parks of various sizes, regional trails, natural areas including wildlife corridor, and walking paths.

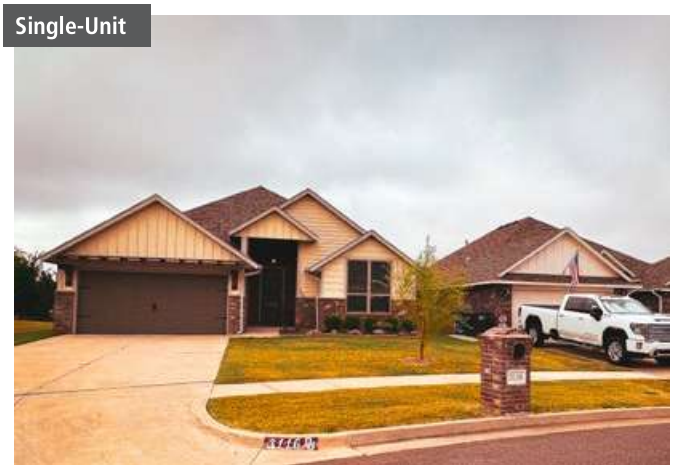
LOCATIONAL CRITERIA

- Low intensity residential uses shall be adequately buffered or spaced from intensities posing adverse effects including noise, odors, air and light pollution, and heavy traffic.
- Lower intensity residential uses are not appropriate along arterial streets and should be located behind higher intensity residential, commercial, or mixed-use developments along arterial streets.
- Non-residential development is appropriate along arterial and collector streets, primarily at intersections.
- Urban Low is most compatible adjacent to: UM, RR, AR, UR, LCC, TOD, and OP.
- Urban Low is least compatible adjacent to: ULC, CBD, and C and requires additional buffering from uses that generate more noise, odors, air and light pollution, and heavy traffic.

ZONING DISTRICTS

R-1	R-1-A	R-2	RO	O-1	CO	C-1				
MUD	PUD	SPUD	RM-4	C-2						
A-1	A-2	RE	RM-6	R-3	TC	CR	C-3	I-1	I-2	M-1

Single-Unit



Small Lot Single-Unit



LAND USE CATEGORY

Urban High (UH)

DESCRIPTION & CONTEXT

Highly compact, walkable pattern of urban development prioritizing alternative means of transportation. Low to no building spacing and separation of uses. This area is intended to create opportunities for economic activities attracting a city-wide audience, and place residents closer to services and jobs.

- High-intensity areas strive for more residential than non-residential uses with frequent master-planned mixed-use development nodes. Non-residential uses may be more common in UH than in UM or UL due to higher concentrations of population.
- Gross densities in any single development should be greater than 12 units per acre.

BUILDING TYPES

- Medium and Small-scale 3- to 5-story buildings are common. Within existing developed areas, buildings may go up to 2-stories higher than surrounding properties.
- Multi-unit structures are the priority, but a variety of housing types from townhomes to apartments are expected.
- Mixed-use buildings including retail, work-spaces, and residences are most common.
- Public and private spaces (i.e. balconies, recreational roof decks, outdoor dining, etc.) are clearly defined and cultivate a sense of place.
- New developments that are single-use developments or predominantly single-unit or garden apartments are not appropriate.

SITE DESIGN

- The scale and layout of the built environment are conducive to walking. Trails and pathways are integrated throughout developments to connect to parks, neighborhoods, and community destinations.
- Multi-unit developments without connections to neighboring properties and uses weakens the development pattern and should be limited or avoided altogether.
- Street trees should form a continuous urban canopy over public areas and rights-of-way.
- Stormwater to be addressed at the project level, but designed as part of a larger neighborhood or sub-basin system.
- Site layout should take every opportunity to maximize the public infrastructure available in this area.

TRANSPORTATION NETWORK, CIRCULATION & ACCESS

This area features a relatively dense grid of streets and sidewalks. A full street hierarchy provides a variety of connections and route choices to people moving to, through, and within the area. Parking is a secondary use and should be as small as possible due to character and value of land in the area. Most of these areas have, or will have, easy access to public transportation (less than one half-mile walk of a stop). Improving access for pedestrians and bicyclists will continue to be a priority, including modernizing multi-modal infrastructure.

UTILITY ACCESS

A full range of utilities should be available. If services are not already in place, they must be extended by the developer during the platting process to be suitable for development. If development occurs adjacent to existing facilities that are determined to be insufficient to meet the demands of the proposed development, the developer must upgrade the existing facilities to enhance the capacity of the utility systems.

PUBLIC SPACE TYPES

Consisting of appropriately scaled public spaces including small parks, plazas, parklets, regional trail connections, and walking paths. Pedestrian amenities should commonly integrated into public and private projects.

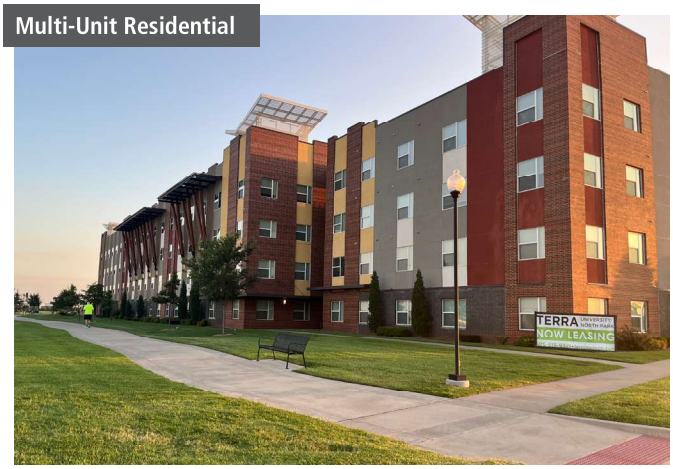
LOCATIONAL CRITERIA

- Large building footprints (>12,500 SF) compromise the development pattern and are not appropriate, except along arterials and at arterial intersections.
- Medium intensity residential uses should be discouraged along arterial streets and should be located behind higher intensity residential, commercial, or mixed-use developments along arterial streets.
- Medium intensity residential uses shall be adequately buffered or spaced from intensities posing adverse effects including noise, odors, air and light pollution, and heavy traffic.
- High Urban is most compatible adjacent to: UM, ULC, MX, IMX, CBD, LCC, C, JC, TOD, and OP.
- High Urban is least compatible adjacent to: AR and UR and requires additional buffering from uses that generate more noise, odors, air and light pollution, and heavy traffic.

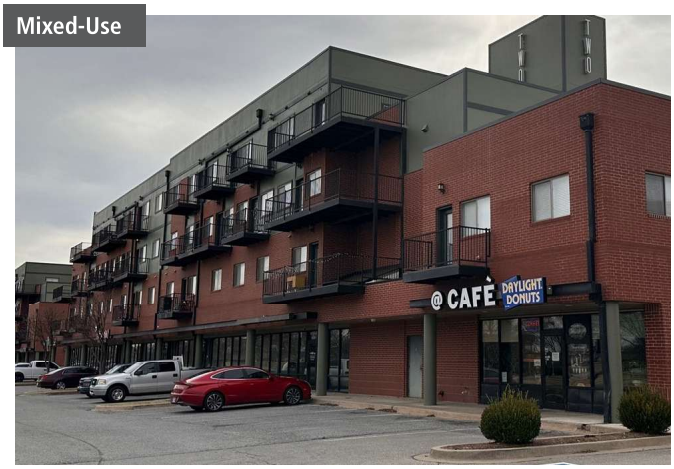
ZONING DISTRICTS

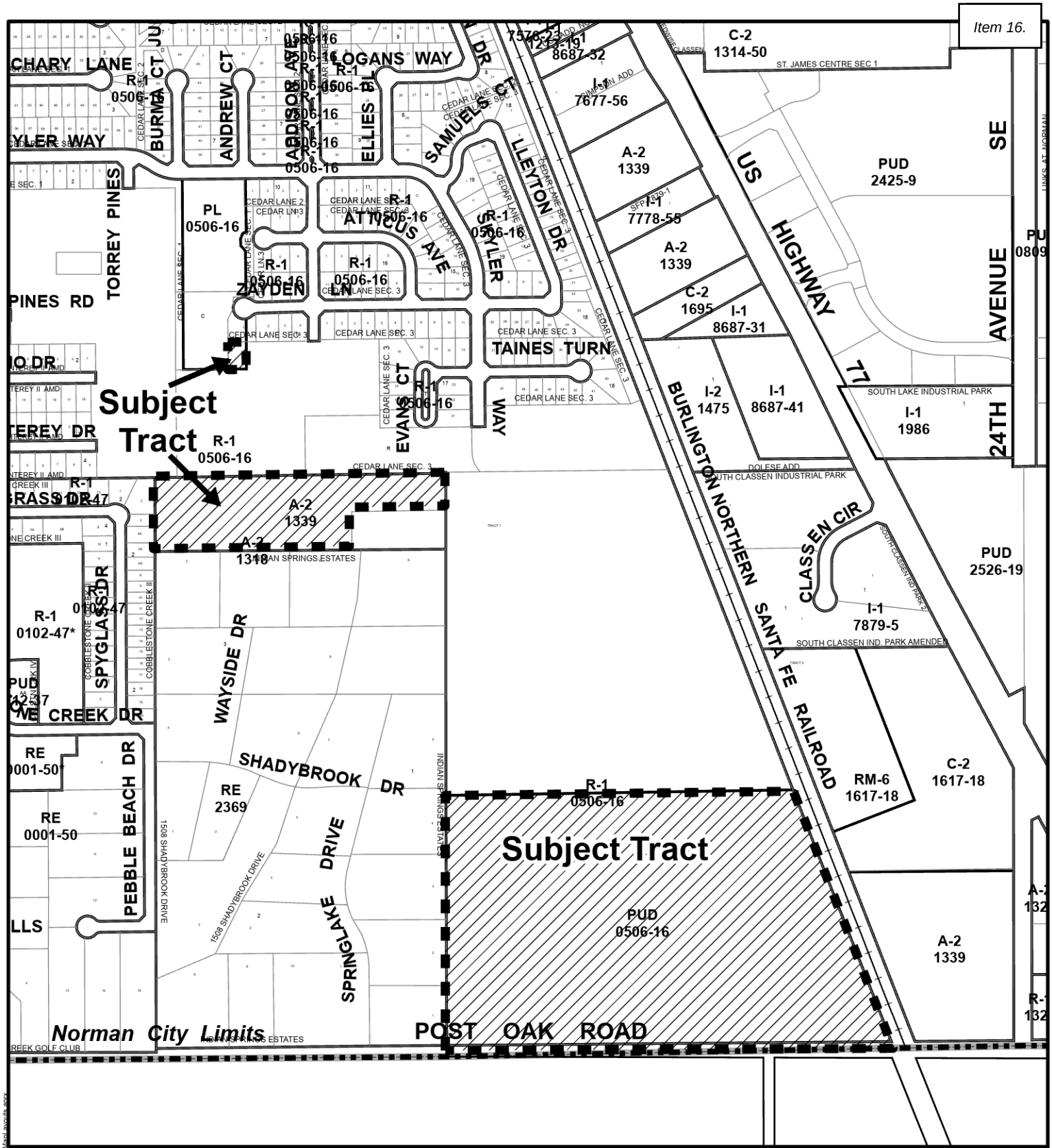
RM-2	RM-6	R-3	RO	O-1	CO	C-1	C-2	C-3	MUD		
PUD	SPUD										
A-1	A-2	RE	R-1	R-1-A	R-2	RM-4	TC	CR	I-1	I-2	M-1

Multi-Unit Residential



Mixed-Use




Subject Tract
R-1 0506-16
A-2 1339
A-2 1318
Subject Tract
R-1 0506-16
PUD 0506-16
Norman City Limits
POST OAK ROAD
SHADYBROOK DR
WAYSIDE DR
SPRINGLAKE DRIVE
1508 SHADYBROOK DRIVE
PEBBLE BEACH DR
SPYGLASS DR
COBBLESTONE CREEK III
TORREY PINES
PINES RD
TAINES TURN
EVANS CT
WAY
ZAYDEN
CEDAR LANE SEC. 3
CEDAR LANE 2
CEDAR LANE SEC. 1
CEDAR LANE SEC. 2
INDIAN SPRINGS ESTATES
SOUTH LAKE INDUSTRIAL PARK
SOUTH CLASSEN INDUSTRIAL PARK
SOUTH CLASSEN IND. PARK AMENDED
DOLESE ADD
ST. JAMES CENTRE SEC 1
US HIGHWAY 77
BURLINGTON NORTHERN SANTA FE RAILROAD
CLASSEN CIR
SE 24TH AVENUE
LOGANS WAY
CHARY LANE
TYLER WAY
BURMA CT
ANDREW CT
ADDISON AVE
ELLIES PL
SAMUELS CT
LLEYTON DR
SKYLER
ATTICUS AVE
PL 0506-16
R-1 0506-16
C-2 1314-50
I-1 7677-56
A-2 1339
I-1 7778-56
A-2 1339
C-2 1695
I-1 8687-31
I-2 1475
I-1 8687-41
I-1 1986
PUD 2425-9
PUD 2526-19
I-1 7879-5
RM-6 1617-18
C-2 1617-18
A-2 1339
RE 2369
RE 0001-50
R-1 0102-47*
PUD 1427
R-1 0102-47
R-1 0102-47
R-1 0102-47

Applicant: Cedar Lane, LLC

Project Location: Generally located at 12th Ave SE & Post Oak Rd

Case Number: PD 26-12

Time: 5:30 P.M.

Applicant Representative:
Steve Rollins, ARC Engineering
BJ Hawkins

Attendees:
Ron Musgrave
Erica Bird

City Staff:
Lora Hoggatt, Planning Services Manager
Landon Gum, Subdivision Development Coordinator

Application Summary:
Cedar Lane, LLC, is requesting a preliminary plat and rezoning from PL, Park Land District, A-2, Rural Agricultural District, and PUD, Planned Unit Development, to R-1, Single-Family Dwelling District.

Neighbors' Comments/Concerns/Responses:
There was one neighbor in attendance. There were questions about the phasing plan for the project. The applicant representative stated they believe the project will continue developing on the north end, near the existing neighborhood, and move south over a period of a few years. The neighbor asked whether Post Oak Rd. will be improved on the north and south sides of the right-of-way. The applicant representative stated they will be required to improve the north side of Post Oak Rd.

File Attachments for Item:

4. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2627-3: A PRELIMINARY PLAT FOR CEDAR LANE ADDITION

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 09/10/2026

REQUESTER: Cedar Lane, LLC

PRESENTER: Ken Danner, Subdivision Development Manager

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2627-3: A PRELIMINARY PLAT FOR CEDAR LANE ADDITION

LOCATION: Located at the southeast corner of the intersection of 12th Avenue S.E. and Cedar Lane Road.

INFORMATION:

1. Owners. Cedar Lane L.L.C.
2. Developer. Cedar Lane L.L.C.
3. Engineer. ARC Engineering Consultants, L.L.C.

HISTORY:

1. October 21, 1961. City Council adopted Ordinance No. 1315 annexing a portion of this property into the Norman corporate city limits without zoning.
2. October 21, 1961. City Council adopted Ordinance No. 1318 annexing the remainder of this property into the Norman corporate city limits without zoning.
3. January 23, 1962. City Council adopted Ordinance No. 1339 placing this property into the A-2, Rural Agricultural District.
4. November 3, 2005. The Norman Board of Parks Commissioners reviewed the preliminary plat for Cedar Lane Addition and, on a vote of 6-0, recommended park land.
5. February 9, 2006. Planning Commission, on a vote of 8-0, recommended to City Council the amending of the Norman 2025 Land Use and Transportation Plan from Future Urban Service Area Designation to Current Urban Service Area Designation

HISTORY (CON'T):

and from Very Low Density Residential to Low Density Residential and Commercial Designations.

6. February 9, 2006. Planning Commission, on a vote of 8-0, recommended to City Council that this property be placed in R-1, Single-Family Dwelling District, C-1, Local Commercial District, PL, Park Land and PUD, Planned Unit Development and removed from A-2 Rural Agricultural District.

7. February 9, 2006. Planning Commission, on a vote of 8-0, recommended to City Council that the preliminary plat for Cedar Lane Addition be approved.

8. April 25, 2006. City Council amended the Norman 2025 Land Use and Transportation Plan from Future Urban Service Area to Current Urban Service Area Designation and from Very Low Density Residential to Low Density Residential and Commercial Designations.

9. April 25, 2006. City Council adopted Ordinance No. O-0506-16 placing this property in R-1, Single-Family Dwelling District, C-1, Local Commercial District, PL Park, Land and PUD, Planned Unit Development and removed from A-2, Rural Agricultural District.

10. April 25, 2006. City Council approved the preliminary plat for Cedar Lane Addition.

11. December 14, 2006. Planning Commission, on a vote of 6-0, recommended to City Council that the revised preliminary plat for Cedar Lane Addition be approved.

12. February 13, 2007. City Council approved the revised preliminary plat for Cedar Lane Addition.

13. October 8, 2015. Planning Commission, on a vote of 6-0, recommended to City Council that the preliminary plat for Cedar Lane Addition be approved.

14. December 22, 2015. City Council approved the preliminary plat for Cedar Lane Addition.

15. August 6, 2026. The Norman Board of Parks Commissioners is scheduled to consider the preliminary plat for Cedar Lane Addition. Results of that review will be presented separately.

16. August 13, 2026. The applicant has made a request to place a portion of this property in R-1, Single-Family Dwelling District and remove it from PUD, Planned Unit Development. In addition, the applicant has requested to place a portion of this property in the R-1, Single -Family from A-2, Rural Agricultural District to R-1, Single-Family Dwelling District.

HISTORY (CON'T):

17. August 13, 2026. The applicant requested Planning Commission postpone placing a portion of this property in R-1, Single-Family Dwelling District and removing it from PUD, Planned Unit Development and placing a portion of this property from A-2, Rural Agricultural District to R-1, Single-Family Dwelling District. In addition, the preliminary plat for Cedar Lane Addition was postponed to the next Planning Commission meeting.

18. September 3, 2026. The Norman Board of Parks Commissioners is scheduled to consider park land requirements for the areas that are going to be rezoned as R-1, Single-Family Dwelling District. Results of that decision will be presented separately.

19. September 10, 2026. The applicant has made a request to place a portion of this property in R-1, Single-Family Dwelling District and remove it from PUD, Planned Unit Development. In addition, the applicant has requested to place a portion of this property in the R-1, Single -Family from A-2, Rural Agricultural District to R-1, Single-Family Dwelling District.

IMPROVEMENT PROGRAM:

1. Fire Hydrants. Fire hydrants will be installed in accordance with approved plans. Their locations will be reviewed by the Fire Department.

2. Permanent Markers. Permanent markers will be installed prior to filing of final plats.

3. Sanitary Sewers. Sanitary sewer mains will be installed in accordance with approved plans and City and State Department of Environmental Quality standards. This area will be served by an existing lift station. Utilities Department supports the sanitary sewer solution subject to the developer and City Council approving a Lift Station Agreement and Fee to be included on future utility bills for this development.

4. Sidewalks. Sidewalks will be installed on each lot prior to occupancy. Sidewalks will be installed adjacent to all common areas prior to the filing of the final plat being filed of record. Sidewalks will be installed adjacent to Post Oak Road.

5. Storm Sewers. Drainage structures will be installed in accordance with approved plans and City drainage standards. Storm water runoff will be conveyed to privately maintained detention facilities.

6. Streets. Streets will be constructed in accordance with approved plans and City paving standards. Post Oak Road is classified as a collector street and will be constructed as an urban collector.

7 Water Main. Water mains will be installed in accordance with approved plans and City and Department of Environmental Quality standards.

PUBLIC DEDICATIONS:

1. Easements. All required easements will be dedicated to the City on the final plat.

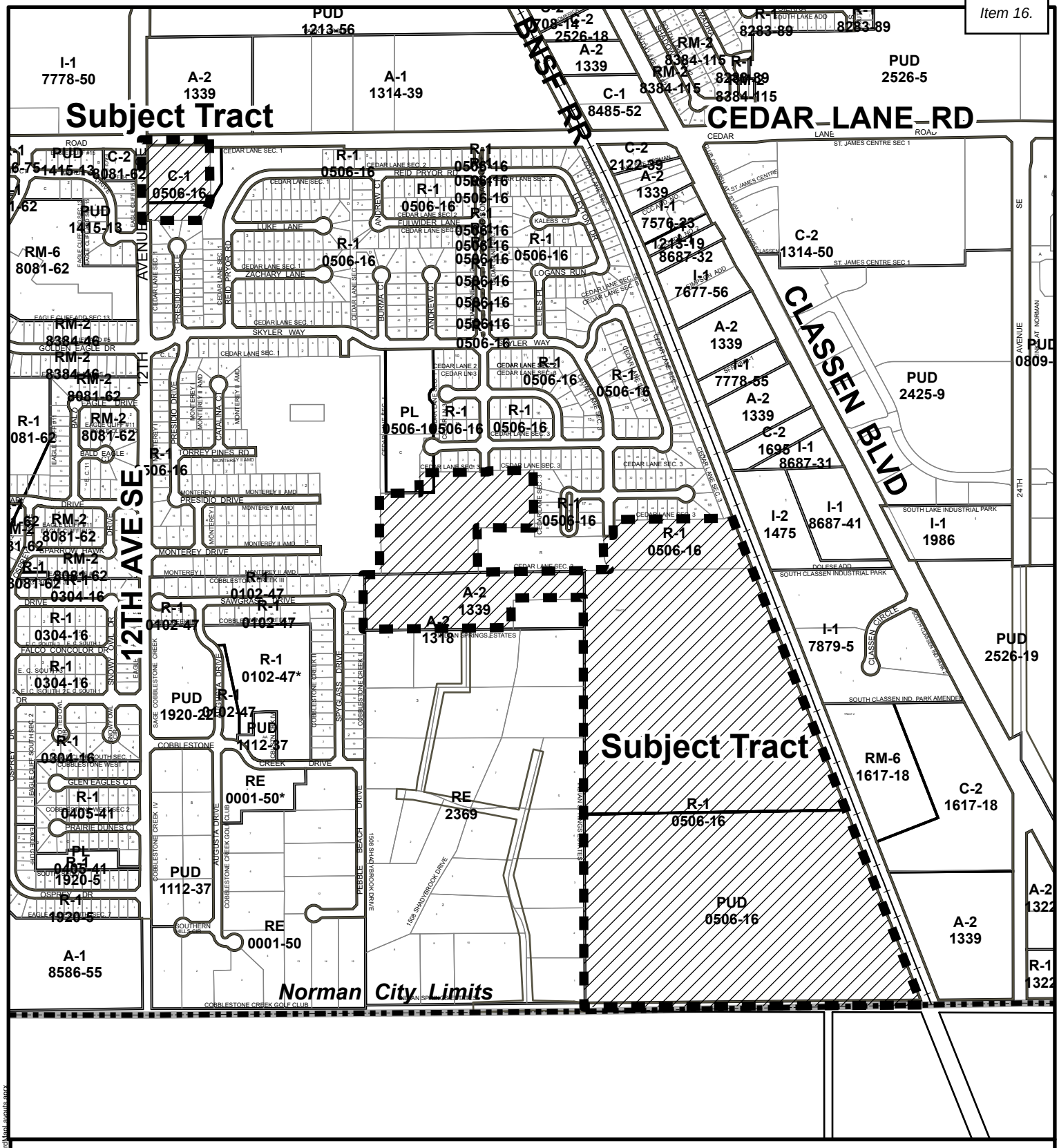
2. Rights-of-Way. Street rights-of-way will be dedicated to the City on the final plat.

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

STAFF COMMENTS AND RECOMMENDATION: Cedar Lane Addition is composed of 122.18 acres. There is one (1) 4.55 acre commercial lot located at the southeast corner of Cedar Lane Road and 12th Avenue S.E. There is currently an active oil well on the commercial property. The remainder of the preliminary plat consists of 412 single-family residential lots on 116.68 acres that will be served by public sanitary sewer. There are several open space areas within the property. There are several plugged and active oil wells within the development. Site plans have been submitted reflecting these oil wells and accessibility. Staff recommends approval of the preliminary plat for Cedar Lane Addition.

ACTION NEEDED: Recommend approval or disapproval of the preliminary plat for Cedar Lane Addition to the City Council.

ACTION TAKEN: _____



Location Map

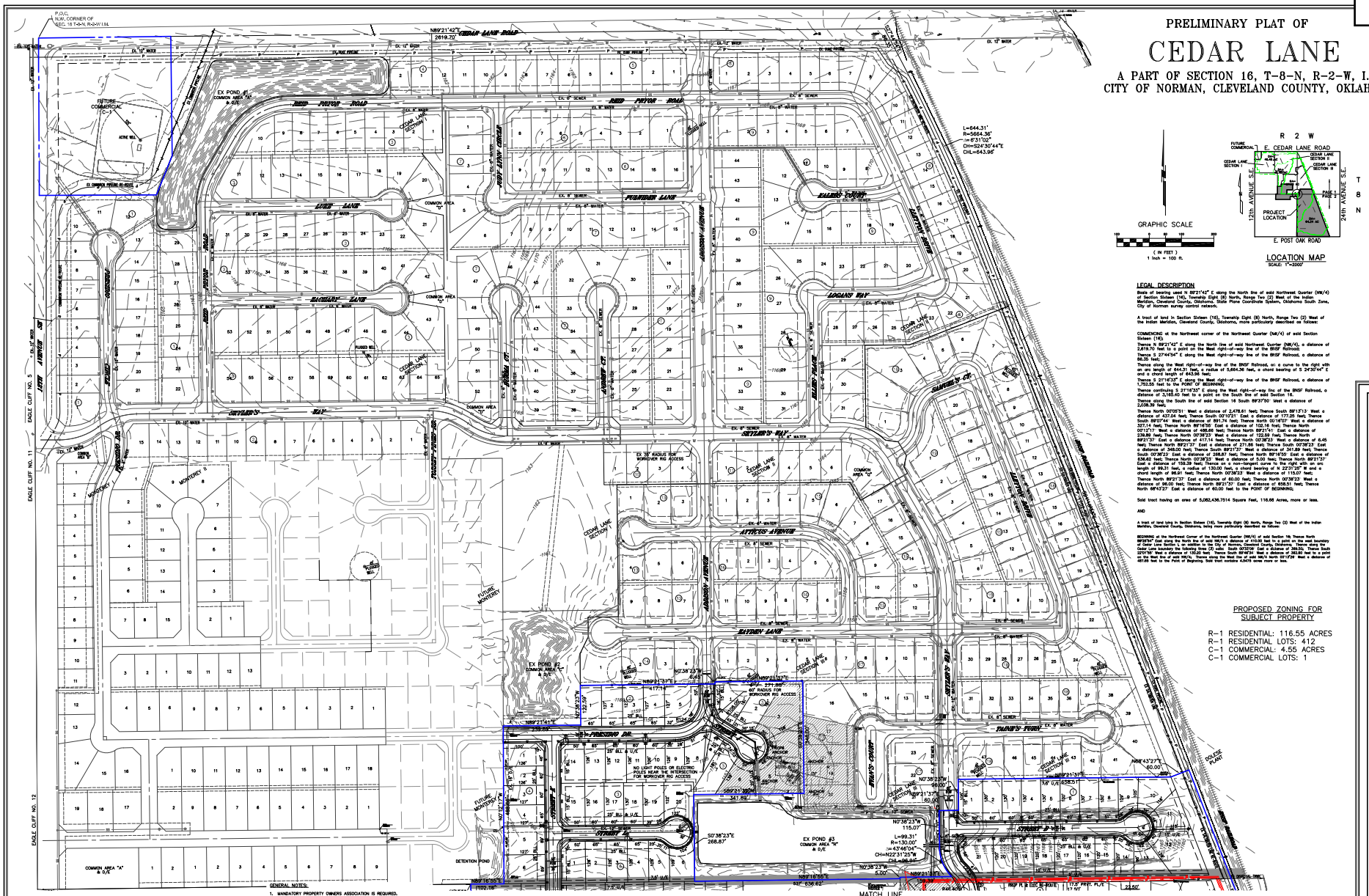
Map Produced by the City of Norman Geographic Information System. The City of Norman assumes no responsibility for errors or omissions in the information presented.

N
W E
S

May 5, 2026

0 400 800 Ft.

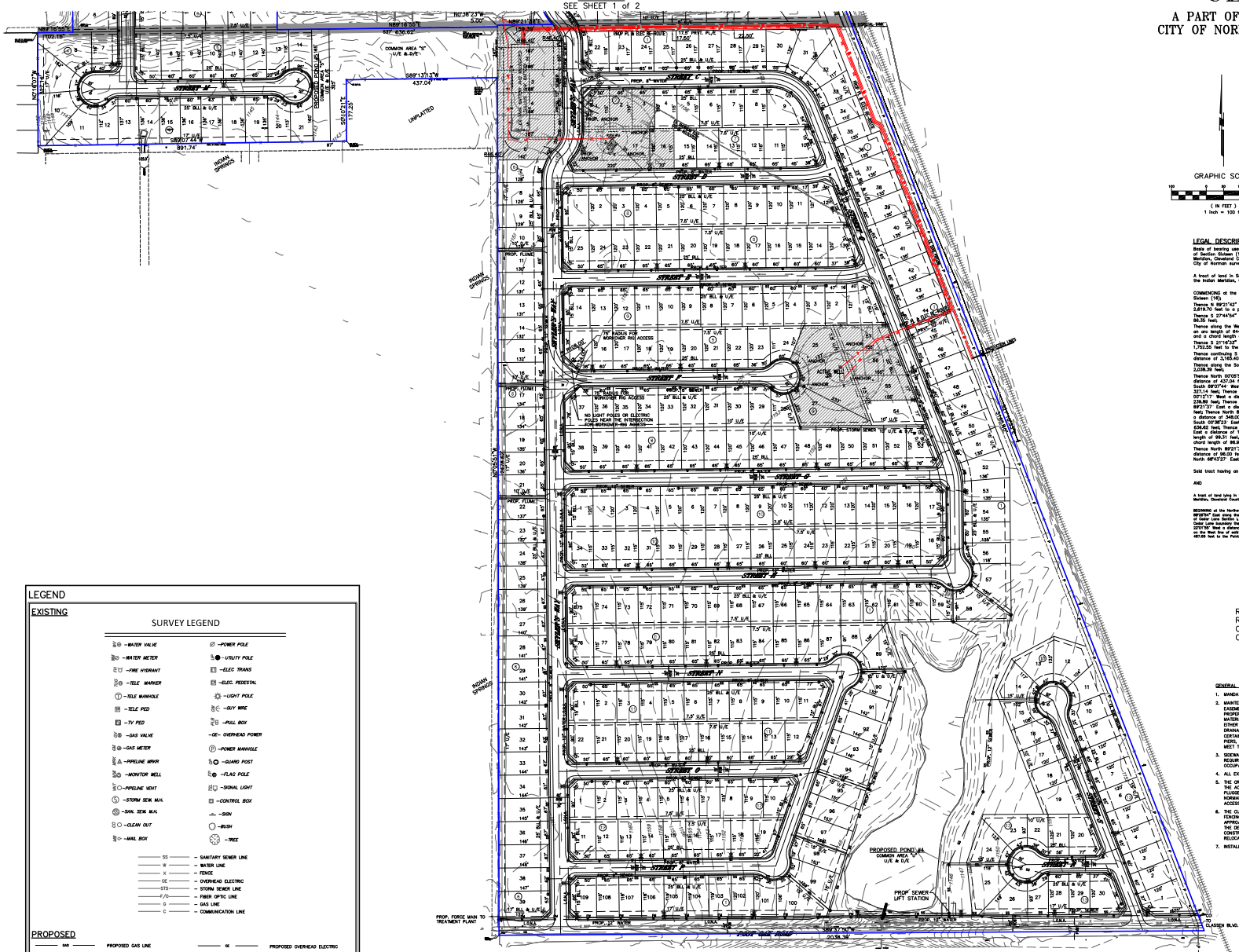
Subject Tract

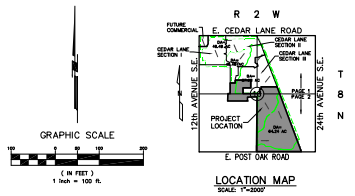

P.O.C.
N.W. CORNER OF
SEC. 16 T-8-N, R-2-W I.M.
N89°21'42"E
2619.70'
CEDAR LANE ROAD
REED PRYOR ROAD
FUTURE COMMERCIAL
EX POND #1
COMMON AREA "A"
& D/E
ACME WELL
EX. COMMON PROPERTY BOUNDARY
CEDAR LANE SECTION I
CEDAR LANE SECTION II
CEDAR LANE SECTION III
COMMON AREA "D"
PLUGGED WELL
EX. 20' RADIUS FOR WORKOVER RIG ACCESS
EX. 40' RADIUS FOR WORKOVER RIG ACCESS
PROPOSED 40' RADIUS FOR WORKOVER RIG ACCESS
NO LIGHT POLES OR ELECTRIC POLES NEAR THIS INTERSECTION FOR WORKOVER RIG ACCESS
EX POND #2
COMMON AREA "B"
& D/E
EX POND #3
COMMON AREA "H"
& D/E
DETENTION POND
COMMON AREA "A"
& D/E
FUTURE MONTEREY
MONTEREY II
EAGLE CLIFF NO. 5
EAGLE CLIFF NO. 11
EAGLE CLIFF NO. 12
LOCUST AVE.
ASPEN AVE.
ELDER AVE.
ELDER PL.
ELDER CT.
ELDER DR.
ELDER WAY
ELDER RUN
ELDER LANE
ELDER CIR.
ELDER TRAIL
ELDER CHASE
ELDER CREEK
ELDER PARK
ELDER CROSSING
ELDER TERRACE
ELDER CHASE
ELDER CREEK
ELDER PARK
ELDER CROSSING
ELDER TERRACE
ATTICUS AVENUE
ELDER LANE
ELDER RUN
ELDER WAY
ELDER CT.
ELDER DR.
ELDER PL.
ELDER AVE.
ELDER CIR.
ELDER TRAIL
ELDER CHASE
ELDER CREEK
ELDER PARK
ELDER CROSSING
ELDER TERRACE
FRANK'S FERRY
FRANK'S CREEK
FRANK'S CT.
FRANK'S PL.
FRANK'S DR.
FRANK'S AVE.
FRANK'S CIR.
FRANK'S TRAIL
FRANK'S CHASE
FRANK'S CREEK
FRANK'S PARK
FRANK'S CROSSING
FRANK'S TERRACE
POLICE PLANT
L=644.31'
R=5664.36'
Δ=6°31'02"
CH=S24°30'44"E
CH=643.96'
S27°44'54"E
2,819.70'
N27°44'54"W
2,819.70'
N27°44'54"W
1,752.55'
S27°44'54"E
1,752.55'
S89°21'42"W
2,619.70'
N89°21'42"E
2,619.70

PRELIMINARY PLAT OF

CEDAR LANE

A PART OF SECTION 16, T-8-N, R-2-W, I.M.
CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA





LOCATION MAP
SCALE: 1"=2000'

LEGAL DESCRIPTION

Basis of bearing used N 89°21'42" E along the North line of said Northwest Quarter (NW/4) of Section Sixteen (16), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, State Plane Coordinate System, Oklahoma South Zone, City of Norman survey control network.

A tract of land in Section Sixteen (16), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows:

COMMENCING at the Northwest corner of the Northwest Quarter (NW/4) of said Section Sixteen (16);

Thence N 89°21'42" E along the North line of said Northwest Quarter (NW/4), a distance of 2,619.70 feet to a point on the West right-of-way line of the BNSF Railroad;

Thence S 27°44'54" E along the West right-of-way line of the BNSF Railroad, a distance of 86.36 feet;

Thence along the West right-of-way line of the BNSF Railroad, on a curve to the right with an arc length of 644.31 feet, a radius of 5,694.36 feet, a chord bearing of S 24°30'44" E and a chord length of 643.96 feet;

Thence S 21°16'33" E along the West right-of-way line of the BNSF Railroad, a distance of 1,752.55 feet to the POINT OF BEGINNING;

Thence continuing S 21°16'33" E along the West right-of-way line of the BNSF Railroad, a distance of 3,168.40 feet to a point on the South line of said Section 16;

Thence along the South line of said Section 16 South 89°37'10" West a distance of 2,038.39 feet;

Thence North 00°05'51" West a distance of 2,478.61 feet; Thence South 89°13'13" West a distance of 437.04 feet; Thence South 00°10'21" East a distance of 177.25 feet; Thence South 89°07'44" West a distance of 891.74 feet; Thence North 00°16'02" West a distance of 337.14 feet; Thence North 89°16'50" East a distance of 102.16 feet; Thence North 00°12'17" West a distance of 495.66 feet; Thence North 89°27'41" East a distance of 238.80 feet; Thence North 00°38'23" West a distance of 122.59 feet; Thence North 89°21'37" East a distance of 417.14 feet; Thence North 00°38'23" West a distance of 6.45 feet; Thence North 89°21'37" East a distance of 271.86 feet; Thence South 00°38'23" East a distance of 348.00 feet; Thence South 89°21'37" West a distance of 347.86 feet; Thence South 00°38'23" East a distance of 268.87 feet; Thence North 89°16'50" East a distance of 634.40 feet; Thence South 00°38'23" East a distance of 5.00 feet; Thence North 89°21'37" East a distance of 136.05 feet; Thence Northeasterly along a curve to the left with an arc length of 99.31 feet, a radius of 130.00 feet, a chord bearing of N 23°37'05" E and a chord length of 96.91 feet; Thence North 00°38'23" West a distance of 115.07 feet;

Thence North 89°21'37" East a distance of 60.00 feet; Thence North 00°38'23" West a distance of 96.00 feet; Thence North 89°21'37" East a distance of 658.51 feet; Thence North 68°41'37" East a distance of 43.00 feet to the POINT OF BEGINNING.

Said tract having an area of 5,082,436.7514 Square Feet, 116.68 Acres, more or less.

AND

A tract of land lying in Section Sixteen (16), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

BEGINNING at the Northeast Corner of the Northwest Quarter (NW/4) of said Section 16; Thence North 89°21'42" East along the North line of the Northeast Quarter (NE/4) of said Section 16, a distance of 1,322.85 feet to the Northeast corner of said NE/4; Thence South 00°38'23" East along the East boundary of Cedar Lane Section I, an addition to the City of Norman, Cleveland County, Oklahoma, as shown on the Cedar Lane boundary the following three (3) calls: South 00°38'06" East a distance of 269.50; Thence South 25°07'50" West a distance of 1,157.20 feet; Thence South 89°48'24" West a distance of 382.80 feet to a point on the West line of said NE/4; Thence along the West line of said NE/4 North 00°17'28" West a distance of 1,870.88 feet to the Point of Beginning. Said tract contains 4.0478 acres more or less.

PROPOSED ZONING FOR SUBJECT PROPERTY

R-1 RESIDENTIAL: 116.55 ACRES
R-1 RESIDENTIAL LOTS: 412
C-1 COMMERCIAL: 4.55 ACRES
C-1 COMMERCIAL LOTS: 1

GENERAL NOTES:

1. MANDATORY PROPERTY OWNERS ASSOCIATION IS REQUIRED.
2. MAINTENANCE OF THE COMMON AREAS AND/OR PRIVATE DRAINAGE EASEMENTS IN CEDAR LANE SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION. NO STRUCTURES, STORAGE OF MATERIAL, GRADING, FILL OR OTHER OBSTRUCTIONS, INCLUDING FENCES, EITHER TEMPORARY OR PERMANENT, SHALL BE PLACED WITHIN THE DRAINAGE RELATED COMMON AREAS AND/OR DRAINAGE EASEMENTS SHOWN. CERTAIN AMENITIES SUCH AS, BUT NOT LIMITED TO, WALKS, BENCHES, PIERS, AND DOCKS SHALL BE PERMITTED IF INSTALLED IN A MANNER TO MEET THE REQUIREMENTS SPECIFIED ABOVE.
3. SIDEWALKS ON EACH LOT ALONG LOCAL AND COLLECTOR STREETS ARE REQUIRED AND MUST BE INSTALLED PRIOR TO THE ISSUANCE OF ANY OCCUPANCY PERMITS.
4. ALL EXISTING BUILDINGS TO BE REMOVED.
5. THE CROSS HATCHED LOTS WILL BE AVAILABLE FOR CONSTRUCTION ONCE THE ACTIVE OIL WELLS HAVE STOPPED PRODUCING, THE WELLS HAVE BEEN PLUGGED AND THE RADIUS HAS BEEN REDUCED TO 45 FEET PER CITY OF NORMAN SPECIFICATIONS. UNTIL SUCH TIME, LOTS CAN BE USED AS ACCESS TO THE WELL SITE.
6. THE CURRENT OIL WELL OPERATOR WILL BE RESPONSIBLE FOR ADEQUATELY FENCING THE WELL SITE, CONSTRUCTION OF ANY LEASE ROADS AND APPROACHES, PIPELINE RELOCATIONS, OR ELECTRIC LINE RELOCATIONS. THE DEVELOPER WILL BE FINANCIALLY RESPONSIBLE FOR THE CONSTRUCTION OF ANY LEASE ROADS, APPROACHES, FENCING, PIPELINE RELOCATIONS, OR ELECTRIC LINE RELOCATIONS.
7. INSTALL CASING PIPE FOR ALL OIL PIPELINE ROAD CROSSINGS.

LEGEND

EXISTING

SURVEY LEGEND

-WATER VALVE	-POWER POLE
-WATER METER	-UTILITY POLE
-FIRE HYDRANT	-ELEC. TRANS
-TELE. MARKER	-ELEC. PEDESTAL
-TELE MANHOLE	-LIGHT POLE
-TELE PED	-GUY WIRE
-TV PED	-PULL BOX
-GAS VALVE	-OE- OVERHEAD POWER
-GAS METER	-POWER MANHOLE
-PIPELINE MRKR	-GUARD POST
-MONITOR WELL	-FLAG POLE
-PIPELINE VENT	-SIGNAL LIGHT
-STORM SEW. MH.	-CONTROL BOX
-SAN. SEW. MH.	-SIGN
-CLEAN OUT	-BUSH
-MAIL BOX	-TREE

- SS – SANITARY SEWER LINE
- W – WATER LINE
- X – FENCE
- OE – OVERHEAD ELECTRIC
- STS – STORM SEWER LINE
- F/O – FIBER OPTIC LINE
- G – GAS LINE
- C – COMMUNICATION LINE

PROPOSED

PROPOSED GAS LINE	PROPOSED OVERHEAD ELECTRIC
PROPOSED UNDERGROUND ELECTRIC	PROPOSED STORM SEWER
PROPOSED UNDERGROUND TELEPHONE	PROPOSED UNDERGROUND CABLE
PROPOSED PUBLIC WATERLINE	PROPOSED DOMESTIC WATERLINE
PROPOSED SANITARY SEWER	PROPOSED TRANSFORMER
PROPOSED FORCE MAIN	PROPOSED CABLE TV PEDESTAL
PROPOSED PRIVATE FIRELINE	PROPOSED GAS METER
PROPOSED PVC CONDUIT	PROPOSED TELEPHONE PEDESTAL
PROPOSED LIGHT POLE	PROPOSED SAN. SEWER CLEAN OUT

NOTE: NOT ALL SYMBOLS MAY BE SHOWN ON THIS PLAN.

STORM DRAINAGE DETENTION FACILITY EASEMENT

Drainage detention facility easements are hereby established as shown to provide for detention of storm surface water and constructed as approved by the city engineer. All maintenance within the drainage detention facility easement shall be the right, duty and responsibility of the property owner(s) in the plat of CEDAR LANE; however, if maintenance is neglected or subject to other unusual circumstances and is determined to be a hazard or threat to public safety by the city engineer, corrective maintenance may be performed by the governing jurisdiction with costs assessed to and born upon said property owner(s). Officials representing the engineering division, public works department, shall have the right to enter upon the easement for purposes of periodic inspection and/or corrective maintenance of the facility. Upon receiving written approval from the engineering division, public works department, property owner(s) may construct improvements within the easement, provided the improvement does not interfere with the function of the detention facility.

OWNER/DEVELOPER:
CEDAR LANE, LLC
P.O. BOX 5156
NORMAN, OK 73070

ENGINEER:
ARC ENGINEERING CONSULTANTS, LLC
STEVE ROLLINS, P.E.
135 DEER CREEK ROAD
EDMOND, OK 73012

SURVEYOR:
OKLAHOMA SURVEY COMPANY
RYAN DOUDICAN, R.P.L.S.
3121 E. SORGHUM MILL ROAD
EDMOND, OK 73034

Arc Engineering Consultants, LLC
LAND PLANNING
CIVIL ENGINEERING
135 DEER CREEK ROAD
EDMOND, OK 73012
PHONE (405) 509-1857
CERTIFICATE OF AUTHORIZATION NO. 6366 EXP. 6/30/26

CEDAR LANE
12th AVE. SE & CEDAR LANE RD.
NORMAN, CLEVELAND CO, OKLAHOMA
PRELIMINARY PLAT

REVISIONS		
NO.	DESCRIPTION	DATE
1.	Revised per city review	2/9/26
2.	LOT NO's & BLK NO's	3/30/26

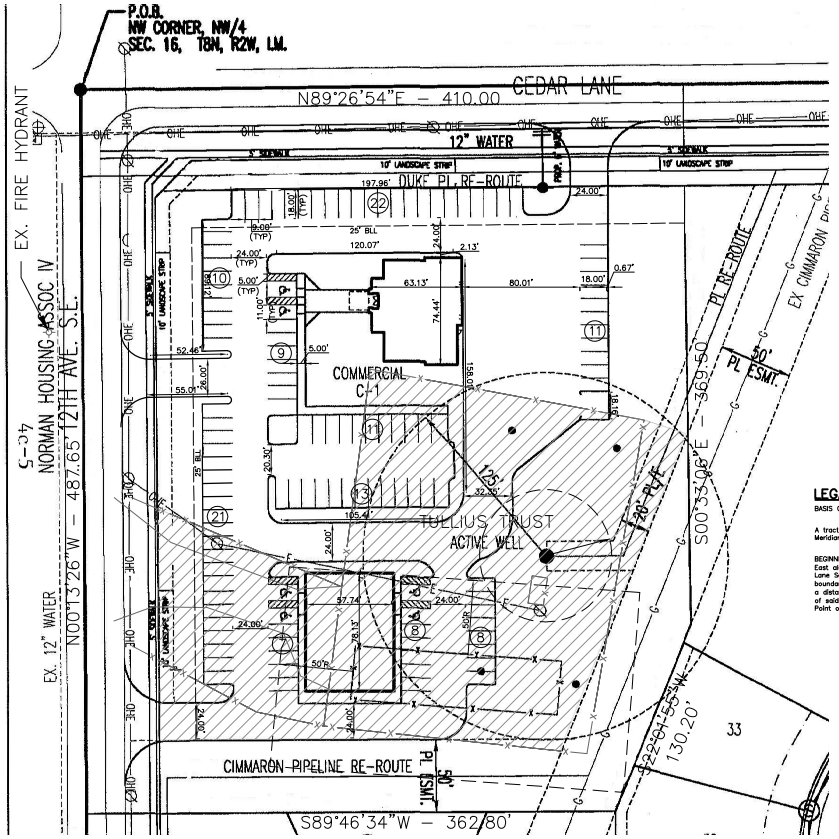
DRAWN BY: SDR
CHECKED BY: SDR
APPROVED BY: SDR

PROJECT NUMBER: 26-004
DATE: 05-06-26
SCALE: (HORIZ.) 1"=100' (VERT.) N/A
SHEET NUMBER

PRELIMINARY SITE DEVELOPMENT PLAN OF

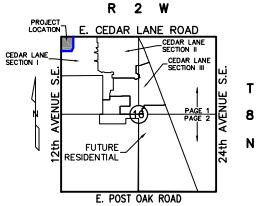
CEDAR LANE COMMERCIAL

A PART OF SECTION 16, T-8-N, R-2-W, I.M.
CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA



GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.



LOCATION MAP
SCALE: 1"=2000'

LEGAL DESCRIPTION

BASIS OF BEARINGS: North 89°26'54" East, being the North Line of said Section 16:

A tract of land lying in Section Sixteen (16), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

BEGINNING at the Northwest Corner of the Northwest Quarter (NW/4) of said Section 16; Thence North 89°26'54" East along the North line of said NW/4 a distance of 410.00 feet to a point on the west boundary of Cedar Lane Section I, an addition to the City of Norman, Cleveland County, Oklahoma; Thence along the Cedar Lane boundary the following three (3) calls: South 00°33'06" East a distance of 369.50; Thence South 22°01'55" West a distance of 130.20 feet; Thence South 89°46'34" West a distance of 362.80 feet to a point on the West line of said NW/4; Thence along the West line of said NW/4 North 00°13'26" West a distance of 487.65 feet to the Point of Beginning. Said tract contains 4.5475 acres more or less.

NOTES:

1. THE CROSS HATCHED AREA WILL BE AVAILABLE FOR CONSTRUCTION ONCE THE ACTIVE OIL WELLS HAVE STOPPED PRODUCING, THE WELLS HAVE BEEN PLUGGED AND THE RADIUS HAS BEEN REDUCED TO 45 FEET PER CITY OF NORMAN SPECIFICATIONS. UNTIL SUCH TIME, THE HATCHED AREA CAN BE USED AS ACCESS TO THE WELL SITE.

OWNER/DEVELOPER:
CEDAR LANE, LLC
P.O. BOX 5156
NORMAN, OK 73070

ENGINEER:
ARC ENGINEERING CONSULTANTS, LLC
STEVE ROLLINS, P.E.
135 DEER CREEK ROAD
EDMOND, OK 73012

CEDAR LANE COMMERCIAL

Arc Engineering Consultants, LLC
CIVIL ENGINEERING
LAND PLANNING
135 DEER CREEK ROAD
EDMOND, OK 73012
PHONE (405) 509-0012
SROLLINS@ARCENGR.COM
CERTIFICATE OF AUTHORIZATION NO. 8280 EXP. 6/30/26

CEDAR LANE COMMERCIAL
12th AVE. SE & CEDAR LANE RD.
NORMAN, CLEVELAND CO. OKLAHOMA
PRELIMINARY SITE PLAN

REVISIONS		
NO.	DESCRIPTION	DATE
1.	REVISIONS PER DRT MEETING	7/15/26

DRAWN BY: SDR
CHECKED BY: SDR
APPROVED BY: SDR

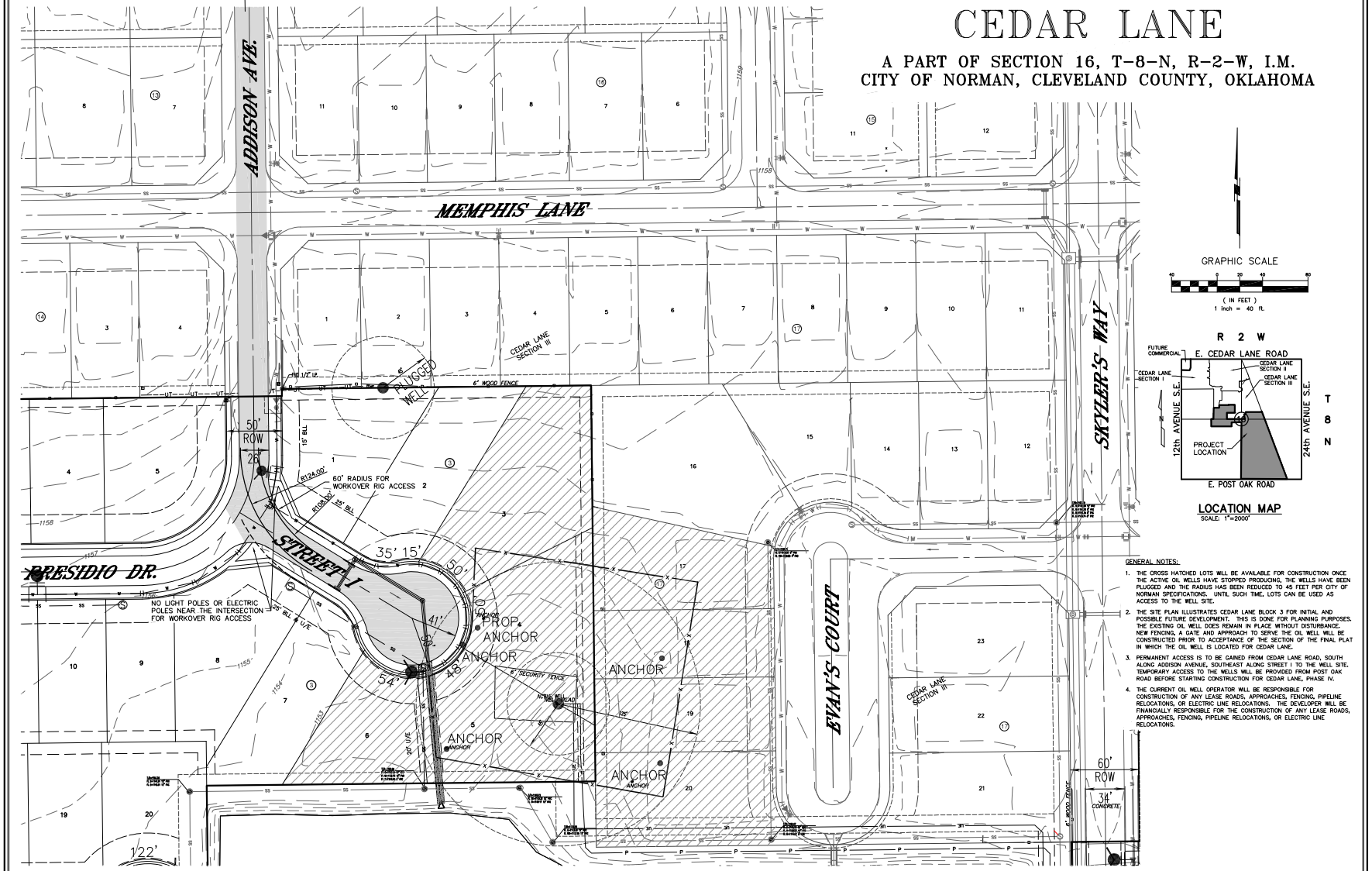
PROJECT NUMBER: 26-004
DATE: 05-01-26
SCALE: (HORIZ.) 1"=40' (VERT.) N/A

SHEET NUMBER
1 of 1

WELL SITE PLAN

CEDAR LANE

A PART OF SECTION 16, T-8-N, R-2-W, I.M.
CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA



GENERAL NOTES:

1. THE CROSS HATCHED LOTS WILL BE AVAILABLE FOR CONSTRUCTION ONCE THE ACTIVE OIL WELLS HAVE STOPPED PRODUCING, THE WELLS HAVE BEEN PLUGGED AND THE RADIUS HAS BEEN REDUCED TO 45 FEET PER CITY OF NORMAN SPECIFICATIONS. UNTIL SUCH TIME, LOTS CAN BE USED AS ACCESS TO THE WELL SITE.
2. THE SITE PLAN ILLUSTRATES CEDAR LANE BLOCK 3 FOR INITIAL AND POSSIBLE FUTURE DEVELOPMENT. THIS IS DONE FOR PLANNING PURPOSES. THE EXISTING OIL WELL DOES REMAIN IN PLACE WITHOUT DISTURBANCE. NEW FENCING, A GATE AND APPROACH TO SERVE THE OIL WELL WILL BE CONSTRUCTED PRIOR TO ACCEPTANCE OF THE SECTION OF THE FINAL PLAT IN WHICH THE OIL WELL IS LOCATED FOR CEDAR LANE.
3. PERMANENT ACCESS IS TO BE GAINED FROM CEDAR LANE ROAD, SOUTH ALONG ADDISON AVENUE, SOUTHEAST ALONG STREET I TO THE WELL SITE. TEMPORARY ACCESS TO THE WELLS WILL BE PROVIDED FROM POST OAK ROAD BEFORE STARTING CONSTRUCTION FOR CEDAR LANE, PHASE IV.
4. THE CURRENT OIL WELL OPERATOR WILL BE RESPONSIBLE FOR CONSTRUCTION OF ANY LEASE ROADS, APPROACHES, FENCING, PIPELINE RELOCATIONS, OR ELECTRIC LINE RELOCATIONS. THE DEVELOPER WILL BE FINANCIALLY RESPONSIBLE FOR THE CONSTRUCTION OF ANY LEASE ROADS, APPROACHES, FENCING, PIPELINE RELOCATIONS, OR ELECTRIC LINE RELOCATIONS.

CEDAR LANE

Arc Engineering Consultants, LLC
CIVIL ENGINEERING
LAND PLANNING
PHONE (405) 509-0012
CERTIFICATE OF AUTHORIZATION NO. 6280 EXP. 6/30/26

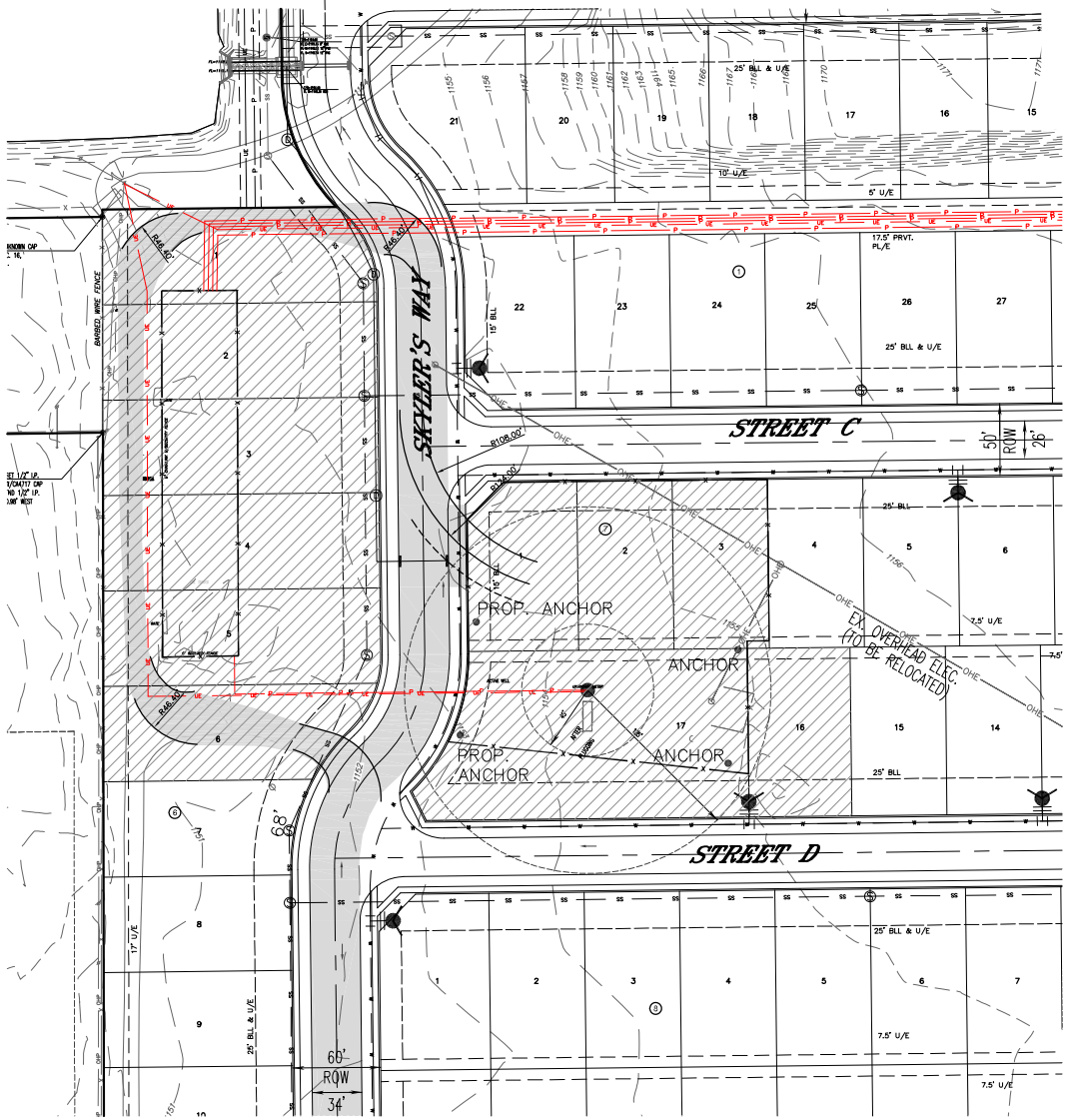
CEDAR LANE
12th AVE. SE & CEDAR LANE RD.
NORMAN, CLEVELAND CO. OKLAHOMA
WELL SITE PLAN
BLOCK 3

REVISIONS		
NO.	DESCRIPTION	DATE
1.	BLOCK NUMBER	9/04/26

DRAWN BY: SDR
CHECKED BY: SDR
APPROVED BY: SDR

PROJECT NUMBER: 26-004
DATE: 05-01-26
SCALE: (HORIZ.) 1"=40' (VERT.) N/A

SHEET NUMBER 1 of 1



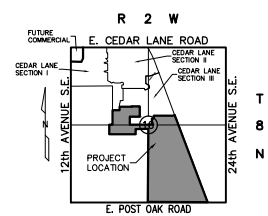
WELL SITE PLAN

CEDAR LANE

A PART OF SECTION 16, T-8-N, R-2-W, I.M.
CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.



LOCATION MAP
SCALE: 1"=2000'

GENERAL NOTES:

1. THE CROSS HATCHED LOTS WILL BE AVAILABLE FOR CONSTRUCTION ONCE THE ACTIVE OIL WELLS HAVE STOPPED PRODUCING, THE WELLS HAVE BEEN PLUGGED AND THE RADIUS HAS BEEN REDUCED TO 45 FEET PER CITY OF NORMAN SPECIFICATIONS. UNTIL SUCH TIME, LOTS CAN BE USED AS ACCESS TO THE WELL SITE.
2. THE SITE PLAN ILLUSTRATES CEDAR LANE BLOCK 6 & BLOCK 7 FOR INITIAL AND POSSIBLE FUTURE DEVELOPMENT. THIS IS DONE FOR PLANNING PURPOSES. THE EXISTING OIL WELL AND TANK BATTERY DOES REMAIN IN PLACE WITHOUT DISTURBANCE. NEW FENCING, A GATE AND APPROACH TO SERVE THE OIL WELL AND TANK BATTERY WILL BE CONSTRUCTED PRIOR TO ACCEPTANCE OF THE SECTION OF THE FINAL PLAT IN WHICH THE OIL WELL IS LOCATED FOR CEDAR LANE.
3. PERMANENT ACCESS COULD BE GAINED FROM CEDAR LANE ROAD, SOUTH ALONG ADDISON AVENUE, EAST AND SOUTH ALONG SKYLER'S WAY TO THE WELL SITE AND TANK BATTERY OR FROM POST OAK ROAD, NORTH ALONG SKYLER'S WAY TO THE WELL SITE AND TANK BATTERY. TEMPORARY ACCESS TO THE WELLS WILL BE PROVIDED FROM POST OAK ROAD BEFORE STARTING CONSTRUCTION FOR CEDAR LANE, PHASE IV.
4. THE CURRENT OIL WELL OPERATOR WILL BE RESPONSIBLE FOR CONSTRUCTION OF ANY LEASE ROADS, APPROACHES, FENCING, PIPELINE RELOCATIONS, ELECTRIC LINE RELOCATIONS OR TANK BATTERY RELOCATIONS. THE DEVELOPER WILL BE FINANCIALLY RESPONSIBLE FOR THE CONSTRUCTION OF ANY LEASE ROADS, APPROACHES, FENCING, PIPELINE RELOCATIONS, ELECTRIC LINE RELOCATIONS OR TANK BATTERY RELOCATIONS.

CEDAR LANE

Arc Engineering Consultants, LLC
CIVIL ENGINEERING
135 DEER CREEK ROAD
PHONE (405) 509-0212
LAND PLANNING
EDMOND, OK 73012
SROLLINS@ARCENGR.COM
CERTIFICATE OF AUTHORIZATION NO. 6290 EXP. 6/30/26
ENGINEERING CONSULTANTS

CEDAR LANE
12th AVE. SE & CEDAR LANE RD.
NORMAN, CLEVELAND CO, OKLAHOMA
WELL SITE PLAN
BLOCK 6 & 7

REVISIONS		
NO.	DESCRIPTION	DATE
1.	BLOCK NUMBERS	9/04/26

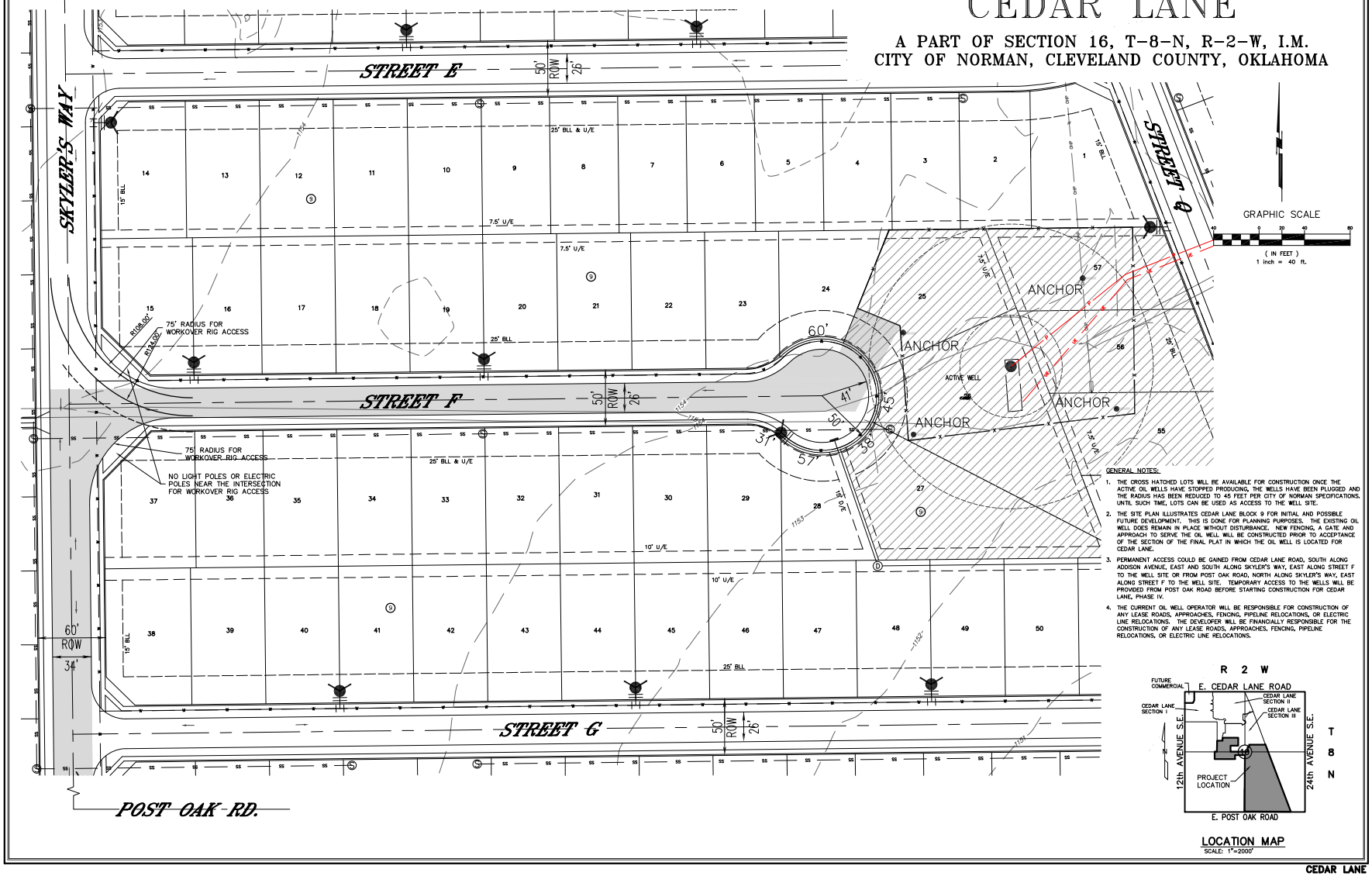
DRAWN BY: SDR
CHECKED BY: SDR
APPROVED BY: SDR

PROJECT NUMBER: 26-004
DATE: 05-01-26
SCALE: (HORIZ.) 1"=40' (VERT.) N/A
SHEET NUMBER 1 of 1

WELL SITE PLAN

CEDAR LANE

A PART OF SECTION 16, T-8-N, R-2-W, I.M.
CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA



GENERAL NOTES:

1. THE CROSS HATCHED LOTS WILL BE AVAILABLE FOR CONSTRUCTION ONCE THE ACTIVE OIL WELLS HAVE STOPPED PRODUCING. THE WELLS HAVE BEEN PLUGGED AND THE RADIUS HAS BEEN REDUCED TO 45 FEET PER CITY OF NORMAN SPECIFICATIONS. UNTIL SUCH TIME, LOTS CAN BE USED AS ACCESS TO THE WELL SITE.
2. THE SITE PLAN ILLUSTRATES CEDAR LANE BLOCK 9 FOR INITIAL AND POSSIBLE FUTURE DEVELOPMENT. THIS IS DONE FOR PLANNING PURPOSES. THE EXISTING OIL WELL DOES REMAIN IN PLACE WITHOUT DISTURBANCE. NEW FENCING, A GATE AND APPROACH TO SERVE THE OIL WELL WILL BE CONSTRUCTED PRIOR TO ACCEPTANCE OF THE SECTION OF THE FINAL PLAT IN WHICH THE OIL WELL IS LOCATED FOR CEDAR LANE.
3. PERMANENT ACCESS COULD BE GAINED FROM CEDAR LANE ROAD, SOUTH ALONG ADDISON AVENUE, EAST AND SOUTH ALONG SKYLER'S WAY, EAST ALONG STREET F TO THE WELL SITE OR FROM POST OAK ROAD, NORTH ALONG SKYLER'S WAY, EAST ALONG STREET F TO THE WELL SITE. TEMPORARY ACCESS TO THE WELLS WILL BE PROVIDED FROM POST OAK ROAD BEFORE STARTING CONSTRUCTION FOR CEDAR LANE, PHASE IV.
4. THE CURRENT OIL WELL OPERATOR WILL BE RESPONSIBLE FOR CONSTRUCTION OF ANY LEASE ROADS, APPROACHES, FENCING, PIPELINE RELOCATIONS, OR ELECTRIC LINE RELOCATIONS. THE DEVELOPER WILL BE FINANCIALLY RESPONSIBLE FOR THE CONSTRUCTION OF ANY LEASE ROADS, APPROACHES, FENCING, PIPELINE RELOCATIONS, OR ELECTRIC LINE RELOCATIONS.

LOCATION MAP
SCALE: 1"=2000'

CEDAR LANE

Arc Engineering Consultants, LLC
CIVIL ENGINEERING
LAND PLANNING
PHONE (405) 509-0312
CERTIFICATE OF AUTHORIZATION NO. 6280 EXP. 6/30/26

CEDAR LANE
12th AVE. SE & CEDAR LANE RD.
NORMAN, CLEVELAND CO. OKLAHOMA
WELL SITE PLAN
BLOCK 9

REVISIONS		
NO.	DESCRIPTION	DATE
1.	BLOCK NUMBER	9/04/26

DRAWN BY: SDR
CHECKED BY: SDR
APPROVED BY: SDR

PROJECT NUMBER: 26-004
DATE: 05-01-26
SCALE: (HORIZ.) 1"=40' (VERT.) N/A

SHEET NUMBER
1 of 1

File Attachments for Item:

5. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2627-1: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS ONE (1) AND TWO (2), IN BLOCK SEVEN (7), OF D.L. LARSH'S FIRST ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA FROM A CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT, AND PLACE THE SAME IN A CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (201 W APACHE; WARD 4)

The applicant requests postponement to the October 8, 2026 Planning Commission meeting.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 9/10/2026

REQUESTER: Riggins Ventures, LLC

PRESENTER: Lora Hoggatt, Planning Services Manager

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2627-1: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS ONE (1) AND TWO (2), IN BLOCK SEVEN (7), OF D.L. LARSH'S FIRST ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA FROM A CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT, AND PLACE THE SAME IN A CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (201 W APACHE; WARD 4)

The applicant requests postponement to the October 8, 2026 Planning Commission meeting.

File Attachments for Item:

17. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AMENDMENT TWO TO CONTRACT K-1819-88: A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE DISTRICT ATTORNEY'S OFFICE, DISTRICT 21 (CLEVELAND COUNTY), ALLOWING THE NORMAN POLICE DEPARTMENT TO USE ONE (1) 2025 CHEVROLET TAHOE PURCHASED AND FULLY EQUIPPED BY THE DISTRICT ATTORNEY'S OFFICE, DISTRICT 21, AS A REPLACEMENT FOR ONE (1) OF THE 2019 VEHICLES PREVIOUSLY LOANED TO THE CITY.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: Police Department

PRESENTER: Chad Vincent, Major

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AMENDMENT TWO TO CONTRACT K-1819-88: A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE DISTRICT ATTORNEY'S OFFICE, DISTRICT 21 (CLEVELAND COUNTY), ALLOWING THE NORMAN POLICE DEPARTMENT TO USE ONE (1) 2025 CHEVROLET TAHOE PURCHASED AND FULLY EQUIPPED BY THE DISTRICT ATTORNEY'S OFFICE, DISTRICT 21, AS A REPLACEMENT FOR ONE (1) OF THE 2019 VEHICLES PREVIOUSLY LOANED TO THE CITY.

BACKGROUND:

The Norman Police Department (NPD) maintains vehicles and equipment necessary to provide effective law enforcement services to the community. Through an ongoing partnership with the District Attorney's Office, District 21, NPD has been provided vehicles purchased with seizure funds for use in law enforcement operations.

On December 11, 2018, City Council approved Contract K-1819-88, a Memorandum of Understanding (MOU) between the City of Norman and the District Attorney's Office, District 21, providing for the loan of two (2) 2019 Chevrolet Tahoes to NPD. Under the agreement, ownership of the vehicles remained with the District Attorney's Office, District 21, while the City assumed responsibility for routine service, maintenance, and repairs.

On September 26, 2023, City Council approved Contract K-2324-75, Amendment No. 1 to the MOU, after the District Attorney's Office, District 21, purchased and fully equipped two (2) additional 2023 Chevrolet Tahoes for use by NPD. The amendment allowed NPD to utilize all four vehicles for law enforcement purposes while continuing the existing arrangement regarding vehicle ownership and maintenance responsibilities.

DISCUSSION:

The District Attorney's Office, District 21, has now purchased and fully equipped one (1) 2025 Chevrolet Tahoe for use by the Norman Police Department. The new vehicle is intended to replace one of the aging 2019 Chevrolet Tahoes originally provided to NPD under Contract K-1819-88.

Amendment No. 2 updates the existing MOU to reflect the replacement vehicle and identifies the four (4) vehicles that will continue to be loaned to NPD. Under the amended agreement, ownership of the vehicles will remain with the District Attorney's Office, District 21. The City will continue to be responsible for regular service, maintenance, and repairs associated with the vehicles during the period they are in NPD's possession.

The addition of the fully equipped 2025 Chevrolet Tahoe allows NPD to replace an aging vehicle without incurring the substantial acquisition and equipment costs associated with purchasing a new police vehicle. The arrangement continues a longstanding partnership between the City of Norman and the District Attorney's Office, District 21, while providing NPD with reliable vehicles necessary to support law enforcement operations.

RECOMMENDATION:

Staff recommends approval of Amendment No. 2 to the Memorandum of Understanding with the District Attorney's Office, District 21, authorizing the Norman Police Department to accept and utilize the 2025 Chevrolet Tahoe as a replacement vehicle and continue the use of the four (4) vehicles identified in the agreement for official law enforcement purposes.

Contract K-1819-88

AMENDMENT NO. 2
MEMORANDUM OF UNDERSTANDING

BETWEEN CITY OF NORMAN, OKLAHOMA, AND DISTRICT ATTORNEY'S OFFICE, DISTRICT 21

This Memorandum of Understanding (MOU) is hereby made and entered into by and between the City of Norman, Oklahoma ("City") and District Attorney's Office, District 21 ("the Parties").

§ 1. WHEREAS, on December 11, 2018, City Council approved K-1819-88 wherein the District Attorney's Office, District 21, loaned two (2) 2019 vehicles purchased with seizure funds to the City; and

§ 2. WHEREAS, on September 26, 2023, City Council approved K-2324-75 wherein the District Attorney's Office, District 21, purchased and loaned two (2) 2023 fully equipped vehicles to the City; and

§ 3. WHEREAS, the District Attorney's Office, District 21, has purchased and fully equipped one (1) 2025 vehicle with the intent that the vehicle be loaned to the City as a replacement for one (1) of the 2019 vehicles previously loaned to the City pursuant to K-1819-88; and

§ 4. WHEREAS, the Parties have determined that it is in the public interest and of mutual advantage to enter into an agreement that allows the Norman Police Department to use the four (4) loaned vehicles purchased by District Attorney's Office, District 21;

NOW THEREFORE, in consideration of the promises contained in this MOU, the parties agree as follows:

§ 5. PURPOSE. The purpose of this Amendment No. 2 MOU is to define the roles and responsibilities of the Parties as it related to four (4) vehicles purchased by District Attorney's Office, District 21 ("the loaned vehicles"); to outline a basis for cooperation among the parties; and to establish fundamental understandings between parties.

§ 6. VEHICLES. The loaned vehicles are:

Vehicle No. 1	Vehicle No. 2
2019 Chevrolet Tahoe VIN: 1GNLCDEC4KR144137	2025 Chevrolet Tahoe VIN: 1GNS5UED6SR321673
Vehicle No. 3	Vehicle No. 4
2023 Chevrolet Tahoe VIN: 1GNSCLED9NR296577	2023 Chevrolet Tahoe VIN: 1GNSKLED5PR405252

§ 7. RESPONSIBILITIES.

A. City – agrees to the following:

i. To use the loaned vehicle for official law enforcement purposes.

ii. To regularly service, maintain and repair the loan vehicle during the term of this agreement and be responsible for all costs associated with the service, maintenance and repair of the loaned vehicles.

B. District Attorney's Office, District 21 – agrees to the following:

District Attorney's Office, District 21, agrees to lend without fee or financial reward to the City four (4) vehicles for use as marked or unmarked vehicles for general police purposes within the City.

C. Equipment/Materials – Ownership of the loaned vehicles remains with District Attorney's Office, District 21. Ownership of any equipment purchased by the City for the purpose of making the vehicles suitable for general police purposes remains with the City. The District Attorney's Office, District 21 will fully equip the one (1) 2025 Chevrolet Tahoe.

§ 8. TERM OF MOU. This MOU will become effective on the date it has been approved by both parties and will remain in effect for one (1) year, unless terminated earlier in accordance with this MOU. Thereafter, it will renew for additional one (1) year terms, unless terminated earlier in accordance with this MOU.

§ 9. TERMINATION. This MOU may be terminated without cause by either party upon thirty (30) days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the person signing this MOU.

§ 10. GENERAL PROVISIONS

A. Amendments – this MOU may be amended or modified upon the request of either party. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, signed and dated by both parties.

B. Indemnification

i. City agrees to indemnify and hold District Attorney's Office, District 21, harmless from any claims arising out of any action taken by City with respect to implementation of this MOU to the extent that the City could be liable for such loss under the Oklahoma Governmental Tort Claims Act, 51 O. S. § 151, *et seq*.

ii. District Attorney's Office, District 21, agrees to indemnify City and to hold City harmless for any claims arising out of any action taken by District Attorney's Office, District 21, with respect to implementation of this MOU to the extent that the City could be liable for such loss under the Oklahoma Governmental Tort Claims Act, 51 O. S. § 151, *et seq*.

C. Entirety of Agreement – this MOU contains the entire agreement and understanding between the parties and supersedes all prior written or oral representations and agreements with respect to the subject matter herein.

D. Applicable Law – this MOU shall be construed in accordance with and governed by the laws of the State of Oklahoma. The parties shall have all remedies available by law or in equity.

E. Resolution of Disputes – the parties to this MOU agree to resolve any disputes between the parties concerning responsibilities under or performance of any terms of this MOU.

F. Severability – if any term, provision, covenant, or condition of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the MOU shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.

G. Terms and Conditions – the parties to this MOU acknowledge that they have read and understood this MOU completely and will fully comply with all terms and conditions of this MOU set forth herein.

IN WITNESS WHEREOF, the parties of this MOU have executed this MOU by their duly authorized representatives on the dates of their signatures.

[LEFT BLANK INTENTIONALLY]

Contract K-1819-88

IN WITNESS WHEREOF, the Parties have approved this Agreement and authorized signatures below as of the dates.

APPROVED by the Council of the City of Norman this ____ day of _____, 2026.

THE CITY OF NORMAN

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED as to form and legality this ____ day of _____, 2026.

_____
CITY ATTORNEY

APPROVED and recommended by the District Attorney, District 21, this ____ day of _____, 2026.

_____
DISTRICT ATTORNEY

File Attachments for Item:

18. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER FOUR TO CONTRACT K-2526-32: BY AND BETWEEN THE CITY OF NORMAN AND C-P INTEGRATED SERVICES, INC., FOR THE CONSTRUCTION OF THE MISTY LAKE DAM REPAIR PROJECT AND FINAL ACCEPTANCE AND FINAL PAYMENT OF $37,530.01. (WARD 1)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: Jason Murphy, Stormwater Program Manager

PRESENTER: Scott Sturtz, Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER FOUR TO CONTRACT K-2526-32: BY AND BETWEEN THE CITY OF NORMAN AND C-P INTEGRATED SERVICES, INC., FOR THE CONSTRUCTION OF THE MISTY LAKE DAM REPAIR PROJECT AND FINAL ACCEPTANCE AND FINAL PAYMENT OF $37,530.01. (WARD 1)

BACKGROUND:

On March 16, 2011, the Oklahoma Water Resources Board (OWRB) reclassified Misty Lake Dam as a “high hazard” dam because failure could affect Alameda Street and nearby residences. OWRB issued an emergency order on March 20, 2015, held a hearing April 14, and issued a Consent Order July 8. The order required the Summit Lakes POA to lower the lake three feet below the emergency spillway, maintain that level until repairs were complete, and submit engineering plans. Repairs were estimated at $595,000 to $700,000. Cardinal Engineering completed the plans on May 3, 2019.

Unable to fund the repairs alone, the POAs sought assistance from the Developer and the City of Norman. City Council discussed it during December 6, 2016, Study Session and Executive Sessions on January 24, May 9, and June 13, 2017.

On June 27, 2017, City Council approved Contract K-1617-137, a participation agreement with Summit Lakes, L.L.C. (Developer), Summit Lakes Property Owners Association (POA), and Summit Lake Villas POA for dam repairs between 24th Avenue SE and 36th Avenue SE on Alameda Street. This public-private partnership combined funding and effort to improve infrastructure protecting Norman residents. Summit Lakes Addition contained 10 sections and 542 lots; Summit Villas contained 66 lots; and proposed Summit Lakes Section 11 included 69 lots. The lake and dam occupied common areas maintained by the POAs.

On January 1, 2021, City Council approved Amendment No. 1 to Contract K-1617-137. The POAs transferred funds and donated drainage and access easements to the City. Limited to dam maintenance and inspection, the easements prohibit public recreational access. The City

will perform OWRB inspections, reporting, vegetation control, and structural maintenance; the POAs remain responsible for mowing, sidewalks, litter control, and non-structural improvements.

Under the amended agreement, the City issued RFQ 2122-11 on July 2, 2021, to select a CMaR. Downey Contracting LLC submitted the only proposal July 29. Following evaluation by the Developer and both POAs, negotiations began August 26.

On September 7, 2021, Downey proposed a $10,000 bid administration fee and a CMaR fee of 8% of construction costs. City staff found the proposal fair and consistent with industry standards, and City Council approved Contract K-2122-67 on October 12. Downey administered bidding; bids opened December 9. Its Guaranteed Maximum Price of $1,085,088.90 was rejected because it substantially exceeded the project budget.

In March 2024, the City pursued a FEMA High Hazard Potential Dam (HHPD) Grant as an OWRB subrecipient. The parties executed Amendment No. 2 and a Memorandum of Understanding, and City Council approved Resolution R-2324-134 on March 26, 2024.

In June 2025, FEMA awarded $1.15 million for the project using a 65% federal/35% local split. The $402,500 minimum local match would come from the $593,478.95 already held by the City for construction.

On June 24, 2025, City Council accepted the grant through Contract K-2425-137 and appropriated the funds.

On September 23, 2025, City Council approved contract K-2526-32 with C-P Integrated Services Inc., for the construction of the Misty Lake Dam Repair Project in the amount of $580,672.50. During that same meeting, City Council approved Change Order No. 1 to Contract K-2526-32 increasing the contract amount by $169,927.50 to $750,600.00.

On February 13, 2026, the City Manager approved Change Order No. 2 to Contract K-2526-32 adding 60 calendar days to the project.

On March 20, 2026, the City Manager approved Change Order No. 3 to Contract K-2526-32 adding 60 calendar days to the project.

DISCUSSION:

Construction contracts establish both the cost of the work and the period of performance within which the contractor is required to complete it. The period of performance is specified in the bid documents and incorporated into the contract. During construction, progress is evaluated against this schedule, and any proposed adjustment to contract time must be documented and reviewed in accordance with the contract provisions.

The project was completed at the original contract amount; however, completion exceeded the established period of performance. The current contract provided 210 days for completion, while the actual construction duration was 287 days, exceeding the current contract period by 77 days.

Proposed Change Order No. 4 requests 77 additional days and includes no adjustments to the contract amount. Please see the attached Change Order No. 4 for a complete list of additional contract days.

RECOMMENDATION 1:

Staff recommends that Change Order No. 4, increasing the duration of Contract K-2526-32 for the Misty Lake Dam Repair project with C-P Integrated Services, Inc., by 77 days be approved.

RECOMMENDATION 2:

Staff further recommends final acceptance of the Misty Lake Dam Repair project, Contract K-2526-32, and final payment to C-P Integrated Services Inc., be approved in the amount of $37,530.01. Funds are available in the Misty Lake Dam Repair Project (DR0065, 50596666-46101 Construction).

CHANGE ORDER SUMMARY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. 4 DATE: October 13, 2026

CONTRACT NO.: K-2526-32 SUBMITTED BY: Jason Murphy

PROJECT: Summit Lakes Dam Rehabilitation

CONTRACTOR: C-P Integrated Services, Inc
3007 NW 63rd St, Suite 205
Oklahoma City, Oklahoma 73116

Original Completion Date: January 15, 2026

Previous Completion Date: May 15, 2026 ORIGINAL CONTRACT AMOUNT $ 580,672.50

(Increase) this change order 77 Calendar Days

New Completion Date: July 31, 2026 PRESENT CONTRACT AMOUNT $ 750,600.00

DESCRIPTION	INCREASE	DECREASE
Change in Unit Prices	$0.00	($0.00)

NET CHANGE $0.00

CONTRACT AMOUNT $750,600.00

CONTRACTOR: _____ DATE: 9/25/26

ENGINEER: _____ DATE: 9/30/26

CITY ATTORNEY: _____ DATE: 10/8/26

ACCEPTED BY: _____ DATE: _____
(Mayor)

Signatory Notarization

STATE OF __Oklahoma_____, COUNTY OF __Oklahoma_____, SS:

Before me, the undersigned, a Notary Public in and for said Lance Rollins of the C-P Integrated Services, Inc, its Executive Vice President, to me known to be the identical person(s) who executed the foregoing Change Order #4 and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal this _18th___ day of _September___, 2026__.

My Commission Expires: ___03/03/2028_____

Notary Public: _____



City of Norman
Purchasing Division
P.O. Box 370
Norman, OK 73070

AFFIDAVIT

State of Oklahoma

County of Oklahoma

PO No. _____

Invoice No. 309048

Amount $ 37,530.01

In accordance with the Constitution of the State of Oklahoma Title 62, Section 310.9, this form must be completed and Submitted before any invoice over $25,000.00 can be processed for payment.

The undersigned CONTRACTOR, of lawful age, being duly sworn, on oath says that this invoice or claim is true and correct and that (s)he is authorized to submit the invoice pursuant to an approved Contract. Affidavit further states that the work as shown by this invoice have been completed in accordance with the plans, specifications furnished the Affidavit. Affidavit further states that (s)he has made no payment, given, or donated or agreed to pay, give or donate, either directly or indirectly, to any elected official, officer or employee of the City of Norman, or money or any other thing of value to obtain payment of the invoice or procure award of this Contract order pursuant to which an invoice is submitted.

Dominda Fuchs

Company Name

C-P Integrated Services Inc

By: Architect, Contractor, Supplier, Engineer or Supervisory

_____

Official

Subscribed and sworn to before me this 14th day of August, 20 26.

Stephanie D Hess

Notary Public
(or officer having power to administer oaths)

STEPHANIE D. HESS
NOTARY
13009071
EXP. 10/01/29
PUBLIC
STATE OF OKLAHOMA

My Commission Expires:
10-1-2029

APPLICATION AND CERTIFICATE FOR PAYMENT

(OWNER): City of Norman
201 W Gray Street
Norman, OK 73069

Project: Misty Lake Dam Rehab
K-2526-32

Application No: 12
Invoice No: 309048
Period To: 8/14/2026

From: C-P Integrated Services, Inc.
3007 N.W. 63rd Street, Ste 205
Oklahoma City, OK 73116

Via (Architect):

Architect's Project No:

Contract Date: 8/25/2025

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	0.00
Approved this month	0.00	0.00
TOTALS	0.00	0.00
Net change by change orders	0.00	

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1.	ORIGINAL CONTRACT SUM	$	750,600.00
2.	Net change by Change Orders	$	0.00
3.	CONTRACT SUM TO DATE (LINE 1+/-2)	$	750,600.00
4.	TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheet)	$	750,600.00
5.	RETAINAGE	$	0.00
6.	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5)	$	750,600.00
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	713,069.99
8.	SALES TAX	$	0.00
9.	CURRENT PAYMENT DUE	$	37,530.01
10.	BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payment received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: C-P Integrated Services, Inc.
By: [signature] Date: 8/14/26

State of: OKLAHOMA County of: OKLAHOMA
Subscribed and sworn to before me this 14th day of August 2026

Notary Public: Stephanie D Hess
My Commission expires: 10-1-2029

STEPHANIE D. HESS NOTARY PUBLIC # 13009071 EXP. 10/01/29 STATE OF OKLAHOMA

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....$
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By_____ Date_____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

NTINUATION SHEET

LICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Application Number: 12
Application Date: 8/14/2026
Period To: 8/14/2026
Architect's Project No:

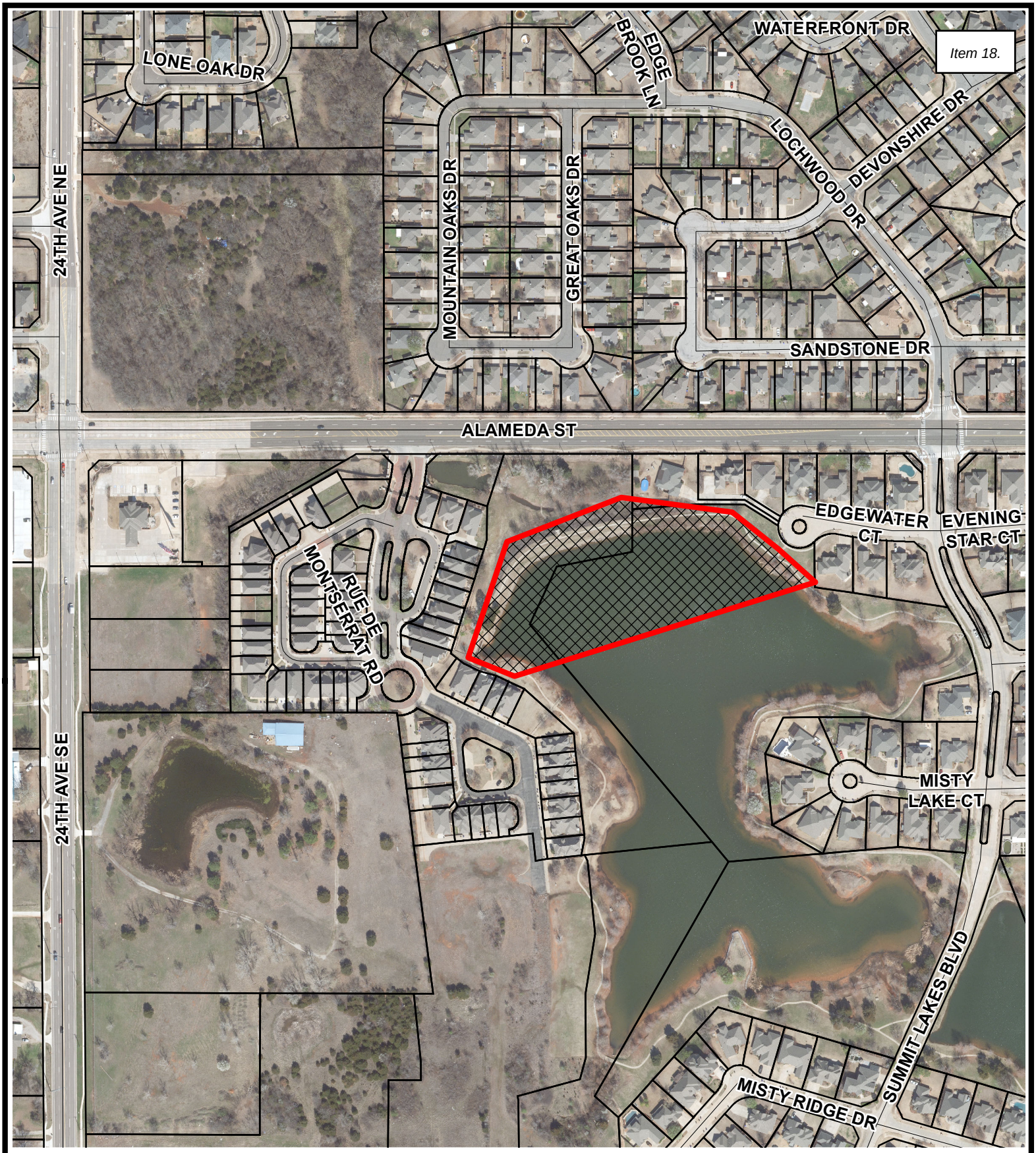
A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK BILLED FROM PREV APPLICATION (D+E+F)	WORK BILLED THIS PERIOD	MATERIALS STORED THIS PERIOD	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
Borrow									
1.001A	6" F758 PVC Pipe, Perforated (	70,000.00	70,000.00	0.00	0.00	70,000.00	100	0.00	0.00
1.002A	6" F758 PVC Pipe, Non-perforat	2,550.00	2,550.00	0.00	0.00	2,550.00	100	0.00	0.00
1.003A	Dewatering	150,000.00	150,000.00	0.00	0.00	150,000.00	100	0.00	0.00
1.004A	Concrete Manhole (6' Diameter)	11,750.00	11,750.00	0.00	0.00	11,750.00	100	0.00	0.00
1.005A	CLASS A CONCRETE	13,500.00	13,500.00	0.00	0.00	13,500.00	100	0.00	0.00
1.006A	Drain Line Cleanout with Locki	7,500.00	7,500.00	0.00	0.00	7,500.00	100	0.00	0.00
1.007A	Tree Removal	12,500.00	12,500.00	0.00	0.00	12,500.00	100	0.00	0.00
1.008A	Tree Protection	4,000.00	4,000.00	0.00	0.00	4,000.00	100	0.00	0.00
1.009A	Clearing and Grubbing	15,000.00	15,000.00	0.00	0.00	15,000.00	100	0.00	0.00
1.010A	Remove Existing Sidewalk	8,500.00	8,500.00	0.00	0.00	8,500.00	100	0.00	0.00
1.011A	Remove Existing Stairway	15,000.00	15,000.00	0.00	0.00	15,000.00	100	0.00	0.00
1.012A	Remove Existing Steel Bollards	750.00	750.00	0.00	0.00	750.00	100	0.00	0.00
1.013A	Cut	20,733.30	20,733.30	0.00	0.00	20,733.30	100	0.00	0.00
1.013B	Fill	58,766.70	58,766.70	0.00	0.00	58,766.70	100	0.00	0.00
1.014A	4' Concrete Sidewalk	34,000.00	34,000.00	0.00	0.00	34,000.00	100	0.00	0.00
1.015A	5' Concrete Sidewalk	4,725.00	4,725.00	0.00	0.00	4,725.00	100	0.00	0.00
1.016A	Concrete Curb and Gutter	3,800.00	3,800.00	0.00	0.00	3,800.00	100	0.00	0.00
1.017A	4" Concrete Filled Steel Bolla	4,500.00	4,500.00	0.00	0.00	4,500.00	100	0.00	0.00

NTINUATION SHEET

LICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Application Number: 12
Application Date: 8/14/2026
Period To: 8/14/2026
Architect's Project No:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK BILLED FROM PREV APPLICATION (D+E+F)	WORK BILLED THIS PERIOD	MATERIALS STORED THIS PERIOD	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
1.018A	Solid Slab Bermuda Sod	108,625.00	108,625.00	0.00	0.00	108,625.00	100	0.00	0.00
1.019A	12" (Nom) Dia. Riprap with Fil	51,675.00	51,675.00	0.00	0.00	51,675.00	100	0.00	0.00
1.020A	6" (Nom) Dia. Riprap with Filt	4,725.00	4,725.00	0.00	0.00	4,725.00	100	0.00	0.00
1.021A	Construction Staking	10,500.00	10,500.00	0.00	0.00	10,500.00	100	0.00	0.00
1.022A	Traffic Management and Safety	12,500.00	12,500.00	0.00	0.00	12,500.00	100	0.00	0.00
1.023A	Silt Fence	24,448.59	24,448.59	0.00	0.00	24,448.59	100	0.00	0.00
1.023B	Construction Entrance	8,071.75	8,071.75	0.00	0.00	8,071.75	100	0.00	0.00
1.023C	Swppp	2,479.66	2,479.66	0.00	0.00	2,479.66	100	0.00	0.00
1.024A	Alameda Fence Removal and Repl	22,500.00	22,500.00	0.00	0.00	22,500.00	100	0.00	0.00
1.025A	Borrow	67,500.00	67,500.00	0.00	0.00	67,500.00	100	0.00	0.00
		750,600.00	**750,600.00**	**0.00**	**0.00**	**750,600.00**	**100**	**0.00**	**0.00**
		750,600.00	**750,600.00**	**0.00**	**0.00**	**750,600.00**	**100**	**0.00**	**0.00**



Map produced by the City of Norman Geographic Information System

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

Misty Lake Dam Rehabilitation

N

File Attachments for Item:

19. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF K-2526-106: BY AND BETWEEN THE CITY OF NORMAN AND PARATHON CONSTRUCTION, L.L.C., FOR THE FINAL ACCEPTANCE AND FINAL PAYMENT OF $12,112.70 FOR THE FYE 2026 CITY WIDE UNIT PRICE CONCRETE AND ALLEY MAINTENANCE PROJECT. (ALL WARDS).

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: Joseph Hill, Streets Program Manager

PRESENTER: Scott Sturtz, Director of Public Works

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF K-2526-106: BY AND BETWEEN THE CITY OF NORMAN AND PARATHON CONSTRUCTION, L.L.C., FOR THE FINAL ACCEPTANCE AND FINAL PAYMENT OF $12,112.70 FOR THE FYE 2026 CITY WIDE UNIT PRICE CONCRETE AND ALLEY MAINTENANCE PROJECT. (ALL WARDS).

BACKGROUND:

The City of Norman Streets Division is responsible for the daily maintenance of over 750 centerline roadway miles and over 80 bridges. The City of Norman Streets Division is comprised of 33 staff, of which 29 are field oriented maintenance positions. These 29 positions are separated into 5 crews that perform maintenance tasks ranging from roadside safety mowing, pothole patching and repair, asphalt deep patching, asphalt overlay, concrete panel repairs and even emergency response to natural disasters such as flooding, snow and ice events and tornadoes. Additionally, due to budgetary constraints the Streets Division was commissioned to self-perform the construction of larger projects, such as Saxon Industrial Road.

To accomplish additional repairs and maintenance, city staff regularly utilize third-party contractors to supplement the workload.

Council awarded a contract to Parathon Construction, L.L.C., of Edmond, Oklahoma in the amount of $600,000 (not to exceed) at the February 24, 2026, meeting to complete additional repair and maintenance items throughout Norman.

DISCUSSION:

Parathon Construction, L.L.C. completed the required work items related to the repair and maintenance of the City street systems on September 10, 2026.

Construction projects are awarded to the lowest responsible bidder. Contractor bids are determined using estimated plan quantities multiplied by the contractor's unit prices for all bid items of the contract. The total of all these costs represents the contractor's bid. During

construction, each quantity is verified in the field, and the contractor is to be reimbursed based on the actual quantity of materials and/or labor used.

Being a work order-based contract, the total cost for the work items requested was $484,508.00 and does not require a change order since it did not exceed the awarded amount of $600,00.00. The final payment amount owed to Parathon Construction, L.L.C., is $12,112.70, which includes release of all retainages. Funds for this payment are available within Alley Repair Program FYE 2025 (Project SC0765, Account 50593369-46101).

RECOMMENDATION NO. 1:

Staff recommends final acceptance of the FYE 2026 City Wide Unit Price Concrete and Alley Maintenance Project, Contract K-2526-106, and final payment to Parathon Construction, L.L.C., in the amount of $12,112.70.

City of Norman
Purchasing Division
P.O. Box 370
Norman, OK 73070

AFFIDAVIT

State of Oklahoma

County of Oklahoma

PO No. K-2526-106

Invoice No. 1288

Amount $ $12,112.70

In accordance with the Constitution of the State of Oklahoma Title 62, Section 310.9, this form must be completed and Submitted before any invoice over $25,000.00 can be processed for payment.

The undersigned CONTRACTOR, of lawful age, being duly sworn, on oath says that this invoice or claim is true and correct and that (s)he is authorized to submit the invoice pursuant to an approved Contract. Affidavit further states that the work as shown by this invoice have been completed in accordance with the plans, specifications furnished the Affidavit. Affidavit further states that (s)he has made no payment, given, or donated or agreed to pay, give or donate, either directly or indirectly, to any elected official, officer or employee of the City of Norman, or money or any other thing of value to obtain payment of the invoice or procure award of this Contract order pursuant to which an invoice is submitted.

Company Name - Parathon Construction, LLC

By: Architect, Contractor, Supplier, Engineer or Supervisory

Official

Subscribed and sworn to before me this 17th day of September, 20 26.

Notary Public
(or officer having power to administer oaths)

My Commission Expires:

BID 2526-21 CITY WIDE UNIT PRICE CONCRETE AND ALLEY MAINTENANCE, FYE 2026

APPLICATION AND CERTIFICATE FOR PAYMENT

LOCATION:

ENGINEER:

TO: CITY OF NORMAN:

CONTRACTOR: Parathon Construction, LLC

APPLICATION DATE: 9/17/2026 APPLICATION NO. 4

PERIOD FROM: 8/1/2026 TO: 9/17/2026

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner	ADDITIONS $	DEDUCTIONS $
TOTAL	0.00	0.00

Subsequent Change Orders

Number	Approved (Date)		

TOTALS	
Net change by Change Orders	$ 0.00

Application is made for Payment, as shown below, in connection with the Contract. The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM	$ 600,00.00
Net change by Change Orders	$ 0.00
CONTRACT SUM TO DATE	$ 600,000.00
TOTAL COMPLETED & STORED TO DATE	$ 484,508.00
RETAINAGE _____ %	$
TOTAL EARNED LESS RETAINAGE	$ 472,395.30
LESS PREVIOUS CERTIFICATES FOR PAYMENT	$ (472,395.30)
	$ 12,112.70

The undersigned Contractor certifies that the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for work for which previous Certificates for Payment were issued and payments received from the City, and that the current payment shown herein is now due.

CONTRACTOR:
By: _____ Date: 9/17/2026

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Inspector certifies to the City that to the best of the Inspector's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. $_____

INSPECTOR:
BY: _____

ENGINEER/OWNER
BY: _____ _____

PAY ESTIMATE: _____ _____

		Previous Estimates	Payment Amount
Original Contract Amount	$ 600,000	#1	$ 140,570.55
Change Orders	$	#2	$ 42,234.15
New Contract Amount	$	#3	$ 289,590.60
Contract Amendments	$		$ -
Current Contract Amount	$ 600,000	Total Due to Date	$ 472,395.30

EARNING TO DATE	$ 484,508.00
LESS 5.00% RETAINAGE	$
LESS PREVIOUS ESTIMATES	$ 472,395.30
Total Due this Estimate	$12,112.70

Inv

Parathon Construction LLC

PO BOX 1287
Edmond, OK 73083-1287
405.605.6006

Date	Invoice #
9/17/2026	1288

Bill To

City of Norman
Purchasing Division
PO Box 370
Norman, OK 73070

Ship To

Terms

Description	Qty	U/M	Rate	Amount
Retainage Receivable_Project Complete	1		12,112.70	12,112.70

Total $12,112.70

Balance Due $12,112.70

File Attachments for Item:

20. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-107: BY AND BETWEEN NORMAN UTILITIES AUTHORITY AND ARDURRA GROUP, INC. IN THE AMOUNT OF $517,420 TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE ROBINSON 30-INCH WATER LINE – 12TH NE TO PORTER PROJECT AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT. (WARD 4)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: Ken Giannone, P.E., Capital Projects Engineer

PRESENTER: Ken Giannone, P.E., Capital Projects Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-107: BY AND BETWEEN NORMAN UTILITIES AUTHORITY AND ARDURRA GROUP, INC. IN THE AMOUNT OF $517,420 TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE ROBINSON 30-INCH WATER LINE – 12TH NE TO PORTER PROJECT AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT. (WARD 4)

BACKGROUND:

The Robinson Waterline project will ultimately provide over 6 miles of 16, 24, and 30-inch transmission main between Brookhaven Water Tower and Norman Water Treatment Plant to increase reliability of Norman's water distribution system. To date, four phases of the project covering 3.5 miles of transmission main have been completed, and a fifth phase covering an additional mile is in final design and should be ready for bidding by early 2027. The final phase consists of two projects between Flood and 12th Ave N.E. This project covers the segment between 12th Ave N.E. and Porter.

On July 17, 2025, NUA issued Request for Qualifications (RFQ) 2526-8 to engineering firms for various water and wastewater infrastructure projects including the segment of the Robinson 30" Water Line (Project WA0242) between 12th Ave N.E. and Porter Avenue. Ardurra Group, Inc. (Ardurra) was selected to provide professional engineering services for this project.

DISCUSSION:

This contract provides for Ardurra to perform the following services:

1. Preliminary Design Services;
2. Final Design Services;
3. Bid Phase Services;
4. Limited Construction Phase Services;
5. Record Document Services;
6. Additional Services (if required to complete project)

The total fee for this work is $517,420. To fund the project, staff proposes transferring $400,000 within the Robinson water line project budget from the land account (WA0242-Land, account 31996683-46001), which has an available balance of $726,435, to the design account (WA0242-Design, account 31996683-46201). With the proposed transfer, the design account will have a balance of $989,977.22.

RECOMMENDATION:

Staff recommends the Norman Utilities Authority approve Contract No. K-2526-107 in the amount of $517,420 with Ardurra Group, Inc. for professional engineering services and budget transfer between project accounts associated with the Robinson 30-Inch Water Line – 12th Ave N.E. to Porter project.

AGREEMENT

FOR

ENGINEERING SERVICES

This AGREEMENT, between the Norman Utilities Authority (OWNER) and Ardurra Group Inc., (ENGINEER).

WITNESSETH

WHEREAS, OWNER intends to install a 30-inch transmission main generally from 12th Avenue NE to N Porter.

WHEREAS, OWNER desires to contract with an engineer to provide preliminary and final design services, bidding services, construction administration services, and record document services (the SERVICES); and,

WHEREAS, ENGINEER is prepared to provide said SERVICES, and.

NOW THEREFORE, in consideration of the promises contained in this AGREEMENT, OWNER and ENGINEER agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be _____.

ARTICLE 2 - COMPLETION DATE

ENGINEER shall complete the SERVICES in accordance with Attachment A, Project Schedule.

ARTICLE 3 - GOVERNING LAW

The laws of the state of Oklahoma shall govern this AGREEMENT.

ARTICLE 4 - SERVICES TO BE PERFORMED BY ENGINEER

ENGINEER shall perform the SERVICES described in Attachment B, Scope of Services.

ARTICLE 5 - COMPENSATION

OWNER shall pay ENGINEER in accordance with Attachment C, Compensation.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

6.1. OWNER-Furnished Data: Upon request, OWNER will provide to ENGINEER all data in OWNER's possession relating to ENGINEER's SERVICES on the PROJECT. Such data may include electronic data available from the OWNER's Geographic Information System (GIS), data generated by OWNER's water distribution system model and existing water quality data. ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER. OWNER's data is provided for temporary use or copying by ENGINEER.

6.2. Access to Facilities and Property: OWNER will make its facilities accessible to ENGINEER as required for ENGINEER's performance of its SERVICES.

6.3. Timely Review: OWNER will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; and transmit OWNER comments or other decisions to ENGINEER in a timely manner.

6.4. Meetings: OWNER will participate in monthly progress meetings or other meetings with ENGINEER or contractor(s) defined in Scope of Services.

6.5. Advertisements, Permits, and Access: Unless otherwise agreed to in the Scope of Services, OWNER will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for ENGINEER's SERVICES or PROJECT construction.

6.6. Hazardous Substances: Unless otherwise provided in this Agreement, Contractor shall have no responsibility for the discovery, presence, handling, removal, disposal of, or exposure of persons to hazardous material or waste in any form at the Project site. If hazardous substances in any form are encountered or suspected, ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation. ENGINEER will, if requested by OWNER, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend necessary remedial measures at an additional fee with contract terms to be negotiated.

ARTICLE 7 - STANDARD OF CARE

ENGINEER shall exercise the same degree of care, skill and diligence in the performance of the SERVICES as is ordinarily possessed and exercised by a professional engineer under similar circumstances. ENGINEER shall correct the SERVICES that fail to satisfy this standard of care. No warranty, express or implied is included in this AGREEMENT or in any drawing, specifications, report or opinion produced pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY AND INDEMNIFICATION

8.1 General. Having considered the potential liabilities that may exist during the performance of the SERVICES, the benefits of the PROJECT, the ENGINEER's fee for the SERVICES and in consideration of the promises contained in this AGREEMENT, OWNER and ENGINEER agree to allocate and limit such liabilities in accordance with this Article.

8.2 Indemnification and Liability. The ENGINEER agrees to defend, indemnify, and hold harmless the OWNER, its officers, servants, and employees, from and against legal liability for all claims, losses, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees) caused by a negligent act, error, or omission of the ENGINEER in the performance of services under this Agreement. OWNER agrees to defend, indemnify, and hold harmless the ENGINEER, its officers, servants, and employees, from and against legal liability for all claims, losses, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees) caused by a negligent act, error, or omission of the OWNER in the performance of services under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. The ENGINEER and the OWNER each agree to promptly service notice on the other party of any claims arising hereunder and shall cooperate in the defense of such claims. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the ENGINEER shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to OWNER at common law.

8.3 Employee Claims. ENGINEER shall indemnify OWNER against legal liability for damages arising out of claims by ENGINEER's employees. To the extent permitted by applicable law, OWNER shall indemnify ENGINEER against legal liability for damages arising out of claims by OWNER's employees.

8.4 Survival. Upon completion of all SERVICES obligations and duties provided for in this AGREEMENT or if this AGREEMENT is terminated for any reason the terms and conditions of this Article shall survive.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT ENGINEER shall maintain the following insurance:

9.1 Worker's compensation insurance for ENGINEER's employees as required by Oklahoma Workers Compensation Statutes.

9.2 Comprehensive general liability insurance with a minimum of $1,000,000 per each occurrence and $2,000,000 aggregate.

9.3 Comprehensive automobile liability insurance with a minimum of $1,000,000 combined limit.

9.4 Professional Liability (errors and omissions) insurance providing a minimum policy value of $2,000,000 aggregate.

ENGINEER shall furnish OWNER certificates of insurance that shall include a provision that such insurance shall not be canceled without at least thirty days written notice to OWNER. All PROJECT contractors shall be required to include OWNER and ENGINEER as additional insured on their General Liability Insurance policies.

ENGINEER and OWNER each shall require its insurance carriers to waive all rights of subrogation against the other and its directors, officers, partners, commissioners, officials, agents and employees for damages covered by property insurance during and after the SERVICES. A similar provision shall be incorporated into all contractual arrangements entered into by OWNER and shall protect OWNER and ENGINEER to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

ENGINEER shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with the PROJECT; (2) the failure of any contractor, subcontractor, vendor or other PROJECT participant, not under contract to ENGINEER, to fulfill contractual responsibilities to the OWNER or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates and licenses required for any construction unless such responsibilities are specifically assigned to ENGINEER in Attachment B, Scope of Services.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since ENGINEER has no control over the cost of labor, materials or equipment furnished by others or over the resources provided by others to meet PROJECT schedules, ENGINEER's opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional engineer. ENGINEER does not guarantee that proposals, bids, or actual PROJECT costs will not vary from ENGINEER's cost estimates.

ARTICLE 12 - REUSE OF DOCUMENTS

Upon OWNER's request ENGINEER shall furnish OWNER with deliverables and/or other data on electronic media. All documents, including but not limited to, drawings, specifications and computer software prepared by ENGINEER pursuant to this AGREEMENT are instruments of Service in respect to the PROJECT. Said documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other PROJECT.

ARTICLE 13 - TERMINATION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this AGREEMENT for OWNER's convenience upon written notice to ENGINEER. ENGINEER shall terminate or suspend performance of the SERVICES on a schedule acceptable to OWNER. If termination or suspension is for OWNER's convenience, OWNER shall pay ENGINEER for all the SERVICES performed to date, amount not to exceed the normal fee amount due for the SERVICES rendered and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to ENGINEER's compensation.

ARTICLE 14 - DELAY IN PERFORMANCE

Neither OWNER nor ENGINEER shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riot and other civil disturbances; strikes, work slowdowns and other labor disturbances;

sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or SERVICES required to be provided by either OWNER or ENGINEER under this AGREEMENT.

Should such circumstances occur, the non-performing party shall, within a reasonable period after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 15 - COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

ENGINEER: Kyle Drury, Client Service Manager
Ardurra Group Inc.
210 Park Ave, Suite 2100
Oklahoma City, Oklahoma 73102
940-357-9500
kdrury@ardurra.com

OWNER: Kenneth Giannone, Capital Projects Engineer
City of Norman – Utilities Department
225 N Webster Avenue
P.O. Box 370
Norman OK 73069 / 73070
405-366-5443
kenneth.giannone@normanok.gov

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ENGINEER and OWNER.

ARTICLE 16 - WAIVER

A waiver by either OWNER or ENGINEER of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 17 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid Provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision, which is of the essence of this AGREEMENT, be determined void.

ARTICLE 18 – NON-DISCRIMINATION

In connection with the performance of work under this contract, the ENGINEER agrees as follows:

A. The ENGINEER agrees not to discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. The ENGINEER shall take affirmative action to ensure that employees are treated without regard to their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer,

recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The ENGINEER and any companies subcontracted shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City of Norman setting forth the provisions in this section.

B. In the event of the ENGINEER's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The ENGINEER may be declared by the City Council ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the ENGINEER.

C. The ENGINEER agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

ARTICLE 19 - INTEGRATION

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and ENGINEER. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT. This AGREEMENT, including its attachments and schedules, may only be changed by a written amendment executed by both parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment A - Schedule
Attachment B - Scope of Services
Attachment C - Compensation
Exhibit 1 – Project Location Map

ARTICLE 20 - SUCCESSORS AND ASSIGNS

OWNER and ENGINEER each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this AGREEMENT and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this AGREEMENT.

ARTICLE 21 - ACKNOWLEDGEMENT.

If ENGINEER has 10 or more full-time employees during the term of this Agreement, and this Agreement has a value of one hundred thousand dollars ($100,000) or more, ENGINEER hereby represents, warrants, and covenants to the OWNER that, in accordance with and pursuant to 21 O.S. § 1289.31 (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

IN WITNESS WHEREOF, OWNER and ENGINEER have executed this AGREEMENT.
DATED this 9th day of October 2026.

Ardurra Group Inc. - COMPANY

By: _____

Title: Client Services Manager

ATTEST

_____
Crystal L. Kowalik

STATE OF Oklahoma, COUNTY OF Oklahoma, SS:

Before me, the undersigned, a Notary Public in and for said Kyle Drury of Ardurra Group Inc. its Client Service Manager, to me known to be the identical person(s) who executed the foregoing Agreement and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal this 9th day of October, 2026.

My Commission Expires: 29th August 2030

Notary Public: _____

TAMMY MARKEE
Notary Public, State of Oklahoma
Commission #22011774
My Commission Expires 08/29/2030

Norman Utilities Authority- OWNER

APPROVED as to form and legality this 9 day of Oct, 2026.

_____
City Attorney

APPROVED by the Trustees of the Norman Utilities Authority this _____ day of _____, 20____.

ATTEST

By: _____ _____

Title: _____ _____

ATTACHMENT A

SCHEDULE

Preliminary Design

• Water Line Route Analysis	3 weeks after NTP
• Topo Survey	6 weeks after approval of route
• Preliminary 35% PNPs	3 weeks after receipt of topo survey
• City review	2 weeks (estimated)

Final Design

• 90% Design	8 weeks after receipt of final city comments
• City Review	3 weeks (estimated)
• 100% Design	2 weeks after receipt of final city comments

Bid Phase

• Advertisement/Pre-bid mtg	3 weeks (estimated)
• Bid Opening /Recommendation	1 week maximum
• Award Contract	3 week (estimated)

Construction

• Pre-Con mtg/NTP	3 weeks after award
• Construction	26 weeks (estimated)
• Construction Closeout	2 weeks after final completion date

NOTE: The completion of all schedule items that include "(estimated)" are dependent on others so schedule time above is a best estimate at this time.

ATTACHMENT B

SCOPE OF SERVICES

Norman Utilities Authority (OWNER) is developing a 30-inch water transmission main from 12th Avenue NE to Flood Avenue to meet customer demand and provide resiliency for customers on the west side of Norman. This PROJECT will consist of the design of a portion of that area, which consists of approximately 4,500 linear feet of 30-inch C-900 PVC water line along or under Robinson Street. The PROJECT limits extend from N Porter Avenue on the west to approximately 400 feet west of 12th Avenue NE. Under this contract, this project will consist of the following phases of work with their associated tasks:

1. Preliminary Design –Route Analysis Technical Memorandum, 35% Design including Technical Memorandum35% P&P Sheets and Preliminary Opinion of Probable Construction Cost (OPCC).
2. Final Design –90% and 100% Design Plans, Project Specifications, and OPCC for the waterline design.
3. Bid Phase Services.
4. Construction Phase Services.
5. Construction Record Document Services.
6. Additional Services as authorized by the OWNER.

1. Preliminary Design Services

Basic Services provided by the ENGINEER will generally be covered under five main activities: Project Management and Coordination, Technical Memorandums, Detailed Design, Bid Phase Services, and Construction Phase Services. Specific tasks for each activity are identified in the following sections.

1.1. Water Line Route Analysis

1.1.1. Prepare a Route Analysis Technical Memorandum that reviews at least three alternate water line routes with easement and permitting requirements, utility coordination, coordination with other stakeholders and OPCC.

1.2. Geotechnical Engineering

1.2.1. Geotechnical investigation will occur on parcels where ROE has been obtained at the selected sites. Soil borings will be advanced in selected locations based on surface conditions, pre-existing geotechnical data and other factors. When possible, soil borings will be placed on public ROW. Samples will be acquired, and laboratory tests will be conducted to provide engineering data necessary for the design.

1.2.2. The borings will be backfilled using bentonite grout. Pavement will be patched with either ready-mix concrete or asphalt cold patch to match the existing pavement. Actual work required will be refined as the PROJECT progresses. Billing will be based on actual work performed by the geotechnical subcontractor.

1.3. Topographic and Easements Survey:

1.3.1. Surveying will be conducted by the ENGINEER, or its qualified, licensed surveyor. Survey scope of work will include the following tasks:

1.3.2. Utility coordination. Prior to commencing any topographic fieldwork, the surveyor will coordinate with, collect, and review available public and private utility records within the project limits. The surveyor will submit a utility locate request for the project limits to Okie 811 at least 72 hours prior to survey. Contact members listed on the OKIE ticket, request utility atlas maps, and plot atlas maps as "per atlas map" if said maps are provided by the Utility Owner. Follow-up field activities will be performed as additional field markings are made by respective Utility Owners.

1.3.3. Right-of-Way and Property. Survey will locate and tie existing ROW, property lines and easements including type, size, volume and page, where applicable, as provided on the County Assessors GIS Map data.

1.3.4. Survey will horizontally and vertically pick up visible surface features; drainage features, (i.e. curb inlets, storm drain manholes, culvert headwalls, flowlines); wastewater manholes with flowlines; valve boxes, with top of nut elevation, air/vacuum release valve vaults, curbs; signs; sidewalks; driveways, building locations; type and height of existing fences/retaining walls; trees and/or tree; roadways (surface noted); railways (top of rails); and city, county and franchise utilities (as provided by Okie 811 utility locate request) visible and marked within the project area.

1.3.5. Methods and precision. Survey coordinates will be reported on the NGS Oklahoma State Plane Coordinate System, South Zone, NAD83 for Horizontal and NAVD 88 Vertical. Horizontal and vertical control will be set using multiple observed RTK with averages. Survey to conform to and with the Oklahoma Minimum Standards as defined in INSTRUCTION MANUAL FOR TOPOGRAPHIC AND PLANIMETRIC MAPPING as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Surveyors.

1.3.6. Surveyor will research boundaries, subdivision plats, rights-of-way (ROW) and easements of which the surveyor has knowledge, which may affect the physical boundaries of the project. Easements with volume and page numbers (as provided) will be identified and labeled in the survey submittal. Research will include public record resources, including but not limited to county records; ODOT records; franchise utility records (gas, telephone, electric, cable and others); ownership or easement records as available; and title/abstracting reports from owner on proposed easement parent tracts.

1.3.7. Deliverables

1.3.7.1. Survey Data will be delivered as a Civil 3D file
1.3.7.2. The above listed Ownership and Road Profile(centerline)Exhibits.
1.3.7.3. Overall drawing with the line and right-of-way shown in AutoCAD 2000 format with control.
1.3.7.4. Electronic Ownership Plat and Road Profile(centerline).

1.4. Subsurface Utility Engineering (if necessary)

1.5. Opinion of Probable Construction Cost

1.5.1. ENGINEER will provide an AACE Class 4 Opinion of Probable Construction Cost (OPCC) to reflect costs associated with the anticipated Project.

1.5.2. In providing opinions of costs, financial analysis, economic feasibility projections, and schedules for the project, the ENGINEER has no control over cost or price of labor and materials; unknown conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operation personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the ENGINEER makes no warranty that the OWNER's actual project cost, financial aspects, economic feasibility, or schedules will not vary from the ENGINEER's opinions, analyses, projections, or estimates.

1.6. Draft Technical Memorandum

1.6.1. The Engineer shall prepare a Technical Memorandum (TM) that includes a summary of the selected alignment, utility coordination, easement requirements, permitting requirements, and any other important design considerations. The TM shall also include the 30% Plan and Profile sheets. The profile will be limited to a preliminary waterline elevation based on anticipated utility conflicts, service connections, and reconnections to existing waterlines. Profile will include top of pipe, known utility conflicts, connections and existing ground profile along the centerline of the proposed alignment.

1.7. Final Technical Memorandum

1.7.1. After receiving input and comments from the OWNER, ENGINEER shall update and finalize the TM. ENGINEER shall deliver three (3) bound hard copies and one (1) pdf electronic copy of the final technical memorandum to the OWNER.

2. FINAL DESIGN

2.1. Meetings

2.1.1. Upon approval of Technical Memo and the included 30% plans, the ENGINEER shall conduct one (1) design phase initiation meeting with the CITY. In this meeting, the ENGINEER will review and confirm the scope, schedule, resources, responsibilities. The ENGINEER and the CITY will clarify and define the CITY's expectations; requirements; equipment, valves, and piping preferences; and responsibilities for the Project.

2.1.2. The ENGINEER will conduct review workshops with the CITY. The review workshops shall be at the 90% and final design milestones. The ENGINEER shall provide the following items no later than seven (7) days prior to each review workshop: agenda, half-size (11"x17") drawings (PDF format), and specifications (PDF format).

2.1.3. The ENGINEER will conduct project team coordination meetings as requested by the OWNER.

2.1.4. The ENGINEER will conduct internal quality control (QC). OWNER may request documentation of QC activities at their discretion.

2.2. 90% Design

2.2.1. The ENGINEER will prepare, for the approval by the OWNER, drawings and specifications setting forth in detail the requirements for the construction of the Project, which shall comply with all applicable laws, statutes, ordinances, codes, and regulations. The standard of care applicable to the ENGINEER's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time of such services are performed. The ENGINEER will re-perform any service not meeting this standard of care without additional compensation.

2.2.2. The 90% design package shall consist of the following items:

2.2.2.1. General Sheets which will include a cover sheet, sheet index, project location map, quantities and pay items, construction pay item summary, general construction notes, survey coordination sheet, overall site plan, erosion control, traffic control, and details.

2.2.2.2. Plan and Profile sheets shall show the following: proposed plan/profile, pipe size, appurtenance locations, existing utilities and utility easements, and pertinent information needed to construct

the project. Property lines, legal description (Lot Nos., Block Nos., and Addition Names) along with property ownership shall be provided on plan view.

2.2.2.3. ENGINEER will provide an AACE Class 3 OPCC to reflect costs associated with the anticipated Project.

2.2.3. The ENGINEER will utilize the City of Norman's Standard Specifications and Construction Drawings (City Specifications) to the maximum extent possible. Additional technical specifications will be prepared as required to supplement the City Specifications.

2.3. Permitting and Utility Coordination

2.3.1. After completion of the 90% quality control review meeting and prior to the advertisement for bids, ENGINEER will provide contract documents and prepare an engineering design report and calculations to comply with ODEQ requirements to obtain a Permit to Construct. OWNER will electronically submit the application package to ODEQ for review. If necessary, incorporate modifications requested by ODEQ. The OWNER will be responsible for fees associated with the permitting process.

2.3.2. Submit plans as required to all private utility companies that may be affected by the project.

2.4. Final Design

2.4.1. ENGINEER will provide a written response to OWNER 90% comments and will modifiy documents incorporating required changes including, but not limited to, any ODEQ or private utility required changes. ENGINEER will provide the following sealed construction contract documents to OWNER: two (2) half-size (11"x17") drawing sets; two (2) specification sets; a Final OPCC and PDF files of the aforementioned documents.

2.4.2. The final design package shall consist of the following items: Updated 90% design package with updated drawings, specifications, and an updated AACE Class 2 OPCC.

3. BID PHASE SERVICES

3.1. Pre-Bid Activities

3.1.1. Assist the OWNER in the advertisement of the project for competitive bids.

3.1.2. Assist the OWNER in securing bids, preparing addenda, issuing notice to bidders and notifying construction news publications. The notice to bidders will be furnished to the OWNER for publication in the local news media. The cost for publications shall be paid by the OWNER. The ENGINEER will distribute bid documents, plans and specifications for the Project to prospective bidders via CivCast. Coordinate and conduct a pre-bid conference for the project for each bid package included in Basic Services.

3.1.3. In conjunction with the OWNER, ENGINEER will issue addenda in response to questions raised during the bidding process. ENGINEER will transmit addenda to all plan holders via CivCast.

3.1.4. Provide Engineer's Estimate if different from the Final OPCC.

3.2. Post-Bid Activities

3.2.1. Assist the OWNER in the opening and tabulation of bids for construction of project and recommend to the OWNER as to the proper action on all proposals received.

3.2.2. Assist the OWNER in coordinating the execution of the conformed contract documents. Provide conformed documents (plans and specifications) in electronic format (PDF OCR) via ftp site.

3.2.3. Preparation of additional copies of the documents for the OWNER or other parties will be performed by the ENGINEER as an ADDITIONAL SERVICE.

4. CONSTRUCTION PHASE SERVICES

4.1. Pre-Construction Conference and Monthly Progress Meetings

4.1.1. Conduct pre-construction conference and, in conjunction with the OWNER, issue clarifications in response to questions raised at the conferences. Agenda, minutes, and attendance will be completed by the ENGINEER.

4.1.2. Attend monthly progress meetings as needed with the OWNER and the PROJECT contractor. Meet with OWNER staff and/or the City Council for PROJECT discussions, coordination and presentations as required by the OWNER.

4.2. Field Activities

4.2.1. Represent the OWNER in Non-Resident construction administration of the project. In this capacity, the construction administration duties shall not place any responsibility on ENGINEER for the techniques, sequences and methods of construction or the safety precautions incident thereto, and the ENGINEER will not be responsible or liable in any degree for the Contractor's failure to perform the construction work in accordance with the Contract Documents.

4.3. Construction Documentation

4.3.1. Review samples, catalog data, schedules, shop drawings, geotechnical, laboratory, shop and mill test of material and equipment and other data which the CONTRACTOR is required to submit for conformance with the design concept of the project and compliance with the information given by the Contract Documents.

4.3.2. Interpret the intent of the plans and specifications for the OWNER and CONTRACTOR, responding to Requests for Information.

4.3.3. Review testing laboratories' reports and inspection bureaus required for the testing or inspection of materials, factory testing, etc., for the project. The cost of such laboratory tests or inspection shall be paid by the OWNER. Review daily construction reports and photo for general PROJECT progress.

4.3.4. Accompany the OWNER in conducting one (1) final completion inspection of the PROJECT for conformance with the design concept of the PROJECT and general compliance with the contract documents, and review and comment on the certificate of completion and the recommendation for final payment to the Contractor. Prepare a list of deficiencies to be corrected by the contractor before final payment is released.

4.3.5. ENGINEER will review and comment on the certificate of completion and the recommendation for monthly progress payments to the CONTRACTOR. Verification of quantities and completion of work shall be the responsibility of the OWNER. OWNER will provide a copy of the approved pay application to the ENGINEER.

4.3.6. Review and comment on the certificate of completion and the recommendation for final payment to the CONTRACTOR following final inspection of the completed Project.

4.3.7. Review, evaluate and prepare documentation related to change orders as required.

5. CONSTRUCTION RECORD DOCUMENTS

5.1. Construction Record Documents

5.1.1. Revise contract drawings with reference to the Contract Document required "red line" notations and the assistance of assigned OWNER or 3rd Party Resident Representative Staff. Revised drawings shall reflect available information as to how the work was constructed. Furnish construction record documents in PDF, CAD and GIS formats. No hardcopy will be required.

6. ADDITIONAL SERVICES

6.1 The following services can be provided by the Engineer if requested and approved by the Owner in writing:

6.1.1 Environmental and Cultural Resources review and investigation.

6.1.2 Obtaining any permits from regulatory agencies.

6.1.3 Neighborhood outreach program.

6.1.4 Performance of materials testing or specialty testing services.

6.1.5 Subsurface Utility Engineering – Level 'A'.

6.1.6 Additional services as required by the Owner.

ATTACHMENT C

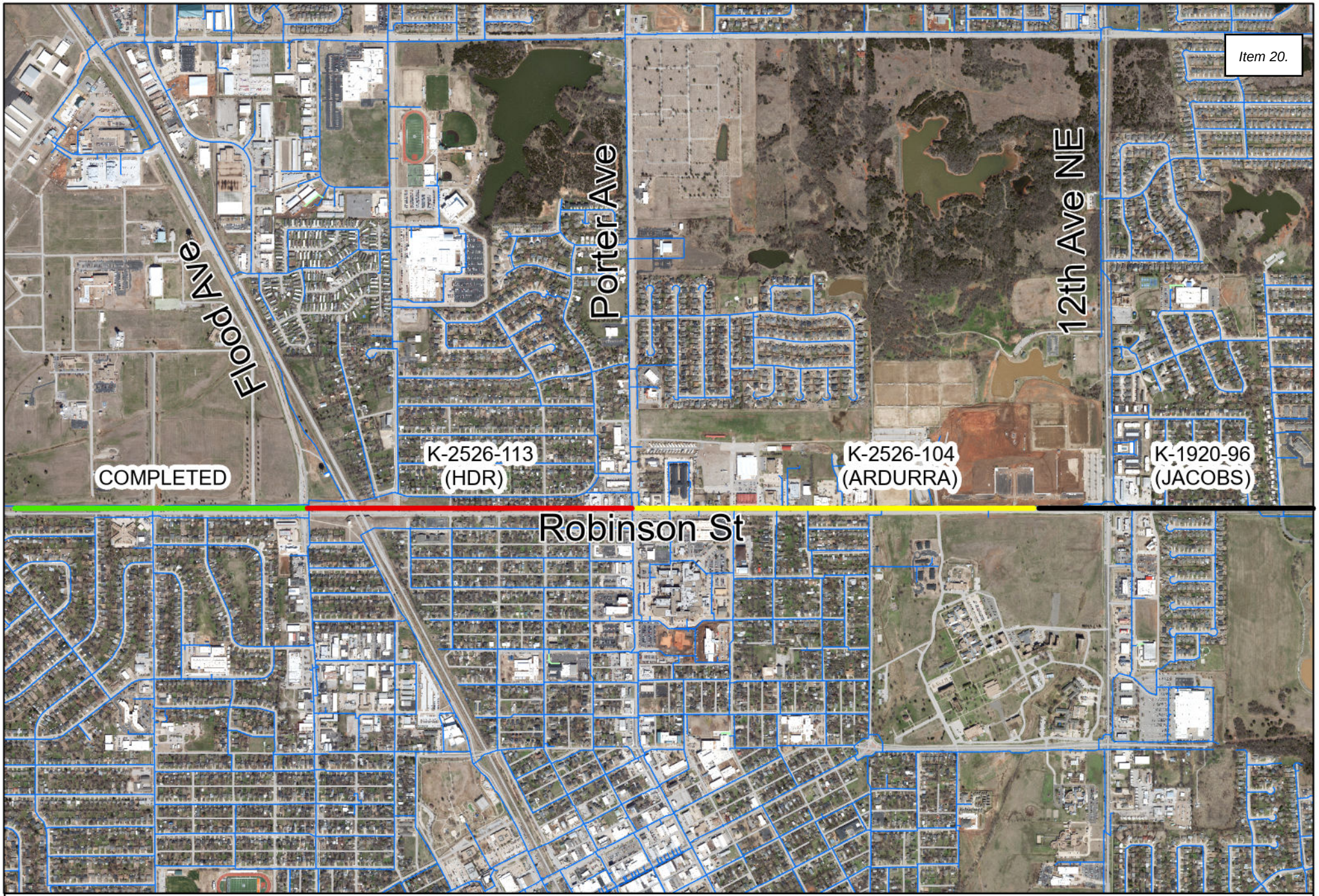
COMPENSATION

The OWNER will compensate ENGINEER on a lump sum basis for the SERVICES rendered. The lump sum fee is broken down below by task as defined in the Scope of Services:

Activity	Task Description	Lump Sum Amount
1	Preliminary Design Services	$140,000
2	Final Design Services	$200,700
3	Bid Phase Services	$37,820
4	Construction Phase Services	$90,740
5	Record Document Services	$8,160
6	Additional Services	$40,000
Total		**$517,420**

The ENGINEER may submit interim statements, not to exceed one per month, for partial payment for SERVICES rendered. The statements to OWNER will be by task for the percentage of work completed. The OWNER shall make interim payments within 30 calendar days in response to ENGINEER's interim statements.

Additional Services to be at the OWNER's sole discretion for services required for completion of the project. In no case may Additional Services be incurred or billed by ENGINEER without express advance approval from OWNER.



WA0242 - ROBINSON WATER TRANSMISSION

Map produced by the City of Norman Geographic Information System.

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

0 1,500 3,000 Feet

October 2, 2026

N

Water Mains

File Attachments for Item:

21. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2526-113: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND HDR ENGINEERING INC., IN THE AMOUNT OF $316,400 FOR ENGINEERING SERVICES FOR ROBINSON STREET WATER TRANSMISSION MAIN PROJECT – PORTER AVENUE TO FLOOD AVENUE. (WARDS 4 AND 8)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: Peter Wolbach, Utilities Staff Engineer

PRESENTER: Peter Wolbach, Utilities Staff Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2526-113: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND HDR ENGINEERING INC., IN THE AMOUNT OF $316,400 FOR ENGINEERING SERVICES FOR ROBINSON STREET WATER TRANSMISSION MAIN PROJECT – PORTER AVENUE TO FLOOD AVENUE. (WARDS 4 AND 8)

BACKGROUND:

The Robinson Waterline Replacement project will ultimately replace over 6 miles of 16-inch, 24-inch, and 30-inch transmission main between the Brookhaven Water Tower and Norman Water Treatment Plant to increase the reliability of Norman's water distribution system. To date, three phases of the project, covering approximately 3.5 miles of transmission main, have been completed.

This phase of the project includes approximately 3,200 linear feet of 30-inch C-900 PVC transmission main along Robinson Street. The limits of the proposed project extend from the railroad tracks adjacent to James Garner Avenue on the west to the east side of Porter Avenue on the east.

On July 17, 2025, the Norman Utilities Authority (NUA) issued Request for Qualifications (RFQ) 2526-8 to engineering firms for various water and wastewater infrastructure projects. HDR Engineering, Inc. (HDR), was selected to provide professional engineering services for the Robinson Waterline Replacement project referenced herein.

DISCUSSION:

This contract provides for HDR to perform the following services:

1. Preliminary Design Services;
2. Final Design Services;
3. Bid Phase Services;
4. Construction Phase Services; and
5. Production of As-Built Record Documents.

The contract also provides for Additional Services that may be authorized by the NUA as necessary. These services include potential water line improvements between Flood Avenue and the railroad, design associated with the railroad crossing, and other professional services that may become necessary as the project progresses.

The total fee for this work is $316,400, consisting of $276,400 for Basic Services and $40,000 for Additional Services. Funding for this work will be from the Robinson Waterline Replacement from Porter to Flood project (WA0242 Design, account 31996683-46201), which has an available balance of $589,977.22.

RECOMMENDATION:

Staff recommends that NUA approve Contract K-2526-113 between the NUA and HDR Engineering, Inc., in the amount of $316,400, for engineering services for the Robinson Water Transmission Main Project from Porter Avenue to Flood Avenue.

AGREEMENT

FOR

ENGINEERING SERVICES

This AGREEMENT, between the Norman Utilities Authority (OWNER) and HDR ENGINEERING, INC, (ENGINEER);

WITNESSETH

WHEREAS, OWNER intends to install a water transmission main generally along Robinson Avenue from N Porter Avenue to N Flood Avenue;

WHEREAS, OWNER desires to hire an engineer to perform preliminary engineering, final design, bidding support, construction administration, and record document services (the SERVICES); and,

WHEREAS, ENGINEER is prepared to provide said SERVICES; and.

NOW THEREFORE, in consideration of the promises contained in this AGREEMENT, OWNER and ENGINEER agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be _____.

ARTICLE 2 - COMPLETION DATE

ENGINEER shall complete the SERVICES in accordance with Attachment A, Project Schedule.

ARTICLE 3 - GOVERNING LAW

The laws of the state of Oklahoma shall govern this AGREEMENT.

ARTICLE 4 - SERVICES TO BE PERFORMED BY ENGINEER

ENGINEER shall perform the SERVICES described in Attachment B, Scope of Services.

ARTICLE 5 - COMPENSATION

OWNER shall pay ENGINEER in accordance with Attachment C, Compensation.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

6.1. OWNER-Furnished Data: Upon request, OWNER will provide to ENGINEER all data in OWNER's possession relating to ENGINEER's SERVICES on the PROJECT. Such data may include electronic data available from the OWNER's Geographic Information System (GIS), data generated by OWNER's water distribution system model and existing water quality data. ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER. OWNER's data is provided for temporary use or copying by ENGINEER.

6.2. Access to Facilities and Property: OWNER will make its facilities accessible to ENGINEER as required for ENGINEER's performance of its SERVICES.

6.3. Timely Review: OWNER will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; and transmit OWNER comments or other decisions to ENGINEER in a timely manner.

6.4. Meetings: OWNER will participate in monthly progress meetings or other meetings with ENGINEER or contractor(s) defined in Scope of Services.

6.5. Advertisements, Permits, and Access: Unless otherwise agreed to in the Scope of Services, OWNER will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal

authorities; and land, easements, rights-of-way, and access necessary for ENGINEER's SERVICES or PROJECT construction.

6.6. Hazardous Substances: Unless otherwise provided in this Agreement, Contractor shall have no responsibility for the discovery, presence, handling, removal, disposal of, or exposure of persons to hazardous material or waste in any form at the Project site. If hazardous substances in any form are encountered or suspected, ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation. ENGINEER will, if requested by OWNER, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend necessary remedial measures at an additional fee with contract terms to be negotiated.

ARTICLE 7 - STANDARD OF CARE

ENGINEER shall exercise the same degree of care skill and diligence in the performance of the SERVICES as is ordinarily possessed and exercised by a professional engineer under similar circumstances. ENGINEER shall correct the SERVICES that fail to satisfy this standard of care. No warranty, express or implied is included in this AGREEMENT or in any drawing, specifications, report or opinion produced pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY AND INDEMNIFICATION

8.1 General. Having considered the potential liabilities that may exist during the performance of the SERVICES, the benefits of the PROJECT, the ENGINEER's fee for the SERVICES and in consideration of the promises contained in this AGREEMENT, OWNER and ENGINEER agree to allocate and limit such liabilities in accordance with this Article.

8.2 Indemnification and Liability. The ENGINEER agrees to defend, indemnify, and hold harmless the OWNER, its officers, servants, and employees, from and against legal liability for all claims, losses, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees) caused by a negligent act, error, or omission of the ENGINEER in the performance of services under this Agreement. OWNER agrees to defend, indemnify, and hold harmless the ENGINEER, its officers, servants, and employees, from and against legal liability for all claims, losses, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees) caused by a negligent act, error, or omission of the OWNER in the performance of services under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. The ENGINEER and the OWNER each agree to promptly service notice on the other party of any claims arising hereunder, and shall cooperate in the defense of such claims. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the ENGINEER shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to OWNER at common law.

8.3 Employee Claims. ENGINEER shall indemnify OWNER against legal liability for damages arising out of claims by ENGINEER's employees. To the extent permitted by applicable law, OWNER shall indemnify ENGINEER against legal liability for damages arising out of claims by OWNER's employees.

8.4 Survival. Upon completion of all SERVICES obligations and duties provided for in this AGREEMENT or if this AGREEMENT is terminated for any reason the terms and conditions of this Article shall survive.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT ENGINEER shall maintain the following insurance:

9.1 Worker's compensation insurance for ENGINEER's employees as required by Oklahoma Workers Compensation Statutes.

9.2 Comprehensive general liability insurance with a minimum of $1,000,000 per each occurrence and $2,000,000 aggregate.

9.3 Comprehensive automobile liability insurance with a minimum of $1,000,000 combined limit.

9.4 Professional Liability (errors and omissions) insurance providing a minimum policy value of $2,000,000 aggregate.

ENGINEER shall furnish OWNER certificates of insurance that shall include a provision that such insurance shall not be canceled without at least thirty days written notice to OWNER. All PROJECT contractors shall be required to include OWNER and ENGINEER as additional insured on their General Liability Insurance policies.

ENGINEER and OWNER each shall require its insurance carriers to waive all rights of subrogation against the other and its directors, officers, partners, commissioners, officials, agents and employees for damages covered by property insurance during and after the SERVICES. A similar provision shall be incorporated into all contractual arrangements entered into by OWNER and shall protect OWNER and ENGINEER to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

ENGINEER shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with the PROJECT; (2) the failure of any contractor, subcontractor, vendor or other PROJECT participant, not under contract to ENGINEER, to fulfill contractual responsibilities to the OWNER or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates and licenses required for any construction unless such responsibilities are specifically assigned to ENGINEER in Attachment B, Scope of Services.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since ENGINEER has no control over the cost of labor, materials or equipment furnished by others or over the resources provided by others to meet PROJECT schedules, ENGINEER's opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional engineer. ENGINEER does not guarantee that proposals, bids, or actual PROJECT costs will not vary from ENGINEER's cost estimates.

ARTICLE 12 - REUSE OF DOCUMENTS

Upon OWNER's request ENGINEER shall furnish OWNER with deliverables and/or other data on electronic media. All documents, including but not limited to, drawings, specifications and computer software prepared by ENGINEER pursuant to this AGREEMENT are instruments of Service in respect to the PROJECT. Said documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other PROJECT.

ARTICLE 13 - TERMINATION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this AGREEMENT for OWNER's convenience upon written notice to ENGINEER. ENGINEER shall terminate or suspend performance of the SERVICES on a schedule acceptable to OWNER. If termination or suspension is for OWNER's convenience, OWNER shall pay ENGINEER for all the SERVICES performed to date, amount not to exceed the normal fee amount due for the SERVICES rendered and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to ENGINEER's compensation.

ARTICLE 14 - DELAY IN PERFORMANCE

Neither OWNER nor ENGINEER shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this

AGREEMENT, such circumstances include, but are not limited to abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riot and other civil disturbances; strikes, work slowdowns and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or SERVICES required to be provided by either OWNER or ENGINEER under this AGREEMENT.

Should such circumstances occur the non-performing party shall, within a reasonable period after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 15 - COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

ENGINEER: HDR Engineering, Inc.
210 Park Avenue, Suite 2815
Oklahoma City, Oklahoma 73102
Attn: Alan Swartz
817-851-9467
Alan.Swartz@hdrinc.com

OWNER: Peter Wolbach, Staff Engineer
City of Norman – Utilities Department
225 N Webster Avenue
P.O. Box 370
Norman OK 73069 / 73070
405-217-7778
peter.wolbach@normanok.gov

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ENGINEER and OWNER.

ARTICLE 16 - WAIVER

A waiver by either OWNER or ENGINEER of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 17 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid Provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision, which is of the essence of this AGREEMENT, be determined void.

ARTICLE 18 – NON-DISCRIMINATION

In connection with the performance of work under this contract, the ENGINEER agrees as follows:

A. The ENGINEER agrees not to discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. The ENGINEER shall take affirmative action to ensure that employees are treated without regard to their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity

or expression, familial status, or marital status, including marriage to a person of the same sex. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The ENGINEER and any companies subcontracted shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City of Norman setting forth the provisions in this section.

B. In the event of the ENGINEER's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The ENGINEER may be declared by the City Council ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the ENGINEER.

C. The ENGINEER agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

ARTICLE 19 - INTEGRATION

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and ENGINEER. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT. This AGREEMENT, including its attachments and schedules, may only be changed by a written amendment executed by both parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment A - Schedule
Attachment B - Scope of Services
Attachment C - Compensation

ARTICLE 20 - SUCCESSORS AND ASSIGNS

OWNER and ENGINEER each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this AGREEMENT and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this AGREEMENT.

ARTICLE 21 - ACKNOWLEDGEMENT.

If ENGINEER has 10 or more full-time employees during the term of this Agreement, and this Agreement has a value of one hundred thousand dollars ($100,000) or more, ENGINEER hereby represents, warrants, and covenants to the OWNER that, in accordance with and pursuant to 21 O.S. § 1289.31 (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

IN WITNESS WHEREOF, OWNER and ENGINEER have executed this AGREEMENT.

DATED this 7th day of October 2026.

HDR Engineering, Inc.

By: _____ ATTEST By: _____

Lucas A. Bathurst Jenifer Raysnell

Title: Vice President / Area Manager Title: Administrative Manager

STATE OF Texas, COUNTY OF Dallas, SS:

Before me, the undersigned, a Notary Public in and for said Lucas A. Bathurst of the HDR Engineering, Inc., its Vice President / Area Manager, to me known to be the identical person(s) who executed the foregoing Contract K-2526-113, Robinson Transmission Main – Porter to Flood and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal this 7th day of October, 2026.

My Commission Expires: 06/08/2030

Notary Public: Stacy LeAnn Davis

NOTARY PUBLIC STATE OF TEXAS
STACY LEANN DAVIS
MY COMMISSION EXPIRES
06/08/2030
NOTARY ID: 7856803

Norman Utilities Authority- OWNER

APPROVED as to form and legality this 8th day of October, 2026.

_____
City Attorney

APPROVED by the Trustees of the Norman Utilities Authority this _____ day of _____, 20____.

ATTEST

By: _____ _____

Title: _____ _____

ATTACHMENT A

SCHEDULE

Task Name	Start	Finish
Norman - WA0242 - Robinson Water Transmission Main	**10/15/26**	**4/10/29**
Notice to Proceed	10/15/26	10/15/26
Kickoff Meeting	10/26/26	10/30/26
Project Setup and Administration	11/2/26	11/6/26
Project Survey and Geotech	11/9/26	1/29/27
Preliminary Design (35% Design)	12/10/26	2/10/27
Quality Control	2/11/27	2/24/27
35% Submittal	2/25/27	2/25/27
Norman Review	2/26/27	3/26/27
35% Design Review Meeting	3/29/27	3/29/27
65% Design	3/30/27	5/24/27
65% Specifications	3/30/27	5/24/27
Quality Control	5/25/27	6/7/27
65% Submittal	6/8/27	6/8/27
Norman Review	6/9/27	7/7/27
65% Design Review Meeting	7/8/27	7/8/27
95% Design	7/9/27	8/19/27
95% Specifications	7/9/27	8/19/27
Quality Control	8/20/27	9/3/27
95% Submittal	9/3/27	9/3/27
Norman Review	9/6/27	9/24/27
95% Design Review Meeting	9/27/27	9/27/27
100% Design	9/28/27	10/25/27
100% Specifications	9/28/27	10/25/27
Quality Control	10/26/27	11/1/27
100% Submittal/ODEQ Submittal	11/2/27	11/2/27
Norman Review/ODEQ Review	11/3/27	1/4/28
100% Design Review Meeting	11/2/27	11/2/27
Bid Phase Services	1/5/28	3/7/28
Construction Phase Services	3/8/28	3/20/29
As-Built/Record Drawings	3/21/29	4/10/29

ATTACHMENT B

SCOPE OF SERVICES

This PROJECT will consist of the design of a portion of the Robinson Water Transmission Main project with approximately 3,200 linear feet of 30-inch C-900 PVC water line along or under Robinson Street. The PROJECT limits extend from the railroad tracks adjacent to James Garner Avenue on the west to the east side of Porter Avenue on the east. Replacement of the existing 16-inch water line between the west side of Flood Avenue and the east side of the railroad tracks will be an Additional Service. Under this contract, this project will consist of the following phases of work with their associated tasks:

1. Preliminary Design – Alignment evaluation, 35% Design including Technical Memorandum, 35% P&P Sheets, and Preliminary Opinion of Probable Construction Cost (OPCC).
2. Final Design – 65%, 95% and 100% Design Plans, Project Specifications, and OPCC for the water line design.
3. Bid Phase Services
4. Construction Phase Services
5. As-Built / Record Document Services

Specific tasks for each phase are described in the following sections.

0 Project Setup and Administration

0.1 Project Setup and Administration

0.1.1 As part of project planning and setup, ENGINEER will develop a project management and quality plan outlining the project goals and objectives, scope of work, communications protocols, and quality review plan. A kick-off meeting will be held with the OWNER to confirm key elements of the project management plan, quality plan, project scope objectives, baseline schedule, and initial technical items.

0.1.2 Throughout project execution, ENGINEER will conduct monitoring and control activities to track project progress and develop monthly invoices with project activity reports for submittal to the OWNER. Activity reports will document activities completed in the previous period and planned activities for the following month.

0.1.3 ENGINEER will arrange and coordinate the design effort with the railroad and will lead one (1) meeting with the city and the railroad.

0.1.4 ENGINEER will lead three (3) review meetings with the OWNER at 35%, 65% and 95% submittals. ENGINEER will incorporate comments into the next phase of the design effort.

Deliverables:

- Project Management and Quality Control Plan
- Project Kickoff Meeting Agenda and Summary (.pdf format)
- Project Schedule (.mpp or .pdf format)
- Monthly Invoices with Activity Report (including updated project schedule)
- Meeting Notes and Comment Logs for 35%, 65% and 95% Quality Control Meetings

1 Preliminary Design Services

1.1 Data Collection and Review

1.1.1 ENGINEER will develop and submit a data needs request to obtain initial data and information for review. Requested data and information will include the following:

- Existing water line plans in the vicinity of Flood Ave. and Robinson St.
- Existing water line plans in the vicinity of James Garner Ave. and Robinson St.
- Existing water line plans in the vicinity of Porter Ave. and Robinson St.
- Existing plans for the stormwater pump station and infrastructure in the vicinity of Flood Ave. and Robinson St.
- Other applicable design basis studies, reports or plans

1.1.2 Delivery to the ENGINEER will be in electronic format.

1.2 Alignment Evaluation

1.2.1 ENGINEER will evaluate and rank up to three (3) alignments between Flood Ave. and Porter Ave. for the water line. Evaluations will include the following:

- Desktop and field observation (from public access) of available easement and public right-of-way areas capable of accommodating the water line
- Utility conflict data for each alignment based on visible surface markings
- Permit requirements for each alignment
- Socio-economic impacts to residents and businesses for each alignment
- Operational and maintenance impacts for each alignment
- AACE Class V OPCC for each alignment

1.2.2 The ENGINEER will meet with the OWNER and Ardurra to coordinate the water line connection at Porter Avenue. The OWNER will provide ACAD files to the ENGINEER for the tie in location. The information provided will include Northing and Easting, MSL elevation for top of pipe, and slope and bearing of connecting pipe.

1.2.3 The ENGINEER will not perform any hydraulic modeling associated with the OWNER's water model to evaluate pressures, velocities or water age in the system. To determine if the existing 16-inch water line between Flood Ave. and the railroad should be replaced based on future conditions, the OWNER will provide local pressures and velocities based on future max day demands. The ENGINEER will provide a recommendation on whether to replace this segment of the water line based on the provided information. Designing the replacement of the 16-inch waterline between Flood and the project starting point east of the railroad will be an ADDITIONAL SERVICE.

1.2.4 Alternatives will be evaluated and recommendations provided for consideration and selection by the OWNER. Evaluation criteria and weightings of the criteria will be developed for review and acceptance by the OWNER so that each alternative can be compared and ranked. ENGINEER will conduct an internal quality control review of the preliminary alignment alternatives, evaluation criteria, and scoring matrix and confirm compliance with overall objectives previously established by the OWNER for implementing the Project. After developing the alignment alternatives and scoring matrix, a meeting will be conducted with the OWNER and the ENGINEER where the alignment alternatives and the scoring matrix will be presented and discussed. ENGINEER will incorporate changes in the matrix and alignments identified in the meeting. ENGINEER will prepare meeting notes and revise the alignments based on the outcome of the meeting.

1.2.5 The ENGINEER will prepare an Alignment Evaluation Technical Memorandum from the data provided in 1.2.1 above. The draft Alignment Evaluation Memorandum with the alignment recommendation will

be submitted to the OWNER for comment. Comments from the OWNER will be incorporated into the Alignment Evaluation Memorandum, and the ENGINEER will finalize the Memorandum. ENGINEER will deliver one (1) pdf electronic copy of the final Alignment Evaluation Memorandum to the OWNER.

Deliverables:

- Meeting Notes for the Alternative Review Meeting
- Draft and Final Alignment Evaluation Memorandum in PDF Format

1.3 Topographic and Easements Survey

1.3.1 Surveying will be conducted by the ENGINEER, or its qualified, licensed surveyor for the selected alignment. Survey scope of work will include the following tasks:

- Utility coordination. Prior to commencing any topographic fieldwork, the surveyor will coordinate with, collect, and review available public and private utility records within the project limits. The surveyor will submit a utility locate request for the project limits to OKIE 811 at least 72 hours prior to survey. Contact members listed on the OKIE ticket, request utility atlas maps, and plot atlas maps as "per atlas map" if said maps are provided by the Utility Owner. Follow-up field activities will be performed as additional field markings are made by respective Utility Owners.
- Right-of-Way and Property: Survey will locate and tie existing ROW, property lines and easements including type, size, volume and page, where applicable, as provided on the County Assessors GIS Map data.
- Survey will horizontally and vertically pick up visible surface features; drainage features; manholes; curbs; signs; sidewalks; building locations; fences/retaining walls; trees and/or tree lines; roadways; railways; and city, county and franchise utilities (as provided by OKIE 811 utility locate request) visible and marked within the project area.
- Methods and precision: Survey coordinates will be reported on the NGS Oklahoma State Plane Coordinate System, South Zone, NAD83 for Horizontal and NAVD 88 Vertical. Horizontal and vertical control will be set using multiple observed RTK with averages. Survey to conform to and with the Oklahoma Minimum Standards as defined in INSTRUCTION MANUAL FOR TOPOGRAPHIC AND PLANIMETRIC MAPPING.
- Surveyor will research boundaries, subdivision plats, ROW and easements of which the surveyor has knowledge, which may affect the physical boundaries of the project. Easements with volume and page numbers (as provided) will be identified and labeled in the survey submittal. Research will include public record resources, including but not limited to: county records; ODOT records; franchise utility records (gas, telephone, electric, cable and others); ownership or easement records as available; and title/abstracting reports from owner on proposed easement parent tracts.
- City will provide utility locates for the surveyor of all water lines and other city utilities in the area. City will also provide services to locate manholes, valves, and hydrants that may not be a surface level.

Deliverables:

- Survey Data will be delivered as a Civil 3D file
- The above-listed Ownership Exhibits
- Overall drawing with the line and ROW shown in AutoCAD 2000 format with control
- Electronic versions of each created Ownership Plat.

1.4 Subsurface Utility Engineering

1.4.1 SUE services will be performed for this project in general accordance with the recommended practices and procedures described in ASCE publication ASCE/UESI/CI 38-22 "Standard Guidelines for Investigating and Documenting Existing Utilities".

1.4.2 QLA SUE will be performed for the selected alignment at up to eight (8) individual locations up to 8 feet deep each.

1.4.3 Upon completion of each test hole, provide test hole data form for each utility exposed including surveyed top of pipe elevation, pipe diameter and pipe material. Two pictures will be taken, one of the utility and one of the test hole board showing the depth.

1.4.4 Scope assumes the use of vacuum excavation equipment. Use of hydraulic excavation will be considered an additional service.

Deliverables:

- Utility file in ACAD format depicting all SUE data documented on the PROJECT.
- A summary sheet of all test hole coordinate data and depth information. 8.5" x 11" Test Hole Data Forms for all test hole locations completed. These forms will be signed and sealed by a Professional Engineer and delivered to the ENGINEER in PDF format.
- 11" x 17" SUE Plan Sheets depicting all SUE data documented on the PROJECT.

1.5 35% Design

1.5.1 The ENGINEER will prepare, for the approval by the OWNER, drawings setting forth in detail the requirements for the construction of the Project, which will comply with all applicable laws, statutes, ordinances, codes, and regulations. The standard of care applicable to the ENGINEER's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time of such services are performed. The ENGINEER will re-perform any service not meeting this standard of care without additional compensation.

1.5.2 The 35% design package will consist of the following items:

- General Sheets which will include a cover sheet, sheet index, project location map, quantities and pay items, construction pay item summary, general construction notes, survey coordination sheet, overall site plan, erosion control, traffic control, and details.
- 35% Plan and Profile sheets will provide, at a 1" = 20' scale, will show the following: proposed plan/profile, pipe size, appurtenance locations, existing utilities and utility easements, and pertinent information needed to construct the project. Property lines, legal description (Lot Nos., Block Nos., and Addition Names) along with property ownership will be provided on plan view.

1.5.3 ENGINEER will provide an AACE Class 4 Opinion of Probable Construction Cost (OPCC) to reflect costs associated with the anticipated Project.

1.5.4 The ENGINEER will prepare a Technical Memorandum (TM) that includes a recommendation and summary of the proposed alignment, utility coordination, easement requirements, permitting requirements, and any other important design considerations. The TM will also include the 35% Plan and Profile sheets. The profile will be limited to a preliminary water line elevation based on depth of cover, anticipated utility conflicts, service connections, and reconnections to existing water lines. Profile will include top of pipe, known utility conflicts, connections and existing ground profile along the centerline of the proposed alignment. Development of the 35% P&P sheets will not begin until the full survey on the recommended alignment has been received.

1.5.5 ENGINEER will conduct an internal QA/QC of the draft TM and the 35% plan sheets. ENGINEER will incorporate comments and submit to OWNER for review.

1.5.6 After receiving input and comments from the OWNER, ENGINEER will update and finalize the TM. ENGINEER will deliver three (3) bound hard copies and one (1) pdf electronic copy of the final technical memorandum to the OWNER.

1.5.7 Following finalization of the TM, ENGINEER will coordinate with Ardurra on the tie-in location.

Deliverables:

- Draft Technical Memorandum including 35% P&P Sheets
- Final Technical Memorandum including 35% P&P Sheets
- Comment Log
- AACE Class 4 OPCC

1.6 35% Design Deliverables Summary

- Meeting Notes for the Alternative Review Meeting
- Draft and Final Alignment Evaluation Memorandum in PDF Format
- Survey Data will be delivered as a Civil 3D file
- The above-listed Ownership Exhibits
- Overall drawing with the line and ROW shown in AutoCAD 2000 format with control
- Electronic copies of each created Ownership Plat.
- Utility file in ACAD format depicting all SUE data documented on the PROJECT.
- A summary sheet of all test hole coordinate data and depth information. 8.5" x 11" Test Hole Data Forms for all test hole locations completed. These forms will be signed and sealed by a Professional Engineer and delivered to the ENGINEER in PDF format.
- 11" x 17" SUE Plan Sheets depicting all SUE data documented on the PROJECT.
- Draft Technical Memorandum including 35% P&P Sheets
- Final Technical Memorandum including 35% P&P Sheets
- Comment Log
- AACE Class 4 OPCC

2 Final Design Services

The ENGINEER will prepare, for the approval by the OWNER, drawings and specifications setting forth in detail the requirements for the construction of the Project, which will comply with all applicable laws, statutes, ordinances, codes, and regulations. The standard of care applicable to the ENGINEER's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time of such services are performed. The ENGINEER will re-perform any service not meeting this standard of care without additional compensation.

2.1 65% Design

2.1.1 The 65% design package will consist of the following items:

- General Sheets which will include a cover sheet, sheet index, project location map, quantities and pay items, construction pay item summary, general construction notes, survey coordination sheet, overall site plan, erosion control, and details.
- Traffic control notes will be provided as necessary to guide the development of Traffic Control Plans by the Contractor. Detailed Traffic Control is not included under this contract.

- Plan and Profile sheets will show the following: proposed plan/profile, pipe size, appurtenance locations, existing utilities and utility easements, and pertinent information needed to construct the project. Property lines, legal description (Lot Nos., Block Nos., and Addition Names) along with property ownership will be provided on plan view.

2.1.2 The ENGINEER will utilize the City of Norman's Standard Specifications and Construction Drawings (City Specifications) to the maximum extent possible. Additional technical specifications will be prepared as required to supplement the City Specifications.

2.1.3 ENGINEER will provide an AACE Class 3 OPCC to reflect costs associated with the anticipated Project.

2.1.4 ENGINEER will conduct an internal QA/QC of the 65% plan sheets, 65% specifications and 65% OPCC. ENGINEER will incorporate comments and submit to OWNER for review.

2.1.5 ENGINEER will begin permit coordination for the project as necessary. Coordination with the railroad is an Additional Service.

Deliverables:

- 65% Draft P&P Sheets
- 65% Draft Specifications
- AACE Class 3 OPCC

2.2 95% Design

2.2.1 The ENGINEER will incorporate the OWNER's 65% comments into the 65% plan set and advance the plan set to 95% including the following items:

- General Sheets which will include a cover sheet, sheet index, project location map, quantities and pay items, construction pay item summary, general construction notes, survey coordination sheet, overall site plan, erosion control, and details.
- Traffic control notes will be provided as necessary to guide the development of Traffic Control Plans by the Contractor. Detailed Traffic Control is not included under this contract.
- Plan and Profile sheets will show the following: proposed plan/profile, pipe size, appurtenance locations, existing utilities and utility easements, and pertinent information needed to construct the project. Property lines, legal description (Lot Nos., Block Nos., and Addition Names) along with property ownership will be provided on plan view.

2.2.2 The ENGINEER will incorporate the OWNER's 65% comments into the 65% specifications and advance the project specifications to 95%.

2.2.3 ENGINEER will provide an AACE Class 2 OPCC to reflect costs associated with the anticipated Project.

2.2.4 ENGINEER will conduct an internal QA/QC of the 95% plan sheets, 95% specifications and 95% OPCC. ENGINEER will incorporate comments and submit to OWNER for review.

2.2.5 ENGINEER will complete permit coordination for the project as necessary. Coordination with the railroad is an Additional Service.

2.2.6 Submit plans as required to all private utility companies that may be affected by the project. ENGINEER will meet with the private utility companies if necessary and incorporate comments into the 95% plan set.

Deliverables:

- 95% Draft P&P Sheets
- 95% Draft Specifications
- AACE Class 2 OPCC

2.3 Geotechnical Engineering

2.3.1 Geotechnical engineering services associated with the 65% design phase will commence upon completion, submittal, and acceptance of the 35% design deliverables. The geotechnical investigation will occur on parcels where ROE has been obtained at the selected sites. Soil borings will be advanced in selected locations based on surface conditions, pre-existing geotechnical data and other factors. When possible, soil borings will be placed on public ROW. Samples will be acquired, and laboratory tests will be conducted to provide engineering data necessary for the design. ENGINEER will provide Geotechnical Boring Logs and a Geotechnical Design Basis Report for trenchless construction methods.

2.3.2 The borings will be backfilled using bentonite grout. Pavement will be patched with either ready-mix concrete or asphalt cold patch to match the existing pavement. Actual work required will be refined as the PROJECT progresses. Billing will be based on actual work performed by the geotechnical subcontractor.

Deliverables:

- Geotechnical Boring Logs and Design Basis Report

2.4 ODEQ Permitting

2.4.1 After completion of the 95% quality control review meeting and prior to the advertisement for bids, ENGINEER will provide sealed contract documents and prepare an engineering design report and calculations to comply with ODEQ requirements to obtain a Permit to Construct. OWNER will electronically submit the application package to ODEQ for review. If necessary, incorporate modifications requested by ODEQ. The OWNER will be responsible for fees associated with the permitting process.

Deliverables:

- ODEQ Engineering Design Report
- ODEQ Application for Permit to Construct

2.5 Final Design

2.5.1 ENGINEER will provide a written response to OWNER 95% comments and will modify documents incorporating required changes including, but not limited to, any ODEQ or private utility required changes. ENGINEER will provide the following sealed construction contract documents to OWNER: two (2) half-size (11"x17") drawing sets; two (2) specification sets; Final OPCC and PDF files of the aforementioned documents.

Deliverables:

- Final Comment Log Responding to ODEQ and Private Utility Comments
- Signed and Sealed Plans and Specifications
- AACE Class I OPCC

2.6 Final Design Deliverable Summary

- 65% Draft P&P Sheets
- 65% Draft Specifications
- AACE Class 3 OPCC
- 95% Draft P&P Sheets
- 95% Draft Specifications
- AACE Class 2 OPCC
- Geotechnical Boring Logs and Design Basis Report
- ODEQ Engineering Design Report
- ODEQ Application for Permit to Construct
- Final Comment Log Responding to ODEQ and Private Utility Comments
- Signed and Sealed Plans and Specifications
- AACE Class I OPCC

3 BID PHASE SERVICES

3.1 Pre-Bid Activities

3.1.1 Assist the OWNER in the advertisement of the project for competitive bids.

3.1.2 Assist the OWNER in securing bids, preparing addenda, issuing notice to bidders and notifying construction news publications. The notice to bidders will be furnished to the OWNER for publication in the local news media. The cost for publications will be paid by the OWNER. The ENGINEER will distribute bid documents, plans and specifications for the Project to prospective bidders via CivCast. Coordinate and conduct a pre-bid conference for the project for each bid package included in Basic Services.

3.1.3 In conjunction with the OWNER, ENGINEER will issue addenda in response to questions raised during the bidding process. ENGINEER will transmit addenda to all plan holders via CivCast.

3.1.4 Provide Engineer's Estimate if different from the Final OPCC.

Deliverables:

- Notice to Bidders
- Addenda
- Engineer's Estimate

3.2 Post-Bid Activities

3.2.1 Attend the bid opening and assist the OWNER in the opening and tabulation of bids for construction of project.

3.2.2 Perform reference checks and recommend to the OWNER as to the proper action on all proposals received. Provide Letter of Recommendation of Award to OWNER.

3.2.3 Assist the OWNER in coordinating the execution of the conformed contract documents. Provide conformed documents (plans and specifications) in electronic format (PDF and CAD) via SharePoint.

Deliverables:

- Bid Tabulation
- Recommendation of Award
- Conformed Plans and Specifications

4 Construction Phase Services

4.1 Pre-Construction Conference and Monthly Progress Meetings

4.1.1 Conduct pre-construction conference and, in conjunction with the OWNER, issue clarifications in response to questions raised at the conferences. Agenda, minutes, and attendance will be completed by the ENGINEER.

4.1.2 Attend monthly progress meetings as needed with the OWNER and the PROJECT contractor. Meet with OWNER staff for PROJECT discussions, coordination, and presentations as required by the OWNER.

4.2 Field Activities

4.2.1 Represent the OWNER in Non-Resident construction administration of the project. In this capacity, the construction administration duties will not place any responsibility on ENGINEER for the techniques, sequences and methods of construction or the safety precautions incident thereto, and the ENGINEER will not be responsible or liable in any degree for the CONTRACTOR's failure to perform the construction work in accordance with the Contract Documents. The OWNER will be responsible for construction inspection. The ENGINEER will make up to four (4) site visits during construction to meet with the OWNER's inspector and verify that the project is being constructed in general conformance with the plans and specifications.

4.3 Construction Documentation

4.3.1 Review samples, catalog data, schedules, shop drawings, geotechnical, laboratory, shop and mill tests of material and equipment, and other data which the CONTRACTOR is required to submit for conformance with the design concept of the project and compliance with the information given by the Contract Documents.

4.3.2 Interpret the intent of the plans and specifications for the OWNER and CONTRACTOR, responding to Requests for Information.

4.3.3 Review testing laboratories' reports and inspection bureaus required for the testing or inspection of materials, factory testing, etc., for the project. The cost of such laboratory tests or inspection will be paid by the OWNER. Review daily construction reports and photos for general PROJECT progress.

4.3.4 Accompany the OWNER in conducting one (1) final completion inspection of the PROJECT for conformance with the design concept of the PROJECT and general compliance with the contract documents, and review and comment on the certificate of completion and the recommendation for final payment to the Contractor. Prepare a list of deficiencies to be corrected by the CONTRACTOR before final payment is released.

4.3.5 ENGINEER will review and comment on the certificate of completion and the recommendation for monthly progress payments to the CONTRACTOR. Verification of quantities and completion of work will be the responsibility of the OWNER. OWNER will provide a copy of the approved pay application to the ENGINEER.

4.3.6 Review and comment on the certificate of completion and the recommendation for final payment to the CONTRACTOR following final inspection of the completed Project.

4.3.7 Review, evaluate and prepare documentation related to change orders as required.

5 As-Built Record Documents

5.1 As-Built Record Documents

5.1.1 Revise contract drawings with reference to the Contract Document required "red line" notations and the assistance of assigned OWNER or 3rd Party Resident Representative Staff. Revised drawings will reflect available information as to how the work was constructed. Furnish as-built record documents in PDF, CAD, and GIS formats. No hard copies will be required.

6 ADDITIONAL SERVICES

6.1 General Additional Services

6.1.1 Services not specifically included in the Basic Services described herein may be performed by the ENGINEER as Additional Services when requested or approved by the OWNER.

6.1.2 The ENGINEER shall not proceed with Additional Services without prior authorization from the OWNER. The scope, schedule, and compensation for Additional Services shall be mutually agreed upon by the OWNER and ENGINEER prior to executing such services.

6.2 Water Line Replacement Between Flood and the Railroad

6.2.1 Prepare 35%, 65%, 95% and 100% Plans and Specifications for approximately 650 linear feet between the west side of Flood Ave. to the west side of the railroad tracks adjacent to James Garner Avenue. Plans and Specifications will be in accordance with the tasks outlined above. This task will include preparing boring plans for Flood Ave.

6.3 Water Line Replacement under the Railroad

6.3.1 Prepare 35%, 65%, 95% and 100% Plans and Specifications for approximately 250 linear feet under the railroad tracks. Plans and Specifications will be in accordance with the tasks outlined above. This task will include preparing boring plans for the railroad.

6.3.2 ENGINEER will coordinate with the railroad to obtain a crossing permit.

ATTACHMENT C
COMPENSATION

The OWNER will compensate ENGINEER on a lump sum basis for the SERVICES rendered. The lump sum fee is broken down below by task as defined in the Scope of Services:

Activity	Task Description	Lump Sum Amount
Basic Services		
1	Preliminary Design Services	$127,000
2	Final Design Services	$95,500
3	Bid Phase Services	$14,900
4	Construction Phase Services	$32,000
5	As-Built Record Documents	$7,000
Basic Services Total		**$276,400**
Additional Services		
A1	General Additional Services	$7,150
A2	Waterline Replacement Between Flood and the Railroad	$14,750
A3	Waterline Replacement Under the Railroad	$18,100
Additional Services Total		$40,000

The ENGINEER may submit interim statements, not to exceed one per month, for partial payment for SERVICES rendered. The statements to OWNER will be by task for the percentage of work actually completed. The OWNER will make interim payments within 30 calendar days in response to ENGINEER's interim statements.

File Attachments for Item:

22. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDING BID 2627-10 AND CONTRACT K-2627-33: BY AND BETWEEN THE CITY OF NORMAN AND AMR INDUSTRIAL COATINGS, INC. IN THE AMOUNT OF $150,173.00; PERFORMANCE BOND B-2627-32; STATUTORY BOND B-2627-33; MAINTENANCE BOND MB-2627-16; AND APPROPRIATION AS OUTLINED IN THE STAFF REPORT FOR THE LINDSEY WATER TOWER LIGHTING PROJECT. (WARD 7)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: October 13, 2026

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDING BID 2627-10 AND CONTRACT K-2627-33: BY AND BETWEEN THE CITY OF NORMAN AND AMR INDUSTRIAL COATINGS, INC. IN THE AMOUNT OF $150,173.00; PERFORMANCE BOND B-2627-32; STATUTORY BOND B-2627-33; MAINTENANCE BOND MB-2627-16; AND APPROPRIATION AS OUTLINED IN THE STAFF REPORT FOR THE LINDSEY WATER TOWER LIGHTING PROJECT. (WARD 7)

BACKGROUND:

The Lindsey Tower is an elevated water storage tank at the intersection of E. Lindsey Street and Classen Boulevard, originally built nearly 100 years ago to serve Norman's potable water system. However, as Norman's potable water system expanded over the years, the system also changed. In 2014, it was determined that Lindsey Tank no longer had the hydraulic characteristics necessary to function as a viable potable water storage for Norman's system. However, because of the potential for Lindsey Tower to be used as dedicated storage for a non-potable reuse system and stakeholders' desire to keep the structure, demolition was put on hold.

Contract K-2627-10 with TMI Coatings LLC for $532,200 (expense) was approved on July 21, 2026, for recoating of the Lindsey Water Tower. Additionally, Contract K-22627-26 with Dr. Pepper/Seven Up, Inc., for $500,000 (revenue), was approved on July 28, 2026, to allow the Dr. Pepper logo to be painted on the tower, along with other conditions.

DISCUSSION:

The Invitation to Bid (Bid 2627-10) for the Lindsey Tower Lighting Project was published in the Norman Transcript on August 1 and August 8, 2026. The project contained a Base Bid for lighting of the tower and several alternate (additive) bids.

Two (2) contractors submitted bids. The base bids ranged from $137,173.00 to $654,000, with AMR Industrial Coatings, L.L.C., being the lowest responsible bidder. Only Additive Bid #3 was selected for award and did not affect the lowest responsible bidder. Windforce Engineering and Inspection is the Engineer of Record for the project and recommends awarding the contract to AMR Industrial Coatings, Inc.

The Parks Department will operate and maintain the water tower as a special-use park once the work is completed and the tower is open to the public. The Parks department is requesting $50,000 for landscaping and signage of the future park.

Parks Department Staff recommends that funding for both the Tower Lighting Project and the Tower Park landscaping be split between the Capital Fund Balance (account 50-29000) ($100,000) and Guest Room Tax (account 23-29000) ($100,173) in the amount of $100,173 to Lindsey Water Tower Lighting/Park Project (Project TR0128, account 50798813-46101 Construction).

RECOMMENDATION 1:

Staff recommends that the NUA accept bids that meet project specifications and award Bid 2627-10 to AMR Industrial Coatings, Inc., for the Lindsey Tower Lighting Project in the amount of $150,173.00.

RECOMMENDATION 2:

Staff recommends that the NUA approve the associated contract and performance, statutory, and maintenance bonds in the amount of the bid.

RECOMMENDATION 3:

Staff also recommends that Council appropriate funding for the Lindsey Tower Lighting Project (WA0182) and Park Landscaping Project as outlined in the staff report.

Norman Utilities Authority
Project WA0182
Lindsey Water Tower Lighting

Contract K-2627-33
Bid No. 2627-10

CONTRACT

THIS CONTRACT by and between the NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, hereinafter designated as the AUTHORITY, and **AMR Industrial Coatings, Inc** hereinafter designated as the CONTRACTOR, effective the date last executed below,

W I T N E S S E T H

WHEREAS, the AUTHORITY has caused to be prepared in accordance with law, specifications and other Contract Documents for the work hereinafter described; and has approved and adopted all of said Contract Documents; and has given and advertised an Invitation to Bid as required by law; and has received sealed Bids for the furnishing of all labor, materials and equipment for the following project:

PROJECT WA0182
LINDSEY WATER TOWER LIGHTING
NORMAN, OKLAHOMA

in accordance with and as outlined and set out in the terms and provisions of said Contract Documents; and,

WHEREAS, the CONTRACTOR in response to said Invitation to Bid, has submitted to the AUTHORITY in the manner and at the time specified, a sealed Bid in accordance with the terms of this said Contract Documents; and

WHEREAS, the AUTHORITY, in the manner provided by law, has publicly opened, examined, and canvassed the Bids submitted and has determined and declared the above-named CONTRACTOR to be the best Bidder on the above-prepared project, and has duly awarded said Bid to said CONTRACTOR, for the sum named in the proposal, to wit:

One hundred fifty thousand, one hundred seventy-three dollars and zero cents ($150,173.00)

NOW, THEREFORE, for and in consideration of the mutual agreements, and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

1) The CONTRACTOR shall, in good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and said CONTRACT Documents, per the Table of Contents, including, but not limited to:

the Invitation to Bid published in the Norman Transcript
Notice to Bidders
the Instructions to Bidders;
the CONTRACTOR'S Bid or Proposal;
the Bonds thereto;
Multiple affidavits
the Conditions of the Contract
the Technical Specifications and Construction Drawings

all of which documents are on file in the Office of the AUTHORITY, and are made a part of this CONTRACT as fully as if the same were set out in full, with the following additions and/or exceptions:

Addendum No. 1 dated August 6, 2026

2) The AUTHORITY shall make payments, minus a retainage as stipulated in the CONTRACT Documents, to the CONTRACTOR in the following manner: On or about the last day of each month, the project manager, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, of work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project manager, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 74, Section 3109-3110, and Title 62, Section 310.09.

On completion of the work, but prior to the acceptance thereof by the AUTHORITY, it shall be the duty of the project manager, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations said official shall make his final certificate to the AUTHORITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainage) will be approved and paid.

3) The CONTRACTOR shall commence said work within ten (10) calendar days following receipt of a NOTICE-TO-PROCEED, prosecute the same vigorously and continuously, and complete the same within forty-five (45) calendar days calendar days following receipt of NOTICE-TO-PROCEED.

4) Time is of the essence in completion of this project and the AUTHORITY will suffer financial loss if the Work is not completed within the time(s) specified in preceding paragraph. CONTRACTOR and AUTHORITY also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding such actual loss. Accordingly, instead of requiring any such proof, CONTRACTOR and AUTHORITY therefore further agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay AUTHORITY three hundred dollars and zero cents ($300) for each calendar day that expires after the time specified in preceding paragraph, plus any authorized extensions thereof, for completion and readiness for final payment of each portion of the Work.

5) The AUTHORITY shall pay the CONTRACTOR for the work performed as follows:
   a) Payment for unit price items shall be at the unit price bid for actual construction quantities. (or) Payment for the lump sum price items shall be at the price bid for actual construction complete in place.
   b) Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities. Should any defective work or materials be

discovered or should a reasonable doubt arise at to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied. And that the CONTRACTOR'S bid is hereby made a part of this CONTRACT.

6) The AUTHORITY reserves the right to add to or subtract from the estimated quantities or amount of work to be performed up to a maximum of 15% of the total bid price.

7) The CONTRACTOR shall not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the AUTHORITY; and that in the event any additions are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

8) The parties mutually agree and acknowledge that this is an Oklahoma AGREEMENT and any dispute shall be resolved in accordance with the Laws of the State of Oklahoma and actions if necessary shall be brought in the District Court of Cleveland County. In the event of ambiguity in any of the terms of this AGREEMENT, it shall not be construed for or against any party on the basis that such party did or did not author the same

9) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the AUTHORITY, the CONTRACTOR shall be compensated therefore at the unit price bid or as agreed to by both parties in the execution of a Change Order.

10) No provision of this CONTRACT or of any such aforementioned documents shall be interpreted or given legal effect to create an obligation on the part of the AUTHORITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of the CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the AUTHORITY or in any way to restrict the freedom of the AUTHORITY to exercise full discretion in its dealing with the Contractor.

11) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the AUTHORITY prior to issuance of the NOTICE-TO-PROCEED and commencement of work on the project.

12) If CONTRACTOR has 10 or more full-time employees during the term of this Agreement, and this Agreement has a value of one hundred thousand dollars ($100,000) or more, CONTRACTOR hereby represents, warrants, and covenants to the OWNER that, in accordance with and pursuant to 21 O.S. § 1289.31 (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Norman Utilities Authority
Project WA0182
Lindsey Water Tower Lighting

Contract K-2627-33
Bid No. 2627-10

The following statement must be signed and notarized before this Contract will become effective.

STATE OF Texas)

COUNTY OF Wise)

I certify that I am the duly authorized agent of AMR Industrial Coatings Inc, CONTRACTOR.

I further certify that neither the CONTRACTOR nor the anyone subject to the his/her direction or control has paid, given or donated, or agreed to pay, give or donate to any officer or employee of the AUTHORITY, any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.

AMR Industrial Coatings Inc
(Bidder Company Name)

By: Andre Raymond

Andre Raymond - Director of Operations
(printed/typed name and title)

Subscribed and sworn to before me this 29th day of September, 2026

Kayla Case
Notary Public (or Clerk or Judge)

My Commission Expires: 9/1/2029 **(SEAL)**

KAYLA CASE
My Notary ID # 126415734
Expires September 1, 2029

Norman Utilities Authority
Project WA0182
Lindsey Water Tower Lighting

Contract K-2627-33
Bid No. 2627-10

IN WITNESS WHEREOF, AUTHORITY and CONTRACTOR have executed this AGREEMENT;

DATED this 29th day of September, 2026.

AMR Industrial Coatings Inc
PRINCIPAL

ATTEST

Alexandra Rivera
Corporate Secretary (where applicable)

Signed: Andre Raymond
Authorized Representative

Andre Raymond - Director of operations
Name and Title

(Corporate Seal) (where applicable)

Address: 612 Donley Dr Euless TX 76039

Telephone: 817-437-1466

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 6 day of Oct., 2026.

AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of

_____, 20____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____ _____

Title: Chairman Secretary

Norman Utilities Authority
Project WA0182
Lindsey Water Tower Lighting

Contract K-2627-33
Bid No. 2627-10
B-2627-32
Bond No: S064658

PERFORMANCE BOND

Know all men by these presents that **AMR Industrial Coatings, Inc**, as PRINCIPAL, and Employers Mutual Casualty Company, a corporation organized under the laws of the State of Iowa, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of **One hundred fifty thousand, one hundred seventy-three dollars and zero cents Dollars ($150,173.00)**, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the successful bidder on the following PROJECT:

PROJECT WA0182
LINDSEY WATER TOWER LIGHTING
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2627-33) with the AUTHORITY, dated 9/17/2026 to perform and complete said PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by the CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the AUTHORITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by the PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of the PRINCIPAL or his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the AUTHORITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in the CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

It is further expressly agreed that the PRINCIPAL'S obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

Norman Utilities Authority
Project WA0182
Lindsey Water Tower Lighting

Contract K-2627-33
Bid No. 2627-10
B-2627-32
Bond No: S064658

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 22nd day of September, 20 26, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the 22nd day of September, 20 26.

(Corporate Seal) (where applicable)

ATTEST

Corporate Secretary (where applicable)

AMR Industrial Coatings, Inc
PRINCIPAL

Signed:

Authorized Representative

Alexsander Rivera - President
Name and Title

Address: 612 Donley Dr
Euless TX
76039

Telephone: 817-437-1466

EMPLOYERS MUTUAL CASUALTY CO. CORPORATE SEAL DES MOINES, IOWA

ATTEST

Corporate Secretary

Employers Mutual Casualty Company
SURETY

Signed:

Authorized Representative

Jahaziel Gallagher, Attorney-in-Fact
Name and Title

Address: 777 E Campbell Road, Suite 650
Richardson, TX 75082

Telephone: 1-800-223-0562

Norman Utilities Authority
Project WA0182
Lindsey Water Tower Lighting

Contract K-2627-33
Bid No. 2627-10
B-2627-32

CORPORATE ACKNOWLEDGEMENT

STATE OF Texas)
)§
COUNTY OF Wise)

The foregoing instrument was acknowledged before me this 29th day of September, 20 26, by Andre Raymond Director of Operations of AMR Industrial Coatings Inc
Name and Title Contractor
a Texas corporation, on behalf of the corporation.

WITNESS my hand and seal this 29th day of September 20 26.

Kayla Case
Notary Public

My Commission Expires: 9/1/2029

KAYLA CASE
My Notary ID # 126415734
Expires September 1, 2029

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20 ____, by _____ an individual.
Name and Title

WITNESS my hand and seal this ___ day of _____ 20 ____.

_____
Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 _____, by _____ partner (or agent) on behalf of
Name and Title

_____, a partnership.

WITNESS my hand and seal this ____ day of _____20 _____.

_____
Notary Public

My Commission Expires: _____

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 8 day of Oct, 2026.

_____
AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of

_____, 20_____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____ _____

Title: Chairman Secretary

Norman Utilities Authority
Project WA0182
Lindsey Water Tower Lighting

Contract K-2627-33
Bid No. 2627-10
B- 2627-33
Bond No: S064658

STATUTORY BOND

Know all men by these presents that **AMR Industrial Coatings, Inc**, as PRINCIPAL, and Employers Mutual Casualty Company, a corporation organized under the laws of the State of Iowa, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of **One hundred fifty thousand, one hundred seventy-three dollars and zero cents** Dollars **($150,173.00)**, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best bidder on the following PROJECT:

PROJECT WA0182
LINDSEY WATER TOWER LIGHTING
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2627-33) with the AUTHORITY, dated 9/17/2026 to perform and complete said PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. 1981 §2, for the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the SURETIES, or any of them, from the obligation of this Bond.

It is further expressly agreed that the PRINCIPAL'S obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

Norman Utilities Authority
Project WA0182
Lindsey Water Tower Lighting

Contract K-2627-33
Bid No. 2627-10
B- 2627-33
Bond No: S064658

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 22nd day of September, 20 26, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the 22nd day of September, 20 26.

(Corporate Seal) (where applicable)

ATTEST

Andre Raymond
Corporate Secretary (where applicable)

AMR Industrial Coatings, Inc
PRINCIPAL

Signed: Alexsander Rivera
Authorized Representative

Alexsander Rivera - President
Name and Title

Address: 612 Donley Dr
Euless TX
76039

Telephone: 817-437-1460

EMPLOYERS MUTUAL CASUALTY CO. CORPORATE SEAL DES MOINES, IOWA

ATTEST

Jahaziel Menaf
Corporate Secretary

Employers Mutual Casualty Companu
SURETY

Signed:
Authorized Representative

Jahaziel Gallagher, Attorney-in-Fact
Name and Title

Address: 777 E Campbell Road, Suite 650
Richardson, TX 75082

Telephone: 1-800-223-0562

Norman Utilities Authority
Project WA0182
Lindsey Water Tower Lighting

Contract K-2627-33
Bid No. 2627-10
B- 2627-33

CORPORATE ACKNOWLEDGEMENT

STATE OF ~~OKLAHOMA~~ Texas)
)§
COUNTY OF Wise)

The foregoing instrument was acknowledged before me this 29th day of September, 20 26, by Andre Raymond Director of Operations of AMR Industrial Coatings Inc
Name and Title
a Texas corporation, on behalf of the corporation.

WITNESS my hand and seal this 29th day of September 20 26.

Kayla Case
Notary Public

My Commission Expires: 9/1/2029

KAYLA CASE
My Notary ID # 126415734
Expires September 1, 2029

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____,

20 ____, by _____ an individual.
Name and Title

WITNESS my hand and seal this ___ day of _____ 20 ____.

_____
Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 _____, by _____ partner (or agent) on behalf of
Name and Title

_____, a partnership.

WITNESS my hand and seal this ____ day of _____20 _____.

_____
Notary Public

My Commission Expires: _____

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 6 day of Oct, 2026.

_____
AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of _____, 20____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____ _____

Title: Chairman Secretary

Norman Utilities Authority
Project WA0182
Lindsey Water Tower Lighting

Contract K-2627-33
Bid No. 2627-10
MB-2627-16
Bond No: S064658

MAINTENANCE BOND

Know all men by these presents that **AMR Industrial Coatings, Inc**, as PRINCIPAL, and Employers Mutual Casualty Company, a corporation organized under the laws of the State of Iowa, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of **One hundred fifty thousand, one hundred seventy-three dollars and zero cents** Dollars **($150,173.00)**, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the successful bidder on the following PROJECT:

PROJECT WA0182
LINDSEY WATER TOWER LIGHTING
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2627-33) with the AUTHORITY, dated 9/17/2026 to perform and complete said PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

WHEREAS, under the ordinances of the AUTHORITY, the PRINCIPAL is required to furnish to the AUTHORITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the AUTHORITY or expense to the AUTHORITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of two (2) years from the date of the written final acceptance by the AUTHORITY, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the AUTHORITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

If is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

Norman Utilities Authority
Project WA0182
Lindsey Water Tower Lighting

Contract K-2627-33
Bid No. 2627-10
MB-2627-16
Bond No: S064658

IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 22nd day of September, 20 26, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the 22nd day of September, 20 26.

(Corporate Seal) (where applicable)
ATTEST

Corporate Secretary (where applicable)

AMR Industrial Coatings, Inc
PRINCIPAL

Signed: Alexsander Rivera
Authorized Representative

Alexsander Rivera - President
Name and Title

Address: 612 Denley Dr
Euless TX
76039

Telephone: 817-437-1466

EMPLOYERS MUTUAL CASUALTY CO. CORPORATE SEAL DES MOINES, IOWA

ATTEST

Corporate Secretary

Employers Mutual Casualty Company
SURETY

Signed:
Authorized Representative

Jahaziel Gallagher, Attorney-in-Fact
Name and Title

Address: 777 E Campbell Road, Suite 650
Richardson, TX 75082

Telephone: 1-800-223-0562

Norman Utilities Authority
Project WA0182
Lindsey Water Tower Lighting

Contract K-2627-33
Bid No. 2627-10
MB-2627-16

CORPORATE ACKNOWLEDGEMENT

STATE OF Texas)
)§
COUNTY OF Wise)

The foregoing instrument was acknowledged before me this 29th day of September,
20 26, by Andre Raymond Director of Operations of AMR Industrial Coatings Inc
Name and Title
a Texas corporation, on behalf of the corporation.

WITNESS my hand and seal this 29th day of September 2026.

Kayla Case
Notary Public

My Commission Expires: 9/1/2029

KAYLA CASE
My Notary ID # 126415734
Expires September 1, 2029

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____,
20 ____, by _____ an individual.
Name and Title

WITNESS my hand and seal this ___ day of _____ 20 ____.

_____
Notary Public

My Commission Expires: _____

Norman Utilities Authority
Project WA0182
Lindsey Water Tower Lighting

Contract K-2627-33
Bid No. 2627-10
MB-2627-16

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 _____, by _____ partner (or agent) on behalf of
Name and Title

_____, a partnership.

WITNESS my hand and seal this ____ day of _____20 _____.

_____
Notary Public

My Commission Expires: _____

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 6 day of Oct, 2026.

_____
AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of _____, 20_____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____ _____

Title: Chairman Secretary

NORMAN UTILITIES AUTHORITY
PROJECT WA0182 - LINDSEY TOWER LIGHTING
CONTRACT K-2627-33
BID 2627-10

Bid Opening Date **August 24, 2026**
Bid Opening Time **2:00 PM**

Company	Address	Base Bid	Additive Bid #1	Additive Bid #2	Additive Bid #3	Additive Bid #4
AMR Industrial Coatings Inc	612 Donley Drive Euless, TX 76039	$ 137,173.00	$ 147,820.95	$ 316,035.22	$ 13,000.00	$ 54,000.00
Third Generation Electrical Inc	8620 S 33rd W Ave Tulsa, OK 74132	$ 654,000.00	$ 12,000.00	$ 8,000.00	$ 25,000.00	$ 5,000.00

Galveston,TX
Oklahoma City, OK

WINDFORCE ENGINEERING & INSPECTION
WINDFORCEINC.COM

Phone: 405-593-7553
OK Registration #: 916
www.windforceinc.com

September 16, 2026

City of Norman
201 West Gray Street
Building C
Norman, OK 73069
Via email to: nathan.madenwald@normanok.gov

Attn: Nathan Madenwald, P.E.

Re: Lindsey Tower Lighting Project Recommendation

Enclosed please find the recommendation for the Lindsey Tower Lighting Project.

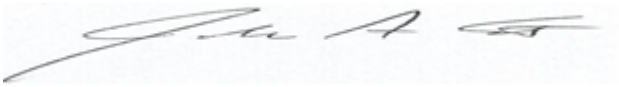
Pricing for the base bid and each alternate appears to be fair and reasonable. Therefore, WindForce Engineering and Inspection recommends awarding the project to AMR Industrial Coatings, Inc. for $137,173.00

Pricing for the lighting options is also fair and reasonable so, if City of Norman determines that installing the programmable/color lighting options is in their interest, WindForce Engineering and Inspection would also recommend awarding Alternates 1 or 2 as well. This would increase the contract cost to $463,956.17.

We appreciate the opportunity to serve you. If you should have any questions or if we can provide additional assistance, please call anytime.

Thanks for your business!

Sincerely,





Joe Seiter, P.E.,
Vice President

9/16/2026

File Attachments for Item:

23. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-38: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NORMAN ARTS COUNCIL, INC., FOR THE GRAY STREET PARKING LOT MURALS PROJECT FOR THE PARKS AND RECREATION DEPARTMENT. (WARD 4)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-38: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NORMAN ARTS COUNCIL, INC., FOR THE GRAY STREET PARKING LOT MURALS PROJECT FOR THE PARKS AND RECREATION DEPARTMENT. (WARD 4)

BACKGROUND:

On January 9, 2024, the City of Norman executed contract number K-2324-114, under which the Norman Arts Council (NAC) agreed to provide grant funding for a mural program in Norman, to be operated by the NAC. These mural projects are part of an ongoing effort to support public art as part of Norman's quality-of-life and tourism programming. The operational structure of the program has been successful in generating robust calls for artists and in the subsequent review of artists' submissions, selection of artists, and oversight of the delivery of several works of public mural art. The NAC has effectively administered the public funds allocated to the project in a manner that aligns with all professional expectations and standards for commissioning public art. The NAC has also been a past partner to the City of Norman in the processes used to solicit submissions and select art for the various Norman Forward Quality of Life Projects—many of which had a mandatory "1% of project budget for public art" component.

DISCUSSION:

The attached contract with NAC discusses the proposed project to complete the current public mural program. It will use the remaining project funds previously paid to NAC to commission six permanent murals to be installed on the alley-facing barrier walls on the south side of the Gray Street parking lot, between Crawford and Peters Avenues. They propose a timeline to hire three "local" and three "non-local" established mural artists to produce original works on the barrier walls in time for the 2027 Norman Music Fest weekend. The funds approved by this action shall be used to cover artist fees and materials, equipment rental, site preparation/sealing and coordination, insurance, and contingency costs. The rules and requirements for the project are also described in the contract to ensure that the work produced is not in violation of the project intentions to produce art that is not also used as a solicitation for goods, does not serve as a sign or advertising, is viewable by the public and does not contain obscene/vulgar content or other hateful or illegal activities and is not a mass-

produced piece nor a copy of any other work(s). The total contract amount is $50,000, which includes all remaining funds from the previously allocated and paid grant funding for the mural agreement from the 2024 action noted above.

RECOMMENDATION: It is recommended that the City Council approve Contract Number K-2627-38 to Norman Arts Council, Inc., for the Gray Street Parking Lot Mural Project, for the Parks and Recreation Department, as described in “Exhibit A.” Funding was previously allocated to the Norman Arts Council, Inc., via Contract K-2324-114, from the Public Arts Murals Project account (PR0173, Account 50795500-46201).

K-2627-38

FUNDING AGREEMENT

This Funding Agreement is entered into this _____ day of _____, 2026 (the "Effective Date"), by and between the City of Norman, an Oklahoma municipal corporation, hereinafter called the "City," and the Norman Arts Council, Inc., a not-for-profit corporation, hereinafter called "NAC," each may be referred to collectively as the "Parties" and individually a "Party," for the following reasons:

WHEREAS, the City and NAC agree that the promotion of arts and humanity activities are an important part of attracting tourists and conventions to the City of Norman; and

WHEREAS, the existence of artistic murals fosters increases in residents' quality of life and encourages visitors to a city; and

WHEREAS, NAC was founded in 1976 to enrich the Norman community by stimulating artistic, cultural, and economic growth through the support and promotion of the arts; and

WHEREAS, the City and NAC executed contract K-2324-114 (the "Original Agreement"), on January 9, 2024, for the City to provide grant funding for a mural program in Norman, operated by NAC; and

WHEREAS, the City and NAC now desire to establish a specific project and terms for the remaining Fifty Thousand Dollars ($50,000.00) in connection with the Original Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

ARTICLE 1 TERM

The Term of this Agreement shall commence on the Effective Date and continue until successful completion of the project described herein, as determined by the City, unless earlier terminated pursuant to the provisions of this Agreement.

ARTICLE 2 PROJECT OPERATIONS

2.1. NAC agrees to utilize the previously allocated grant funding from the City to operate the mural project (the "Project") detailed in "Exhibit A—Gray Street Parking Lot Mural Project," attached hereto and made a part hereof.

2.2. The term "Mural" as used in this Agreement shall mean an outdoor painting, mosaic, or bas-relief that is applied directly to a wall and is visible from a public right-of-way.

2.3. NAC's operation of the Project shall include, but not be limited to:

a. Providing qualified and competent staff to be assigned to the Project;
b. Providing all the management and administrative services necessary to administer the Project;
c. Adopting operating procedures and guidelines for the operation of the Project;

d. Creating an application process and prescribing methods for the competitive selection of the funded murals under the Project;
e. Overseeing compliance with all necessary project requirements; and
f. Contracting and coordinating with all necessary parties, such as artists and property owners, to ensure the successful creation and maintenance of murals funded by the Project.

2.4. Each Mural under the Project must meet the following minimum requirements:

a. Murals must not serve as solicitations for goods or services;
b. Murals must not serve as signage. Signage can include, but is not limited to, the name of a building or company, an address number, a logo of a business, etc.;
c. Murals must be outdoors and viewable from a public right-of-way; and
d. Murals must not contain:
    i. Obscene images or other vulgarity;
    ii. No recognized signs of hatred or discrimination against any race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, gender identity or expression, or sexual orientation;
    iii. Depictions of illegal activities; or
    iv. Reproduction, copy, or mass-produced work of visual art of any type.

ARTICLE 3 CITY FUNDING

The City has previously provided, and NAC has maintained in a segregated account, Fifty Thousand Dollars ($50,000.00) in funding in connection with the Original Agreement. NAC shall utilize such funding to operate the Project.

ARTICLE 4 NAC'S CAPACITY AND CERTIFICATIONS

4.1. It is expressly understood, in the performance of this Agreement, that NAC is an independent contractor and not the agent, representative, partner, employee, or joint venturer of the City. This Agreement does not render any party liable for any of the debts or obligations of the other party.

4.2. NAC has the duty and responsibility under this Agreement for hiring, supervising, training and paying assistants, volunteers, agents and/or employees of NAC and for supplying and maintaining the equipment and supplies necessary in the performance of the Project, except as otherwise specifically agreed to by the City in writing.

4.3. NAC represents and warrants that it has the experience and ability to perform the Project and will at all times faithfully, industriously, and to the best of NAC's ability, experience and talents, perform in a timely manner and with the standard of professional care and skill customarily provided in the performance of such services and pursuant to the express and implicit terms of this Agreement.

4.4. NAC represents that it has not employed or retained any person or company to solicit or obtain this Agreement.

4.5. NAC shall be responsible for complying with all applicable federal, state, and local laws, rules, and regulations.

4.6. NAC agrees that it will not discriminate against any persons on the basis of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex.

ARTICLE 5 RECORDKEEPING AND REPORTING

5.1. NAC shall supply reports to the Director of the City of Norman's Parks and Recreation Department and the City as follows:

a. At least semi-annually with information describing the activities that NAC has undertaken relating to the Project since previously submitted reports. This report may be included with other reports given to the City as required elsewhere or in other agreements. This report shall include NAC's activities in areas such as, but not limited to:
   i. Development or updating of any administrative guidelines, procedures, or applications;
   ii. Marketing and communications activities and performance measures; and
   iii. Detailed status of any potential, ongoing, and completed Murals through the Project.

b. Quarterly with financial reports that include revenue and expense reports compared to budget and balance sheets covering the reporting period and year-to-date. The year-end financial report submitted by NAC to the City shall include an audited financial statement for the previous year, said statement shall be furnished by NAC to the City as soon as reasonably possible after the close of the previous fiscal year.

5.2. All detailed records associated with this Agreement shall be made available for review within ten (10) days by NAC upon request from the City. NAC agrees to maintain all financial records associated with the performance of this Agreement for a period of five (5) years following expiration or termination of this Agreement.

ARTICLE 6 LIABILITY

6.1. The City agrees to be responsible for its own negligent acts and omissions and those of its employees and agents as provided by the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq., as amended.

6.2. NAC agrees to indemnify and hold harmless the City, its officers, agents and employees from and against any and all liability for costs, losses, damages, liabilities, expenses, demands, claims, and judgments, including court costs and attorney's fees, resulting from, or arising out of, NAC's acts, omissions or performance under this Agreement, except to the extent such are caused by the sole negligence of the City. Further, the City shall not be liable or responsible to NAC for any loss or damage to any property or person occasioned by a third party or any Force Majeure event. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under this Agreement.

6.3. This Article 6 shall survive expiration or termination of this Agreement.

ARTICLE 7 INSURANCE

At all times during the Term of this Agreement, or any extensions thereof, NAC, at its own expense, shall maintain such insurance as is reasonably necessary to safeguard the parties from any liability or loss that may occur as a result of the Project, and in not less than the amounts prescribed by the Oklahoma Governmental Tort Claims Act and subsequent revisions thereto. If applicable, NAC shall also keep in force Worker's Compensation insurance in accordance with State Laws. NAC shall be solely responsible for any Worker's Compensation and/or Employer's Liability Insurance.

ARTICLE 8 TERMINATION

8.1. *For Cause*: This Agreement may be terminated by either party, upon written notice, in the event of substantial failure by the other party to perform in accordance with its material duties or obligations under this Agreement.

8.2. *For Convenience*: The City may terminate this Agreement for any reason upon thirty (30) days' written notice to NAC.

8.3. *Force Majeure*: Neither party shall be responsible nor liable for any delays or failures in performance from any cause beyond its reasonable control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of a third party, riots, fires, earthquakes, floods, power blackouts, strikes, or weather events.

ARTICLE 9 NOTICE

Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is delivered personally, or within three (3) business days after it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, to:

City:

Jason Olsen
Director of Parks and Recreation
225 N Webster Ave.

Norman, OK 73070
405-366-5477

Contractor:

Norman Arts Council
Leslie Nottingham, Executive Director
122 E Main St.
Norman, OK 73069
405-360-1162

ARTICLE 10 GOVERNING LAW; VENUE

This Agreement shall be governed and construed in accordance with the laws of the United States of America and the State of Oklahoma. The venue for any action under this Agreement shall be in the District Court of Cleveland County, Oklahoma, or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.

ARTICLE 11 ENTIRE AGREEMENT; AMENDMENTS

This Agreement constitutes the entire agreement among the parties hereto and may not be amended or modified, except in writing, signed by each of the parties hereto.

ARTICLE 12 ASSIGNMENT

This Agreement shall not be assigned by either party without prior written consent of the other party, said consent not to be unreasonably withheld.

ARTICLE 13 NON-WAIVER

No failure on the part of either party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either party of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to either party at law or in equity.

ARTICLE 14 AUTHORITY

Each party hereto has the legal right, power and authority to enter into this Agreement. Each party's execution, delivery and performance of this Agreement has been duly authorized, and no other action is requisite to the valid and binding execution, delivery and performance of this Agreement, except as expressly set forth herein.

ARTICLE 15 SEVERABILITY

If any provision of this Agreement is determined to be unenforceable, invalid, or illegal, then the enforceability, validity, and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

ARTICLE 16 BINDING EFFECT

All the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

[Signatures on following page]

In Witness Whereof, the parties hereunto set their hands and seals the date first above written. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature.

NORMAN ARTS COUNCIL, INC.

BY: Leslie Nottingham
Title: Exec Dir

ACKNOWLEDGEMENT

STATE OF Oklahoma)
) ss:
COUNTY OF Cleveland)

Before me, the undersigned, a Notary Public in and for said County and State, this 19th day of August, 2026, personally appeared Leslie Nottingham to me known to be the identical person who executed the foregoing, and acknowledged to me that he/she executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

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

Deborah Gonzalez
Notary Public

My commission expires:

11/12/28

DEBORAH GONZALEZ NOTARY PUBLIC COMM # 20013922 EXPIRES 11-12-2028 STATE OF OKLAHOMA

CITY OF NORMAN

APPROVED this _____ day of _____, 2026 by the Norman City Council.

BY: _____
Stephen T. Holman, Mayor

ATTEST:

_____
Jamie Meyer, City Clerk

Approved as to form and legality this 6th day of October, 2026.

_____
City Attorney

EXHIBIT A

Gray Street Parking Lot Mural Project

1. Overview

The Public Arts Committee of the Norman Arts Council shall utilize Fifty Thousand Dollars ($50,000.00) of already allocated public art funds for a new mural initiative. The project aims to commission six (6) permanent murals to be installed on the alley-facing barrier walls of the Gray Street parking lot, located in the heart of downtown Norman.

2. Project Description

The Gray Street Mural Project is intended to beautify a currently underutilized and highly visible space, enhancing the pedestrian experience and reinforcing Norman's identity as a city that celebrates creativity and public art. The selected mural sites, located on the alley-facing walls of the Gray Street barrier walls, offer a unique canvas for impactful visual storytelling and community engagement.

3. Artist Selection

To ensure a balance of local relevance and external perspective, we propose the following structure for artist selection:

a. Three (3) "Local Artists," meaning residents of Norman or surrounding communities in Oklahoma; and

b. Three (3) "Non-Local Artists," meaning artists from outside the region with proven mural experience.

An open call for artists will be released as soon as possible following contract execution with a focus on inclusive outreach, particularly to underrepresented artists and communities.

4. Budget

The total project budget is Fifty Thousand Dollars ($50,000.00), which will be used to cover:

a. Artist fees and materials;

b. Equipment rental (e.g., scaffolding, lifts);

c. Site preparation and sealing; and

d. Coordination, insurance, and contingency costs.

5. Timeline

a. Call for Artists Released: Fall 2026

b. Artist Selection Finalized: Winter 2026-2027

c. Site Preparation and Planning: Winter 2027

d. Mural Execution: Spring 2027

e. Target Completion: Weekend of Norman Music Festival 2027

This timeline allows for sufficient lead time to coordinate with the Norman Music Festival, potentially aligning the mural unveiling with the event for increased visibility and public engagement.

6. Goals and Impact

a. Enhance public space through permanent, professionally produced artwork;

b. Celebrate diverse artistic voices from Norman and beyond;

c. Strengthen the visual and cultural identity of downtown Norman;

d. Attract foot traffic and cultural tourism to the area; and

e. Provide a lasting creative legacy in alignment with the City's strategic public art goals.

File Attachments for Item:

24. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-62: BY AND BETWEEN THE CITY OF NORMAN AND VORTEX SERVICES, L.L.C., IN THE AMOUNT OF $739,015.05 FOR THE ROBINSON, RAMBLING OAKS AND FOXBOROUGH STORMWATER PIPE LINING PROJECT; PERFORMANCE BOND B-2627-38; MAINTENANCE BOND MB-2627-20; STATUTORY BOND B-2627-39; PROJECT AGENT RESOLUTION R-2627-43 GRANTING TAX-EXEMPT STATUS AND FUNDS TRANSFER AS OUTLINED IN STAFF REPORT. (WARD 3)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: October 13, 2026

REQUESTER: Jason Murphy, Stormwater Program Manager

PRESENTER: Scott Sturtz, Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-62: BY AND BETWEEN THE CITY OF NORMAN AND VORTEX SERVICES, L.L.C., IN THE AMOUNT OF $739,015.05 FOR THE ROBINSON, RAMBLING OAKS AND FOXBOROUGH STORMWATER PIPE LINING PROJECT; PERFORMANCE BOND B-2627-38; MAINTENANCE BOND MB-2627-20; STATUTORY BOND B-2627-39; PROJECT AGENT RESOLUTION R-2627-43 GRANTING TAX-EXEMPT STATUS AND FUNDS TRANSFER AS OUTLINED IN STAFF REPORT. (WARD 3)

BACKGROUND:

The Capital Stormwater Program provides funding to rehabilitate and replace aging stormwater infrastructure, including concrete flumes, vegetated channels, and storm sewer systems that have deteriorated over time. Projects are identified through citizen service requests and routine inspections and may include flume repairs between residential properties, storm sewer rehabilitation using trenchless methods such as cured-in-place pipe (CIPP) lining, and construction of new drainage infrastructure where needed. These improvements address localized drainage issues, extend the service life of existing assets, and improve overall system reliability for residents.

As part of this program, City staff identified stormwater pipe rehabilitation needs at Robinson Street, Rambling Oaks Drive, and Foxborough Street. The proposed work includes approximately 937 linear feet of 36-inch pipe on Robinson and 170 linear feet of 24-inch pipe on Foxborough to be rehabilitated using ultraviolet cured-in-place pipe (UV CIPP). At Rambling Oaks, approximately 410 linear feet of existing large-diameter storm pipe will be rehabilitated using a GeoKrete structural lining system. The work also includes cleaning and CCTV inspection, post-rehabilitation inspection, mobilization, and grout injection beneath sidewalk areas where needed.

Trenchless rehabilitation allows the City to restore the structural integrity and service life of existing stormwater pipes while substantially reducing excavation, pavement

disturbance, utility conflicts, and impacts to adjacent properties compared with conventional open-cut replacement.

DISCUSSION:
City staff obtained project-specific pricing from Vortex Services, L.L.C., through the BuyBoard cooperative purchasing program. Vortex is an awarded contractor under BuyBoard Contract No. 730-24. The applicable BuyBoard contract, Vortex's proposal and pricing, and the City's project specifications are incorporated into Contract K-2627-62. Vortex's project-specific proposal totals $739,015.05 and includes UV CIPP rehabilitation of approximately 170 linear feet of 24-inch storm sewer at Foxborough and approximately 937 linear feet of 36-inch storm sewer at Robinson. At Rambling Oaks, approximately 410 linear feet of existing large-diameter storm sewer will be rehabilitated using a GeoKrete structural lining system. The contract also includes cleaning and CCTV inspection, post-installation inspection, mobilization, sidewalk grout injection, and other related work. Unit-price quantities will be paid based on actual construction quantities in accordance with the contract documents.

Funding for this work is available in Drainage Rehab FYE 25 (Project DR0034. Account 50599967-46101 Construction) currently has $365,203.60 available. An additional $400,000 is budgeted in the Materials account (50599967-46301). To provide sufficient construction funding for Contract K-2627-62, staff recommends transferring $400,000 from the Materials account to the Construction account.

RECOMMENDATION NO. 1:
Staff recommends approval of Contract K-2627-62 with Vortex Services, L.L.C., in the amount of $739,015.05 for the Robinson, Rambling Oaks and Foxborough Stormwater Pipe Lining Project.

RECOMMENDATION NO. 2:
Staff further recommends that, upon approval of Contract K-2627-62, the following bonds be approved:

Maintenance Bond No. MB-2627-20
Performance Bond No. B-2627-38
Statutory Bond No. B-2627-39

RECOMMENDATION NO. 3:
Staff further recommends that, upon approval of Contract K-2627-62, Vortex Services, L.L.C., be authorized as Project Agent via Resolution No. R-2627-43

RECOMMENDATION NO. 4:
Staff recommends transfer of $400,000 within Drainage Rehab FYE 25 (Project DR0034, account 50599967-46301 Materials) to Construction (account 50599967-46101).

SPECIFICATIONS

AND

CONTRACT DOCUMENTS

FOR THE

Robinson, Rambling Oaks and Foxborough Stormwater Pipe Lining

Contract No. – K-2627-62

Maintenance Bond No. – MB-2627-20

Performance Bond – B-2627-38

Statutory Bond – B-2627-39

Project Agent Resolution – R-2627-43

CITY OF NORMAN
225 N. WEBSTER
NORMAN, OKLAHOMA 73069
(405) 366-5452

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CONTRACT

THIS CONTRACT made and entered into this_____day of_____, 20__, by and between _____as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

WITNESSETH

WHEREAS, the CITY has verified compliance with public bidding requirements as set forth in accordance with law and prepared specifications for the work hereinafter described and shall hereby approve and adopt all of said bidding documents for the furnishing of all labor and materials for the following projects:

K-2627-62 Robinson, Rambling Oaks and Foxborough Stormwater Pipe Lining

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR was awarded BuyBoard Contract 730-24 and,

WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named CONTRACTOR to be the lowest and best Bidder on the above-prepared project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit:

(WRITTEN) seven hundred thirty-nine thousand fifteen and 05/100 dollars (DOLLARS);

(NUMERALS) ($739,015.05).

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

1) The CONTRACTOR shall, in a good and first-class, workman-like manner, at its own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and the following CONTRACT Documents: the CONTRACTOR's proposal and pricing submitted to the CITY; the Construction Drawings, Specifications, Provisions, and Bonds applicable to the project; and the applicable BuyBoard cooperative purchasing contract, including the solicitation, CONTRACTOR's response thereto, and all applicable terms and conditions incorporated therein. All such documents are incorporated into and made a part of this CONTRACT as fully as if the same were set out at length.

2) The CITY shall make payments as stipulated in the contract documents to the CONTRACTOR in the following manner: On or about the first day of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project engineer, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 62, Section 310.9.

On completion of the work, but prior to the acceptance thereof by the CITY, it shall be the duty of the project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations, said official shall make his final certificate to the CITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainages) will be approved and paid.

3) It is further agreed that the CONTRACTOR will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously. Any suspension of work must be approved by the engineer or the engineer's representative. The contract period is as follows:

Robinson, Rambling Oaks, and Foxborough Stormwater Pipe Lining

a. 60 Calendar Days
    i. 60 Calendar Days does not include weather days
        1. Weather days to be determined by the engineer or the streets program manager

Calendar Days does not include weather days
Weather days to be determined by the engineer or streets program manager

4) That the CITY shall pay the CONTRACTOR for the work performed as follows:

a. Payment for unit price items shall be at the unit price bid for actual construction quantities.

b. Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities. Should any defective work or materials be discovered or should a reasonable doubt rise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.

And that the CONTRACTOR'S bid is hereby made a part of this Agreement.

5) The amount of retainage with respect to progress payments will be 5%.

6) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the CITY; and that in the event any additional are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

7) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the CITY, the CONTRACTOR shall be compensated therefore at the unit price and as agreed to by both parties in the execution of the Change Order.

8) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind, and all work and materials shall be subject to rejection by the CITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefore by the CITY.

9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay liquidated damages, as stipulated in the contract document and the General Conditions included in the City of Norman Standard Specifications and Construction Drawings, for each calendar day thereafter.

10) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY prior to issuance of the Work Order and commencement of work on the project. The CONTRACTOR shall provide written documentation from the Maintenance Bond Company that all work, including Change Orders, is covered by the Maintenance Bond before final acceptance of the project.

11) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first above written.

12) To that end, no provision of this CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the CITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the CITY or in any way to restrict the freedom of the third person to the CITY or in any way to restrict the freedom of the CITY to exercise full discretion in its dealing with the Contractor.

13) <u>The sworn, notarized statement below must be signed and notarized before this Contract will become effective.</u>

STATE OF Texas)
) ss:
COUNTY OF Harris)

Ross Cooke, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by CONTRACTOR to submit the above CONTRACT to the CITY. Affidavit further states that CONTRACTOR has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the CITY any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.

Contractor

Subscribed and sworn to before me this 16th day of September, 20 26.

ADAM JOHN NICK
Notary Public, State of Texas
Comm. Expires 06-09-2030
Notary ID 128515472

Notary Public

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 16th day of September 2026, and the _____ day of _____, 20___.

(Corporate Seal) (where applicable)

Principal

Signed: _____

Title: Ross Cooke, RVP

Address 18150 Imperial Valley Dr, Houston, TX 77060

Telephone: 713-750-9081

ATTEST:
Authorized Representative

_____
Corporate Secretary (where applicable)

CITY OF NORMAN:

Approved as to form and legality this 9 day of Oct 2026.

_____
City Attorney

Approved by the Council of the City of Norman, this ____day of _____, 20___.

ATTEST:

_____ _____
City Clerk Mayor

CONTRACT AFFIDAVIT

STATE OF Texas)
) ss:
COUNTY OF Harris)

Ross Cooke, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of Vortex Lining Systems, LLC to submit the above Contract to the City of Norman, Oklahoma.

Affidavit further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

Contractor

Subscribed and sworn to before me this 16th day of September, 2026.

Notary Public

My Commission Expires:
6/9/2030

ADAM JOHN NICK
Notary Public, State of Texas
Comm. Expires 06-09-2030
Notary ID 128515472

AFFIDAVIT

State of Texas

County of Harris

As applicable, the undersigned CONTRACTOR, of lawful age, being duly sworn, on oath represents and warrants that it is not included on the Treasurer's list of financial companies that boycott energy companies. Further, Contractor represents and warrants that it currently does not and will not throughout the duration of this Agreement boycott energy companies pursuant to 74 Okla. Stat. § 12001 et. Seq.

Additionally, as applicable, If CONTRACTOR has 10 or more full-time employees during the term of this Agreement, and this Agreement has a value of one hundred thousand dollars ($100,000) or more, CONTRACTOR hereby represents, warrants, and covenants to the City of Norman that, in accordance with and pursuant to 21 O.S. § 1289.31 (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

Vortex Lining Systems, LLC
Company

By: Ross Coulet

Subscribed and sworn to before me this 7th day of October, 20 26.

ADAM JOHN NICK
Notary Public, State of Texas
Comm. Expires 06-09-2030
Notary ID 128515472

Notary Public (or Officer having Power to Administer Oaths)

My Commission Expires: June 9th, 20 26.

PERFORMANCE BOND

Bond No. 612428649

Know all men by these presents, that Vortex Lining Systems, LLC as PRINCIPAL, and United States Fire Insurance Company Corporation organized under the laws of the State of NJ and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of Seven Hundred Thirty Nine Thousand Fifteen Dollars and 05/100 DOLLARS, ($ 739,015.05), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

K-2627-62 Robinson, Rambling Oaks and Foxborough Stormwater Pipe Lining

has entered into a written CONTRACT (K-2627-62) with THE CITY OF NORMAN, dated this _____ day of _____, 20___ for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL shall, in all particulars, well and truly, perform and abide by said CONTRACT and all specifications and covenants thereto and shall promptly and properly complete the work on this PROJECT in accordance with the CONTRACT; and if the PRINCIPAL shall protect and hold harmless the CITY from all loss, damage, and expenses to life or property suffered or sustained by any person, firm or corporation caused by PRINCIPAL or their or its agents, servants or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding or protecting the same, or from any act or omission of PRINCIPAL of their or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the CITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in the CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), and the 18th day of September, 20 26 and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the day of September 18, 2026.

Performance Bond No. B-2627-38
Page 1of 3

(Corporate Seal) (where applicable)

ATTEST:

Corporate Secretary (where applicable)

Principal Signed: Vortex Lining Systems, LLC

Authorized Representative

Title: Ross Cooke, RVP

Address: 18150 Imperial Valley Drive

Houston, TX 77060

Telephone: 864-918-7951

(Corporate Seal) (where applicable)

ATTEST: Allison Howell

Allison Howell

Surety: United States Fire Insurance Company

Signed: Quanda Warren

Authorized Representative

Printed: Quanda Warren

Authorized Representative

Title: Attorney-in-Fact

Address: 305 Madison Avenue Morristown, NJ 07960

Telephone: (973) 490-6600

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20___, by _____ (Name and Title), of _____, a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this _____ day of _____, 20____.

_____
Notary Public

My Commission Expires:

_____

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by _____(Name and Title) of _____,
a(n) corporation.

WITNESS my hand and seal this _____ day of _____, 20__.

_____
Notary Public

My Commission Expires:
_____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by _____ (Name and Title) _____ (partner/agent) on behalf of _____, a partnership.

WITNESS my hand and seal this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires:
_____

CITY OF NORMAN

Approved as to form and legality this 9 day of Oct, 2026.

_____
City Attorney

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

ATTEST:

_____ _____
City Clerk Mayor

STATUTORY BOND

Bond NO. 612428649

Know all men by these presents that Vortex Lining Systems, LLC as PRINICPAL, and United States Fire Insurance Company, a corporation organized under the laws of the State of NJ, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the sum of Seven Hundred Thirty Nine Thousand Fifteen Dollars and 05/100 DOLLARS ($ 739,015.05), or the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

K-2627-62 Robinson, Rambling Oaks and Foxborough Stormwater Pipe Lining

has entered into a written CONTRACT (K-2627-62) with THE CITY OF NORMAN, dated this _____ day of _____, 20___, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL shall, in all particulars, well and truly, promptly and properly, pay or cause to be paid all indebtedness incurred for labor, materials, rental of machinery or equipment, and repairs of and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or their or its subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes and due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. §§ 1-2, for the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the SURETIES, or any of them, from the obligation of this Bond.

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 18th day of September, 20 26, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the 18th day of September, 20 26.

(Corporate Seal) (where applicable)

ATTEST

_____
Corporate Secretary (where applicable)

Principal Signed: Vortex Lining Systems, LLC
_____
Authorized Representative

Title: Ross Cooke, RVP

Address: 18150 Imperial Valley Drive

Houston, TX 77060

Telephone: 864-918-7951

Statutory Bond No. B-2627-39
Page 1 of 3

(Corporate Seal) (where applicable)

ATTEST: Allison Howell

Allison Howell

Surety: United States Fire Insurance Company

Signed: Quanda Warren

Authorized Representative

Printed: Quanda Warren

Authorized Representative

Title: Attorney-in-Fact

Address: 305 Madison Avenue, Morristown, NJ 07960

Telephone: (973) 490-6600

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20___, by _____ (Name and Title), of _____,
a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires:
_____

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20___, by _____(Name and Title) of _____,
a(n) corporation.

WITNESS my hand and seal this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires:
_____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20___, by _____ (Name and Title) _____ (partner/agent) on behalf of _____, a partnership.

WITNESS my hand and seal this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires:

_____

CITY OF NORMAN

Approved as to form and legality this 9 day of Oct, 2026.

_____
City Attorney

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

ATTEST:

_____ _____
City Clerk Mayor

CITY OF NORMAN

Bond No. 612428649

MAINTENANCE BOND

Know all men by these presents that Vortex Lining Systems, LLC, as Principal, and United States Fire Insurance Company a corporation organized under the laws of the State of NJ, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of Seven Hundred Thirty Nine Thousand Fifteen Dollars and 05/100 DOLLARS ($ 739,015.05), such sum being equal to the contract price and being in force for a period of one year from the date of the acceptance of the below described improvements by the City Council, and thereafter for the sum of one hundred eighty-four thousand seven hundred fifty-three and 76/100 DOLLARS($ 184,753.76), such sum being not less than twenty-five (25%) of the total contract price of said improvements for a period of two years thereafter, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best bidder on the following project:

K-2627-62 Robinson, Rambling Oaks and Foxborough Stormwater Pipe Lining

has entered into a written CONTRACT (K-2627-62) with the CITY OF NORMAN, dated this _____ day of _____, 20___ for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by references as if fully set forth; and,

WHEREAS, under the ordinances of the CITY the PRINCIPAL is required to furnish to the CITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW, THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the CITY or expense to the CITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of three (3) years from the date of the written final acceptance by the CITY, then this obligation shall be null and void. The amount of the Maintenance Bond shall be 100 % of the contract amount for the first year and then 25% of the contract amount for the following two (2) years. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the CITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 18th day of September, 20 26, and the SURETY has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its authorized representative(s) on the 18th day of September, 20 26.

(Corporate Seal) (where applicable)

ATTEST:

Corporate Secretary (where applicable)

Principal Vortex Lining Systems, LLC
Signed: _____
Authorized Representative
Title: Ross Cooke, RVP

Address: 18150 Imperial Valley Drive
Houston, TX 77060

Telephone: 864-918-7951

(Corporate Seal) (where applicable)

ATTEST: Allison Howell
Allison Howell

Surety: United States Fire Insurance Company
Signed: Quanda Warren
Authorized Representative

Printed: Quanda Warren
Authorized Representative

Title: Attorney-in-Fact

Address: 305 Madison Avenue Morristown, NJ 07960

Telephone: (973) 490-6600

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20__, by _____(Name and Title), of _____, a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires:

_____

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20___, by _____(Name and Title) of _____, a(n) corporation.

WITNESS my hand and seal this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires:

_____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20___, by _____(Name and Title)_____ (partner/agent) on behalf of _____, a partnership.

WITNESS my hand and seal this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires:

_____

CITY OF NORMAN

Approved as to form and legality this 9 day of Oct, 2024.

_____
City Attorney

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

ATTEST:

_____ _____
City Clerk Mayor

CERTIFICATION
(*Vortex Lining Systems, LLC*)

Date: January 1, 2025

TO WHOM IT MAY CONCERN: I, the undersigned Secretary and General Counsel of Vortex Companies, LLC, a Delaware limited liability company, hereby certify as follows:

- That Vortex Lining Systems, LLC was previously named Quadex Lining Systems, LLC, with such name change effective January 1, 2021;

- That Vortex Lining Systems, LLC is a wholly-owned subsidiary of Vortex Infrastructure Services, LLC, which is a wholly-owned subsidiary of Vortex Companies, LLC;

- That the following individuals are officers of Vortex Companies, LLC and Vortex Lining Systems, LLC, and are authorized signatories for Vortex Lining Systems, LLC, a Delaware limited liability company:

Michael Vellano	Chief Executive Officer
Ryan Graham	Chief Operating Officer
B.J. Kerstiens	Senior Vice President - Services
Ross Cooke	Regional Vice President, VLS
Matthew Samford	Chief Financial Officer
Louis Gastin	Assistant Secretary

- That each of the foregoing officers is authorized to execute bid packages, contracts, subcontracts, purchase orders, change orders and all other contract documents on behalf of the Company and fully bind the Company.

This Certification may be relied upon by third parties to confirm the authority of officers to act on behalf of the Company.

VORTEX LINING SYSTEMS, LLC

By: Vortex Infrastructure Services, LLC, its sole member

By: Vortex Companies, LLC, its sole member

By: 

Quin Breland, its Senior VP and Secretary

Resolution

R-2627-43

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING VORTEX SERVICES, L.L.C., AS PROJECT AGENT FOR THE ROBINSON, RAMBLING OAKS, AND FOXBOROUGH STORMWATER PIPE LINING PROJECT, FOR THE CITY OF NORMAN.

§ 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Vortex Services, L.L.C., for the Robinson, Rambling Oaks, and Foxborough Stormwater Pipe Lining Project; and

§ 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Vortex Services, L.L.C., its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, Vortex Services, L.L.C., to purchase materials which are in fact used for the Robinson, Rambling Oaks, and Foxborough Stormwater Pipe Lining Project; and

§ 3. WHEREAS, this limited agent status is conferred with the express understanding that Vortex Services, L.L.C., shall appoint employees and subcontractors as sub-agents who shall be authorized to make purchases on their behalf.

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

§ 4. That the City of Norman, Oklahoma, on the 13th day of October, 2026, did appoint Vortex Services, L.L.C., who is involved with the Robinson, Rambling Oaks, and Foxborough Stormwater Pipe Lining Project, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the Robinson, Rambling Oaks, and Foxborough Stormwater Pipe Lining Project.

PASSED AND ADOPTED THIS 13TH DAY OF OCTOBER 2026.

_____
Mayor, Stephen T. Holman

ATTEST:

_____
City Clerk

CONTRACTOR PRICING WORKSHEET

JOB ORDER CONTRACTING NO: **730-24**

PROJECT NAME: OK - Norman - FY 2027 - Lining

THE LOCAL GOVERNMENT PURCHASING COOPERATIVE

Item	Description of Item	Est. Quant.	Unit	LIST PRICING Unit Price	LIST PRICING Total	PROJECT SPECIFIC DISCOUNT Unit Price	PROJECT SPECIFIC DISCOUNT Total
	BASE BID ITEMS						
I.5A.008	Clean & CCTV 24" Light Cleaning <3passes included in Install	170	LF	$ 24.00	$ 4,080.00	$ -	$ -
I.5A.012	Clean & CCTV 36" Light Cleaning <3passes included in Install	937	LF	$ 33.00	$ 30,921.00	$ -	$ -
I.5A.016	Clean & CCTV 60" Light Cleaning <3passes included in Install	410	LF	$ 55.00	$ 22,550.00	$ -	$ -
I.20A.041	Mobilization - Oklahoma - UV CIPP	1	EA	$ 35,000.00	$ 35,000.00	$ 25,000.00	$ 25,000.00
I.1A.008	24" X 5.6mm - CIPP UV Cure - Foxborough	170	LF	$ 263.00	$ 44,710.00	$ 263.00	$ 44,710.00
I.1A.012	36" X 5.6mm - CIPP UV Cure - Robinson	937	LF	$ 475.00	$ 445,075.00	$ 345.00	$ 323,265.00
I.20A.041	Mobilization - VLS Crew	1	LS	$ 35,000.00	$ 35,000.00	$ 15,000.00	$ 15,000.00
II.21A.005	VLS - Geokrete Supply & Install 1.5" GeoKrete Plus Corrugation Fill (1x3) On Existing 56" CMP Storm Pipe And 1" On Exiting 48" RCP	410	LF	$ 937.50	$ 384,375.00	$ 690.00	$ 282,900.00
II.21A.020	VLS Crew Invert Repair (Per CF) *Will Bill As Needed	1	CF	$ 200.00	$ 200.00	$ 175.00	$ 175.00
I.5A.031	21" - 36" Post TV Inspection After Rehabilitation	1107	LF	$ 11.00	$ 12,177.00	$ 11.00	$ 12,177.00
I.5A.035	55" - 60" Post TV Inspection After Rehabilitation	410	LF	$ 52.20	$ 21,402.00	$ 30.00	$ 12,300.00
II.21B.004	Grout Injection Under Sidewalk (min pay 1,037#)	1037	#	$ 30.00	$ 31,110.00	$ 22.65	$ 23,488.05
	Proposal BASE Total				**$ 1,066,600.00**		**$ 739,015.05**
	SUPPLEMENTAL ITEMS						
	Proposal SUPPLEMENTAL ITEMS Total				**$ -**		**$ -**
	TOTAL BASE + SUPPLEMENTAL (less Bonds)				**$ 1,066,600.00**		**$ 739,015.05**

Insurance, Bonds, CoOp Fee: $ -

Pricing Date: **08.21.26**

TOTAL: $ 739,015.05

Buying Agency:	City of Norman OK - Stormwater Division
Contact Person:	Luis Rangel
Phone:	(405) 219-8111
Email:	Luis.Rangel@NormanOK.gov

Contractor:	Vortex Services, LLC
Prepared By:	Patrick Holland
Phone:	207.530.0937
Email:	patrick.holland@vortexcompanies.com

NOTE: **The Customer shall be responsible for providing:**

- All pricing is contingent upon release of the entire scope. Partial scope release will require review and recalculation of costs.
- Access to jobsite and hydrants or free water source as necessary (including meters)
- Town will provide dump site and pay for any associated fees
- All Traffic Control
- All Permits and Permissions which may be necessary (Federal, State, Local, etc.)
- Any and all access will be provided by Town
- Bypass included up to 350gpm beyond that will be added cost
- Depth to invert assumed to by <8' (design of thickness).
- Condition of Property: The parties acknowledge that the nature of the Work to be performed hereunder at the Property is such that the drain line and other characteristics and conditions of the site and Property cannot be fully assessed by Contractor until the Services identified in the proposal have commenced. As such, the parties acknowledge that the condition of the Property including the drain line may necessitate modifying the proposal and executing applicable Purchase Orders. Neither party, at this time, can satisfy itself as to coordination of such schedules and as to the existing condition of all parts of the Property and its location, including, without limitation, access to the Site, availability, location, and condition of the drain line, all necessary utilities, climatic conditions, surface and subsurface conditions, potential exposure to hazardous or toxic wastes and substances, gases and other hazardous conditions and the condition of all improvements in or on the Property. Once the actual condition of the Property or of any of the other items described above is determined and necessary modifications to the proposal and/or Purchase Orders are mutually agreed upon, the Contractor shall be solely responsible for completing the Work.

- Mechanical Cleaning / Tuberculation removal not included in bid proposal.
- If bond is needed please add 1.5%.
- Any Site Restoration will be performed by Others.
- Cleaning includes 3 passes per pipe segment. Additional passes shall be charged at $685.00/Hr. Includes downtime for CCTV crew
- CIPP Samples can be provided at no additional cost. If 3rd party CIPP testing is required, it can be provided at $450 per each test. There was no CIPP specification mentioning samples and testing for this bid.
- If a certified P.E. thickness design is required, please add $2,000 per each diameter.
- Standard wages are included. Therefore, Prevailing wages / Union Wage Rates / Apprenticeships are not included in this bid proposal.
- Client / GC must notify Vortex if the project is Certified payroll prior to contract execution or additional fees may apply.
- Any delays besides weather that is outside of our control will be billed at a standby rate of $1,250 / hour, for the CIPP Lining Crew & $650/ hour for the Clean & CCTV Crew.

SIDEWALK GROUTING CLARIFICATIONS

1.)Owner shall be available throughout project to review completed work and indicate acceptance or exceptions prior to SGSde-mobilization from worksite.
2.)Provide clear access to work areas; advise SGSI of any underground utilities, hazards above or below ground surface
3.)Owner warrants that all underground utilities in the affected repair areas have been pressure tested and are structurally sound
4.)Owner shall be responsible for all aesthetic wall repairs and flooring materials affected by repair procedure, pre and post job
5.)Owner indemnifies and holds harmless Superior Grouting Services Inc, from any/all claims relating to current condition of existing concrete. Superior will re-align concrete applying the highest standard, quality and accuracy possible considering current condition of the existing concrete.

File Attachments for Item:

25. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-63: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND EGIS USA, INC. IN THE AMOUNT OF $82,700.00 FOR THE DESIGN OF THE FRANKLIN ROAD BRIDGE REHABILITATION OVER LITTLE RIVER BOND PROJECT AND FUNDS TRANSFER AS OUTLINED IN THE STAFF REPORT. (WARD 5)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: Joseph Hill, Streets Program Manager

PRESENTER: Scott Sturtz, Public Works Director

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-63: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND EGIS USA, INC. IN THE AMOUNT OF $82,700.00 FOR THE DESIGN OF THE FRANKLIN ROAD BRIDGE REHABILITATION OVER LITTLE RIVER BOND PROJECT AND FUNDS TRANSFER AS OUTLINED IN THE STAFF REPORT. (WARD 5)

BACKGROUND:

On October 10, 2023, the citizens of Norman voted in favor of a $50 million bridge replacement and rehabilitation bond issue. The projects listed in the bond are intended to be completed with bond funds. However, federal funds will be pursued at every opportunity. Please see the attached project list and map showing the project locations.

On October 11, 2023, City staff advertised Request for Proposal RFP 2324-29 to solicit Consulting Engineering Services for the bond projects still requiring design. The selection committee, consisting of three (3) City staff (Joseph Hill – Streets Program Manager, Jeff Fordice – Capital Projects Engineer, and Brandon Brooks – Capital Projects Engineer) and two (2) citizens, shortlisted eight (8) consultant teams for interviews held on January 18, 2024. Also present at the interviews were the acting City Engineer and the City Auditor. The five (5) consultant teams selected after interviews to complete the design on these projects are:

- Garver, Norman
- EGIS USA Inc, Oklahoma City (formerly known as H.W. Lochner)
- MKEC, Oklahoma City
- Aguirre & Fields, Oklahoma City
- CEC, Oklahoma City

These consultants are being assigned the various projects by City staff based on capacity, performance during the interview process, and capabilities of their firm to complete a specific project.

Tonight's agenda item is to award the contract for design of Franklin Road Bridge Rehabilitation over Little River located 0.2 miles west of 72nd Avenue NE.

DISCUSSION:

The Franklin Road Bridge rehabilitation includes replacing construction and expansion joints, bridge deck repairs, replacing select bearing assemblies, adding riprap to the slope and abutment, and roadway work necessary to tie the existing road into the rehabilitated bridge.

Once the design is completed, Egis will assist with the necessary environmental permitting. City staff anticipates a 2028 bid opening with construction estimated to take approximately 9 months to complete.

EGIS' Scope of Services includes:

- Environmental Permitting
- Design Plan submittals at 60%, and Final Plan stages
- Bidding Assistance
- As Built Drawing Services

Funds are available to pay for these design services in the amount of $82,700.00 in the Capital Fund, General Obligation Bond, Series 2024A Fund Balance (Account 50-29000). However, the funds will need to be transferred into the project Design Account (BP0874, Account 50595367-46201).

If approved, EGIS will begin work immediately on the critical path items.

RECOMMENDATION 1:

Staff recommends a balance transfer in the amount of $82,700.00 from the Capital Fund, General Obligation Bond, Series 2024A Fund Balance (Account 50-29000) to the Franklin Road Bridge Rehabilitation project (BP0874 Design, Account 50595367-46201).

RECOMMENDATION 2:

Staff recommends approval of Contract K-2627-63 between the City of Norman and EGIS USA, Inc. in the amount of $82,700.00 for the design of the Franklin Road Bridge Rehabilitation Bond Project.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and Egis USA, Inc. (CONSULTANT) for the following reasons:

1. OWNER intends to rehabilitate the Franklin Road bridge, NBI 19348 (the Project); and,

2. OWNER requires certain professional survey, design, analysis and engineering services in connection with the Project (the SERVICES); and,

3. CONSULTANT is prepared to provide the SERVICES.

In consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE
The effective date of this AGREEMENT shall be ___ day of _____, 2026.

ARTICLE 2 - GOVERNING LAW
This AGREEMENT shall be governed by the laws of the State of Oklahoma.

ARTICLE 3 - SCOPE OF SERVICES
CONSULTANT shall provide the SERVICES described in Attachment A, Scope of Services.

ARTICLE 4 - SCHEDULE
CONSULTANT shall exercise its reasonable efforts to perform the SERVICES described in Attachment A according to the Schedule set forth in Attachment B.

ARTICLE 5 - COMPENSATION
OWNER shall pay CONSULTANT in accordance with Attachment C, 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.

ARTICLE 6 - OWNER'S RESPONSIBILITIES
OWNER shall be responsible for all matters described in Attachment D, Owner's Responsibilities. OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by OWNER to CONSULTANT. If OWNER does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to CONSULTANT, OWNER shall obtain a license or right to use, including the right to sublicense to CONSULTANT. OWNER hereby grants CONSULTANT the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the SERVICES. OWNER represents that CONSULTANT'S use of such documents will not infringe upon any third parties' rights.

ARTICLE 7 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the SERVICES as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this AGREEMENT or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the SERVICES.

ARTICLE 8 -INDEMNIFICATION AND LIABILITY

Indemnification. To the extent permitted by law, including the Constitution of the State of Oklahoma, the CONSULTANT and the OWNER each hereby agree to defend, indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the indemnifying party or its subcontractors, if any, in the performance of SERVICES under this AGREEMENT. The indemnity provided by the CONSULTANT in this regard shall extend in favor of the OWNER to any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of any subconsultant hired by CONSULTANT for the Project. The CONSULTANT and the OWNER each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims. This indemnity is not limited except as provided by applicable Oklahoma law. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this AGREEMENT to be furnished by the CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to the OWNER at common law.

Survival. The terms and conditions of this Article shall survive completion of the SERVICES, or any termination of this AGREEMENT.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

a) General Liability Insurance, with a limit of $1,000,000 per occurrence and $2,000,000 annual aggregate.
b) Automobile Liability Insurance, with a combined single limit of $1,000,000 for each person and $1,000,000 for each accident.
c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of $500,000 for each occurrence.
d) Professional Liability Insurance, with a limit of $1,000,000 per claim and annual aggregate.

CONSULTANT shall, upon written request, furnish OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to OWNER. OWNER shall require all Project contractors to include OWNER, CONSULTANT, and its parent company, affiliated and subsidiary entities, directors, officers and employees, as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both OWNER and CONSULTANT, each to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT that are outside of CONSULTANT's reasonable control and/or Scope of Services set forth in Attachment A; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to, or otherwise under the control of the CONSULTANT, to fulfill contractual responsibilities to OWNER or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services. In the event the OWNER requests the CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to the CONSULTANT for review at least 15 days prior to the requested date of execution. The CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment, (a) increase the CONSULTANT'S legal or contractual obligations or risks beyond the terms of this agreement; (b) require knowledge, services or responsibilities beyond the scope of this AGREEMENT; or (c) result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot reasonably ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because the CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet project schedules, the CONSULTANT's opinion of probable costs and of project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. The CONSULTANT does not guarantee that proposals, bids, or actual project costs will not vary from the CONSULTANT'S cost estimates or that actual schedules will not vary from the CONSULTANT'S projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by CONSULTANT as deliverables pursuant to the Attachment A, Scope of Services are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by OWNER or others on modifications or extensions of the PROJECT or on any other project. Any reuse without prior written verification or adaptation by THE CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by CONSULTANT and furnished to OWNER as part of the SERVICES shall become the property of OWNER; provided, however, that CONSULTANT shall have the unrestricted right to their use. CONSULTANT shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT.

ARTICLE 14 - TERMINATION AND SUSPENSION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. OWNER may terminate or suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. CONSULTANT shall terminate or suspend performance of the SERVICES on a

schedule acceptable to OWNER, and OWNER shall pay CONSULTANT for all the SERVICES performed. Upon restart of suspended SERVICES, an equitable adjustment shall be made to CONSULTANT'S compensation and the project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT. CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 16 - NOTICES

Any notice required by this AGREEMENT shall be made in writing to the address specified below:

OWNER:

Joseph Hill
Streets Program Manager
City of Norman
P.O. Box 370
Norman, OK 73070

CONSULTANT

Egis USA, Inc.
Evan Ludwig
Vice President
6301 Waterford Blvd., Suite 310
Oklahoma City, OK 73118

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OWNER and CONSULTANT.

ARTICLE 17 - DISPUTES

In the event of a dispute between OWNER and CONSULTANT arising out of or related to this AGREEMENT, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute as allowed by applicable law and regulation. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

CONSULTANT hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable

laws and regulations, including the City of Norman's policies and provisions. The CONSULTANT affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, gender identity or expression, marital status or familial status, including marriage to a person of the same sex, citizen status, national origin or ancestry, place of birth, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is CONSULTANT'S policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. The CONSULTANT further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-1 00 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 19 - WAIVER

A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 20 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if it did not contain the particular portion or provision held to be void.

ARTICLE 21 - INTEGRATION

This AGREEMENT, including Attachments A, B, C, and D incorporated by this reference, represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

OWNER and CONSULTANT each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this AGREEMENT and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this AGREEMENT.

ARTICLE 23 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign any rights or duties under this AGREEMENT without the prior written consent of the other party,; provided, however, CONSULTANT may assign its rights to payment without OWNER'S consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from engaging independent CONSULTANTS, associates, and subcontractors to assist in the performance of the SERVICES.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The SERVICES provided for in this AGREEMENT are for the sole use and benefit of OWNER and CONSULTANT. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

ARTICLE 25 – ACKNOWLEDGEMENT

If CONSULTANT has 10 or more full-time employees during the term of this Agreement, and this Agreement has a value of one hundred thousand dollars ($100,000) or more, CONSULTANT hereby represents, warrants, covenants to the OWNER that, in accordance with and pursuant to 21 O.S. § 1289.31 AND 74 O.S. § 12001 (i) it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, or is not boycotting an energy company and (ii) will not discriminate against a firearm entity or firearm trade association, or boycott an energy company, during the term of this Agreement.

IN WITNESS WHEREOF, OWNER and [CONSULTANT NAME] have executed this AGREEMENT.

DATED this ____ day of _____, 2026.

The City of Norman (OWNER)	Egis USA, Inc. (CONSULTANT)
Signature _____	Signature Evan Ludwig
Name _____	Name Evan Ludwig
Title _____	Title Vice President
Date _____	Date 10-5-2026
Attest:	Attest:
_____ City Clerk	Ashley Hickman 10/5/2026 Secretary

NOTARY PUBLIC
Expires 5/22/2030
Ashley Len Hickman
My Commission 26005311
STATE OF OKLAHOMA

Approved as to form and legality this 8 day of Oct 2026.

Elisabeth Muckala
City Attorney

Signatory Notarization

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, SS:

Before me, the undersigned, a Notary Public in and for said Evan Ludwig of the Egis USA, Inc., its Vice President, to me known to be the identical person(s) who executed the foregoing K-2627-63 Professional Services Contract and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal this 5 day of October, 20 26

My Commission Expires: 5/22/2030



Notary Public: Ashley Hickman

ATTACHMENT A
SCOPE OF SERVICES

EGIS USA, INC.
FRANKLIN ROAD OVER LITTLE RIVER (NBI 19348)
September 11, 2026

Project Scope
The project intent is to rehabilitate the bridge over Little River. A preliminary plan meeting is anticipated to confirm repair types, repair details, and traffic control. A final plan field review meeting will be held.

1. ROADWAY DESIGN

The road will be closed to traffic during construction. Design for all permanent or temporary traffic control will be prepared in accordance with current ODOT and FHWA Manual on Uniform Traffic Control Devices design standards.

The anticipated plan sheets for the Roadway are:
1. Title Sheet
2. Traffic Notes & Pay Quantities
3. Traffic Control Detour
4. Striping Details

2. BRIDGE DESIGN

The existing bridge over Little River will be rehabilitated. The construction plans will include:
1. Replacing the construction and expansion joints.
2. Performing bridge deck repairs.
3. Applying a flood coat to the bridge deck.
4. Replacing select bearing assemblies.
5. Cleaning and painting bearing assemblies.
6. Repairing and encasing exposed abutment piles.
7. Repairing deteriorated substructure concrete.
8. Applying elastomeric coating to the substructure.
9. Filling voids under the abutments with CLSM.
10. Adding riprap around the slope and abutment.

The anticipated plan sheets for the bridge are:
1. General Notes & Pay Quantities
2. General Plan & Elevation
3. Abutment Details
4. Pier Details
5. Construction and Expansion Joint Details

6. Bearing Details

All design will be prepared in U.S. customary units and in accordance with the Oklahoma Department of Transportation (ODOT) Standard Specifications for Highway Construction, 2019.

3. ENVIRONMENTAL

CC Environmental will conduct a waters and wetlands and biological field study, document the Ordinary High-Water Mark, and review cultural resources in the area. Assist with the preparation and request for a “no permit required” letter from the USACE. Refer to the attached exhibit from CC Environmental.

4. ADDITIONAL ITEMS

Bidding / Construction
The consulting engineer will be available to answer questions and assist City staff during the bidding and construction phases. Prepare electronic files for bidding purposes and attend one (1) pre-bid meeting. This scope of services does not include Construction Management or Inspection.

Services Not Included in Scope of Work

- Right-of-Way plans
- Utility relocation plans
- Traffic studies
- Public and Stakeholder meetings
- Construction management
- Construction inspection
- Construction staking
- 404 Permits

Meetings
Additional meetings included in the Scope of Services:

- Attend two (2) in-person preliminary review meetings with the City of Norman.

Deliverables
Deliverables will include construction bid documents. Deliverables will be in PDF format and electronic which will include any DWG and picture files. Ownership will be with the City.

Compensation
Compensation for the project shall be as outlined in the contract. Invoicing and payments shall be in accordance with progressive completion payments as outlined in the contract.

The format for the compensation shall be:

Roadway	Lump Sum
Bridge Design	Lump Sum
Environmental	Lump Sum
As-Built Drawing Services	Lump Sum

The proposed fee schedule for these services is as follows:

Roadway	$15,000.00
Bridge A	$52,700.00
Environmental	$11,000.00
As-Built Drawing Services	$4,000.00
Total Fee	$82,700.00

Project Schedule

It is the intent of this Contract that the consulting engineer shall complete the plans in accordance with the following schedule items:

Notice To Proceed	October 2026
Submit Plans for 60% Preliminary Field Review	March 2027
Submit Plans for Final Plan Field Review Meeting	June 2027
Submit Plans for PS&E Package	September 2027

CC Environmental, LLC

September 10, 2026

Mr. Evan Ludwig, PE
EGIS
6301 Waterford Blvd, Suite 310
Oklahoma City, OK 73118

Re: City of Norman – Franklin Road Bridge Rehabilitation: Environmental Scope & Fee

Mr. Ludwig:

Please let this letter serve as a generic scope of services for the city of Norman's (City) Franklin Road bridge rehabilitation project. CC Environmental (CCE) will perform environmental work related to compliance with Section 404 of the Clean Water Act (CWA) as administrated by the US Army Corps of Engineers (USACE).

Based on the information provided, the project involves structural rehabilitation (e.g., deck improvements), scour protection (e.g., riprap placement), and debris removal. The placement of riprap is anticipated to be above the ordinary high-water mark (OHWM), no construction materials will be placed in the water, no work roads will be needed, and any debris removal will be done following the USACE "one-step removal process". Consequently, a Section 404 permit may not be required for this effort.

In order to properly document the process and assist with the design plans, CCE proposes the following scope. A waters and wetlands and biological (e.g., protected species review) field study will be conducted. The OHWM will be determined and any protected species or habitat will be documented. The information gleaned from this review will be used to support the design (e.g., location of riprap). In addition, a desktop cultural resources review will be completed for the project area. The intent of this review is to determine if there are any archeological sites in the immediate area and if the bridge is considered eligible for inclusion on National Register of Historic Place (NHRP) since it is greater than 45 years old. After the field studies and background review are complete, CCE will produce the associated letter reports documenting the information. These reports should not be used for consultation with the US Fish & Wildlife Service (USFWS), the State Historic Preservation Office (SHPO), or affected Native American Tribes. Rather they would be used to support the design work and the request for a "no permit required" letter from the USACE.

Once sufficient design plans are complete, we would work with you and the City on generating a USACE concurrence request that no permit would be required for the proposed action. Their response, along with any species notes or storm water related comments, would be complied for inclusion in the final design plan set.

The anticipated cost for field studies, desktop review, and Section 404 compliance documentation is a lump sum $11,000. Please note, the proposed scope does not include a cultural resources ground survey because no Section 404 permit is anticipated. However, if a Section 404 permit is later deemed necessary, then additional studies would be needed. Also, this scope does not include public involvement or stakeholder meetings, noise studies, Section 6(f) compliance, floodplain permitting, regulatory fees, USACE permitting, or any mitigation related aspects. If necessary or desired, arrangements can be made to address these issues for a separate fee. This proposal assumes that CCE will be granted permission, obtained by others, to access the private property associated with the project footprint.

3533 National Drive, Norman, OK 73069 | PO Box 1292 Norman, OK 73070
Phone: (405) 321-8181 | Fax: (405) 307-9290

We look forward to working with you on this project. If you have any questions, feel free to contact me at (405) 761-1225 or via email geoff@ccenviro.net.

Sincerely,



Geoffrey A. Canty, Ph. D.
Director of Environmental Services


Franklin Rd Study Area
Legend
Franklin Rd
200 FT
WITHIN ROW
Franklin Rd
Franklin Rd
Franklin Rd
250 FT RIGHT OF CENTER
250 FT LEFT OF CENTER
200 FT
Google Earth
300 ft
N

ATTACHMENT B
PROJECT SCHEDULE

Article 4 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

It is understood and agreed that the date of beginning, rate of progress, and the time of completion of SERVICES under this AGREEMENT are essential provisions of this AGREEMENT. It is further understood and agreed that the services under this AGREEMENT shall commence upon execution of the AGREEMENT between OWNER & CONSULTANT and after receipt of a written Notice to Proceed from CONSULTANT. The parties mutually agree that time is of the essence in the performance of this AGREEMENT in order for OWNER to have advantage of existing funding. CONSULTANT agrees to provide SERVICES for each phase of PROJECT as stated in Attachment A – Scope of Services, in accordance with the time frame as stated below:

TASK/MILESTONE	ANTICIPATED COMPLETION DATE
Notice to Proceed	October 13, 2026
Submit Plans for 60% Preliminary Plan Field Review	March 2027
Submit Plans for Final Plan Field Review	June 2027
Submit Plans for PS&E	September 2027

The parties further agree that CONSULTANT will meet this schedule using standards and procedures for their submissions consistent with those currently used by Engineers/Surveyors practicing in Oklahoma. This schedule excludes the governing agency review time (except as provided above) and any time lost while CONSULTANT is waiting for direction either by government agency or OWNER, and any excusable delays as described in Article 15 of the AGREEMENT.

Dates indicated are dependent upon timely review by OWNER and other factors beyond direct control of CONSULTANT.

ATTACHMENT C
COMPENSATION

Article 5 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

The CONSULTANT agrees to perform the SERVICES identified in **Attachment A – Scope of Services**, in accordance with the limitations and conditions set forth in the AGREEMENT to pay an amount not to exceed $82,700.00 unless changed or modified by a mutually executed contract amendment between the OWNER and the CONSULTANT.

The OWNER shall pay the CONSULTANT for completion of the SERVICES of each task identified in **Attachment A – Scope of Services**, in accordance with the amounts stated below:

DESIGN TASK	COMPENSATION
Task 1 – Roadway / Street	$15,000.00
Task 2 – Traffic	$0.00
Task 3 – Bridge / Structural	$52,700.00
Task 4 – Survey	$0.00
Task 5 – Geotechnical Testing	$0.00
Task 6 – Environmental Clearance	$11,000.00
Task 7 – Right-of-Way	$0.00
Task 8 – Utilities	$0.00
Task 9 – Construction	$0.00
Task 10 – Additional Items (As-Built Drawings)	$4,000.00
TOTAL COMPENSATION	$82,700.00

ATTACHMENT D
OWNER'S RESPONSIBILITIES

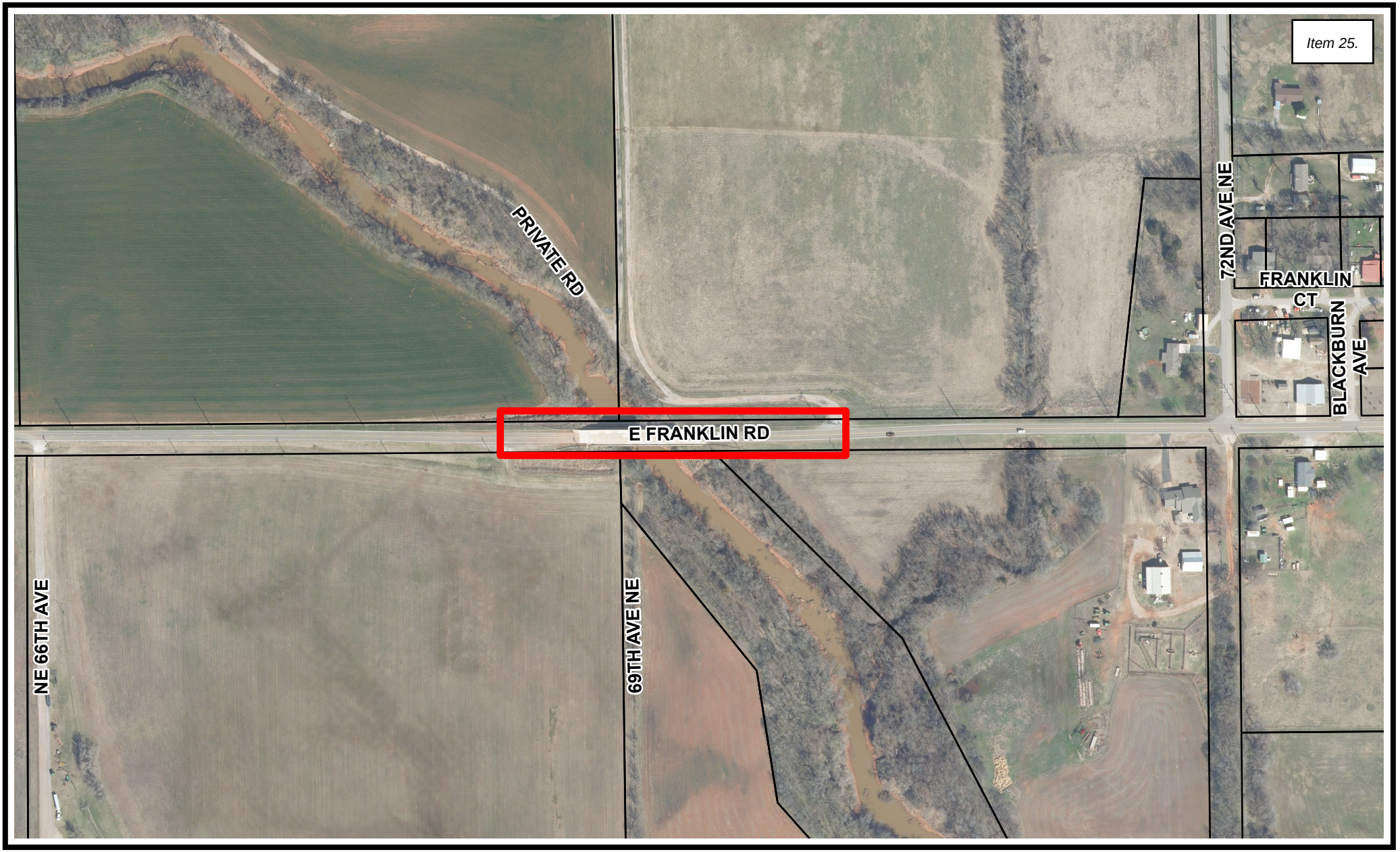
Article 6 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

I. OWNER RESPONSIBILITIES

1. Owner shall furnish to CONSULTANT all available information pertinent to PROJECT including previous reports, and any other data relative to design and construction of PROJECT.
2. OWNER shall be responsible for all permit fees.
3. OWNER shall examine all studies, reports, sketches, estimate specifications, plan drawings, proposals and any other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay SERVICES of CONSULTANT.
4. OWNER shall designate in writing a person to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this AGREEMENT.
5. OWNER shall furnish assistance in locating existing OWNER-owned underground utilities and expediting their relocation in preparation for construction.
6. OWNER shall provide for meeting facilities (or arrange for meeting facilities) for all PROJECT meetings with OWNER or Public Meetings in connection with PROJECT.

II. SPECIAL RESPONSIBILITIES

1. OWNER shall furnish to CONSULTANT traffic studies as may be required for by ACOG, ODOT, and/or FHWA for consideration of PROJECT funding and/or PROJECT letting.
2. OWNER shall furnish Certificates of Title, Appraisals, and Right-of-Way Acquisition necessary for utility relocations and/or proposed construction of PROJECT.



Map produced by the City of Norman Geographic Information System

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

2023 Bridge Maintenance Bond
Franklin Road Bridge Rehabilitation over Little River

N

474

File Attachments for Item:

26. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-64: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND EGIS USA, INC., IN THE AMOUNT OF $215,937.94 FOR THE DESIGN OF THE 72ND AVENUE NE BRIDGE REPLACEMENT OVER ROCK CREEK BOND PROJECT. (WARD 5)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: Joseph Hill, Streets Program Manager

PRESENTER: Scott Sturtz, Public Works Director

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-64: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND EGIS USA, INC., IN THE AMOUNT OF $215,937.94 FOR THE DESIGN OF THE 72ND AVENUE NE BRIDGE REPLACEMENT OVER ROCK CREEK BOND PROJECT. (WARD 5)

BACKGROUND:

On October 10, 2023, the citizens of Norman voted in favor of a $50 million bridge replacement and rehabilitation bond issue. The projects listed in the bond are intended to be completed with bond funds. However, federal funds will be pursued at every opportunity. Please see the attached project list and map showing the project locations.

On October 11, 2023, City staff advertised Request for Proposal RFP 2324-29 to solicit Consulting Engineering Services for the bond projects still requiring design. The selection committee, consisting of three (3) City staff (Joseph Hill – Streets Program Manager, Jeff Fordice – Capital Projects Engineer, and Brandon Brooks – Capital Projects Engineer) and two (2) citizens, shortlisted eight (8) consultant teams for interviews held on January 18, 2024. Also present at the interviews were the acting City Engineer and the City Auditor. The five (5) consultant teams selected after interviews to complete the design on these projects are:

- Garver, Norman
- EGIS USA Inc, Oklahoma City (formerly known as H.W. Lochner)
- MKEC, Oklahoma City
- Aguirre & Fields, Oklahoma City
- CEC, Oklahoma City

These consultants are being assigned the various projects by City staff based on capacity, performance during the interview process, and capabilities of their firm to complete a specific project.

Tonight's agenda item is to award the contract for design of 72nd Avenue NE Bridge Replacement over Rock Creek located 0.1 miles south of Tecumseh Road.

DISCUSSION:

The Absentee Shawnee Tribe, in a partnership effort with the City of Norman, granted a total of $374,000.00 for the design of the 72nd Avenue NE Bridge Replacement. The City of Norman will be reimbursed for the design of the bridge, and the remaining costs will be funded by the Bridge Maintenance Bond program. The 72nd Avenue NE Bridge Replacement is a full replacement bridge project. The project will include roadway work necessary to tie the existing road into the new bridge.

Once the design is completed, EGIS will assist with the necessary environmental permitting. City staff anticipates a 2029 bid opening with construction estimated to take approximately 9 months to complete.

EGIS' Scope of Services includes:

- Environmental Permitting
- Survey Documents
- Design Plan submittals at 30%, 60%, 90% and Final Plan stages
- Bidding Assistance
- As Built Drawing Services

Funds are available in the 72nd Ave NR Bridge Replacement project (BP0872 Design, account 50595367-46201) to pay for these design services in the amount of $215,937.94.

If approved, EGIS will begin work immediately on the critical path items.

RECOMMENDATION 1:

Staff recommends approval of Contract K-2627-64 between the City of Norman and EGIS USA, Inc in the amount of $215,937.94 for the design of the 72nd Avenue NE Bridge Replacement Bond Project.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and Egis USA, Inc. (CONSULTANT) for the following reasons:

1. OWNER intends to replace the 72nd Ave. NE bridge, NBI 06106 (the Project); and,

2. OWNER requires certain professional survey, design, analysis and engineering services in connection with the Project (the SERVICES); and,

3. CONSULTANT is prepared to provide the SERVICES.

In consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE
The effective date of this AGREEMENT shall be ___ day of _____, 2026.

ARTICLE 2 - GOVERNING LAW
This AGREEMENT shall be governed by the laws of the State of Oklahoma.

ARTICLE 3 - SCOPE OF SERVICES
CONSULTANT shall provide the SERVICES described in Attachment A, Scope of Services.

ARTICLE 4 - SCHEDULE
CONSULTANT shall exercise its reasonable efforts to perform the SERVICES described in Attachment A according to the Schedule set forth in Attachment B.

ARTICLE 5 - COMPENSATION
OWNER shall pay CONSULTANT in accordance with Attachment C, 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.

ARTICLE 6 - OWNER'S RESPONSIBILITIES
OWNER shall be responsible for all matters described in Attachment D, Owner's Responsibilities. OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by OWNER to CONSULTANT. If OWNER does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to CONSULTANT, OWNER shall obtain a license or right to use, including the right to sublicense to CONSULTANT. OWNER hereby grants CONSULTANT the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the SERVICES. OWNER represents that CONSULTANT'S use of such documents will not infringe upon any third parties' rights.

ARTICLE 7 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the SERVICES as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this AGREEMENT or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the SERVICES.

ARTICLE 8 -INDEMNIFICATION AND LIABILITY

Indemnification. To the extent permitted by law, including the Constitution of the State of Oklahoma, the CONSULTANT and the OWNER each hereby agree to defend, indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the indemnifying party or its subcontractors, if any, in the performance of SERVICES under this AGREEMENT. The indemnity provided by the CONSULTANT in this regard shall extend in favor of the OWNER to any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of any subconsultant hired by CONSULTANT for the Project. The CONSULTANT and the OWNER each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims. This indemnity is not limited except as provided by applicable Oklahoma law. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this AGREEMENT to be furnished by the CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to the OWNER at common law.

Survival. The terms and conditions of this Article shall survive completion of the SERVICES, or any termination of this AGREEMENT.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

a) General Liability Insurance, with a limit of $1,000,000 per occurrence and $2,000,000 annual aggregate.
b) Automobile Liability Insurance, with a combined single limit of $1,000,000 for each person and $1,000,000 for each accident.
c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of $500,000 for each occurrence.
d) Professional Liability Insurance, with a limit of $1,000,000 per claim and annual aggregate.

CONSULTANT shall, upon written request, furnish OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to OWNER. OWNER shall require all Project contractors to include OWNER, CONSULTANT, and its parent company, affiliated and subsidiary entities, directors, officers and employees, as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both OWNER and CONSULTANT, each to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT that are outside of CONSULTANT's reasonable control and/or Scope of Services set forth in Attachment A; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to, or otherwise under the control of the CONSULTANT, to fulfill contractual responsibilities to OWNER or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services. In the event the OWNER requests the CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to the CONSULTANT for review at least 15 days prior to the requested date of execution. The CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment, (a) increase the CONSULTANT'S legal or contractual obligations or risks beyond the terms of this agreement; (b) require knowledge, services or responsibilities beyond the scope of this AGREEMENT; or (c) result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot reasonably ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because the CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet project schedules, the CONSULTANT's opinion of probable costs and of project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. The CONSULTANT does not guarantee that proposals, bids, or actual project costs will not vary from the CONSULTANT'S cost estimates or that actual schedules will not vary from the CONSULTANT'S projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by CONSULTANT as deliverables pursuant to the Attachment A, Scope of Services are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by OWNER or others on modifications or extensions of the PROJECT or on any other project. Any reuse without prior written verification or adaptation by THE CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by CONSULTANT and furnished to OWNER as part of the SERVICES shall become the property of OWNER; provided, however, that CONSULTANT shall have the unrestricted right to their use. CONSULTANT shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT.

ARTICLE 14 - TERMINATION AND SUSPENSION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. OWNER may terminate or suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. CONSULTANT shall terminate or suspend performance of the SERVICES on a

schedule acceptable to OWNER, and OWNER shall pay CONSULTANT for all the SERVICES performed. Upon restart of suspended SERVICES, an equitable adjustment shall be made to CONSULTANT'S compensation and the project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT. CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 16 - NOTICES

Any notice required by this AGREEMENT shall be made in writing to the address specified below:

OWNER:

Joseph Hill
Streets Program Manager
City of Norman
P.O. Box 370
Norman, OK 73070

CONSULTANT

Egis USA, Inc.
Evan Ludwig
Vice President
6301 Waterford Blvd., Suite 310
Oklahoma City, OK 73118

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OWNER and CONSULTANT.

ARTICLE 17 - DISPUTES

In the event of a dispute between OWNER and CONSULTANT arising out of or related to this AGREEMENT, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute as allowed by applicable law and regulation. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

CONSULTANT hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable

laws and regulations, including the City of Norman's policies and provisions. The CONSULTANT affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, gender identity or expression, marital status or familial status, including marriage to a person of the same sex, citizen status, national origin or ancestry, place of birth, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is CONSULTANT'S policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. The CONSULTANT further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-1 00 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 19 - WAIVER

A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 20 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if it did not contain the particular portion or provision held to be void.

ARTICLE 21 - INTEGRATION

This AGREEMENT, including Attachments A, B, C, and D incorporated by this reference, represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

OWNER and CONSULTANT each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this AGREEMENT and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this AGREEMENT.

ARTICLE 23 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign any rights or duties under this AGREEMENT without the prior written consent of the other party,; provided, however, CONSULTANT may assign its rights to payment without OWNER'S consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from engaging independent CONSULTANTS, associates, and subcontractors to assist in the performance of the SERVICES.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The SERVICES provided for in this AGREEMENT are for the sole use and benefit of OWNER and CONSULTANT. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

ARTICLE 25 – ACKNOWLEDGEMENT

If CONSULTANT has 10 or more full-time employees during the term of this Agreement, and this Agreement has a value of one hundred thousand dollars ($100,000) or more, CONSULTANT hereby represents, warrants, covenants to the OWNER that, in accordance with and pursuant to 21 O.S. § 1289.31 AND 74 O.S. § 12001 (i) it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, or is not boycotting an energy company and (ii) will not discriminate against a firearm entity or firearm trade association, or boycott an energy company, during the term of this Agreement.

IN WITNESS WHEREOF, OWNER and [CONSULTANT NAME] have executed this AGREEMENT.

DATED this ____ day of _____, 2026.

The City of Norman (OWNER)	Egis USA, Inc. (CONSULTANT)
Signature _____	Signature Evan Ludwig
Name _____	Name Evan Ludwig
Title _____	Title Vice President
Date _____	Date 10-5-2026
Attest:	Attest:
_____ City Clerk	Ashley Hickman 10/5/2026 Secretary

NOTARY PUBLIC
Expires 5/22/2030
Ashley Len Hickman
My Commission 26005311
STATE OF OKLAHOMA

Approved as to form and legality this 6 day of Oct 2026.

Elizabeth McClellan
City Attorney

Signatory Notarization

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, SS:

Before me, the undersigned, a Notary Public in and for said Evan Ludwig of the Egis USA, Inc., its Vice President, to me known to be the identical person(s) who executed the foregoing K-2627-64 Professional Services Contract and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal this 5 day of October, 2026.

My Commission Expires: 5/22/2030

Notary Public: Ashley Hickman



ATTACHMENT A
SCOPE OF SERVICES

EGIS USA, INC.
72ND AVENUE SE OVER UNNAMED CREEK (NBI 10884)
August 25, 2026

Project Scope
The project intent is to replace the bridge over Unnamed Creek and construct the roadway typical section in accordance with the City of Norman Comprehensive Transportation Plan.

1. ROADWAY DESIGN

The planned improvements to 72nd Avenue SE shall be designed using City of Norman and 4R criteria with a 45 MPH design speed. The planned roadway is classified as a minor rural arterial in the City of Norman Comprehensive Transportation Plan and will have a two-lane section consisting of two-12' driving lanes, 12' center turn lane, and six-foot paved shoulders.

The road will be closed during construction. Roadway designs will be prepared in accordance with current City of Norman design standards, ODOT design standards, AASHTO "A Policy on Geometric Design of Highways and Streets", 7th Edition, and AASHTO Roadside Design Guide, 4th Edition.

Design for all permanent or temporary traffic control will be prepared in accordance with current ODOT and AASHTO Manual on Uniform Traffic Control Devices design standards.

2. BRIDGE DESIGN

The existing bridge over Unnamed Creek will be replaced with an RCB utilizing an ODOT standard barrel and end sections.

- Bridge A; Bridge Replacement (NBI 10884)
  - Existing 30' Concrete Arch
  - 3-12'x8' RCB Replacement Bridge

The anticipated plan sheets for the Bridge are:
1. General Notes & Pay Quantities
2. General Plan & Elevation
3. RCB Details

All design will be prepared in U.S. customary units and in accordance with the Oklahoma Department of Transportation (ODOT) Standard Specifications for Highway Construction, 2019.

3. UTILITY COORDINATION

The consulting engineer will show all existing utility information provided by the survey on the roadway and bridge plans. The consulting engineer will give an appropriate amount of effort to produce a final design minimizing impacts to the utilities. Utility relocation plans will be the responsibility of the City. The consulting engineer will notify all known utility companies with facilities affected by the proposed project and coordinate necessary utility and facility relocations or modifications.

4. BRIDGE HYDRAULICS

Refer to the attached exhibit from IDEA Group.

5. GEOTECHNICAL

Refer to the attached exhibit from Red Rock Consulting.

6. SURVEY

Refer to the attached exhibit from Frontier Land Surveying.

7. ENVIRONMENTAL

Refer to the attached exhibit from CCE.

8. ADDITIONAL ITEMS

Right-Of-Way
Right-of-way plans, title/abstract certifications and right-of-way acquisition are not included in this scope. The consulting engineer will provide roadway plans with required right-of-way shown with stations and offset distances in addition to exhibits with legal descriptions. An appropriate amount of effort will be made to minimize right-of-way impacts.

Bidding
The consulting engineer will be available to answer questions and assist City staff during the bidding and construction phases. Prepare electronic files for bidding purposes and attend one (1) pre-bid meeting. This scope of services does not include Construction Management or Inspection.

Construction Administration

The consulting engineer will perform construction administration for the following tasks as part of this contract.

- Attend pre-construction meeting with the successful contractor.
- Attend monthly construction progress meetings.
- Review contractor's submittals.
- Address RFI's, amendments, and change orders.
- Review and recommend approval for payments of contractor's claims.
- Attend final walk-through meeting with the contractor and City of Norman.

Construction administration services will be billed hourly at the rates below. Hours beyond the tasks listed above, or services beyond those tasks, will be billed at the same hourly rates upon written authorization by the City before work is performed.

- Project Manager II – $275.00
- Engineer III – $260.00
- Engineer I – $175.00

Services Not Included in Scope of Work

- Right-of-Way plans
- Utility relocation plans
- Traffic studies
- Public and Stakeholder meetings
- Construction management
- Construction inspection
- Construction staking

Meetings

Additional meetings included in the Scope of Services:

- Attend two (2) in-person preliminary review meetings with the City of Norman.

Deliverables

Deliverables will include construction bid documents. Deliverables will be in PDF format and electronic which will include any DWG and picture files. Ownership will be with the City.

Compensation

Compensation for the project shall be as outlined in the contract. Invoicing and payments shall be in accordance with progressive completion payments as outlined in the contract.

The format for the compensation shall be:

Roadway ..... Lump Sum
Bridge Design..... Lump Sum
Bridge Hydraulics ..... Lump Sum

In-Place Soil Survey ..... Unit Rate
Design Survey ..... Lump Sum
Right-of-Way Staking ..... Unit Rate
ROW / Easement Exhibit Survey Services ..... Unit Rate
Environmental ..... Lump Sum
Utility Coordination ..... Lump Sum
Construction Administration ..... Hourly
As-Built Drawing Services ..... Lump Sum

The proposed fee schedule for these services is as follows:
Roadway $69,700.00
Bridge A $30,900.00
Bridge Hydraulics $18,500.00
In-Place Soil Survey $9,568.14
Design Survey $19,500.00
Right-of-Way Staking $3,500.00
ROW / Easement Exhibit Survey Services $3,900.00
Environmental $20,000.00
Utility Coordination $8,000.00
Construction Administration $22,800.00
As-Built Drawing Services $4,000.00
Total Fee $210,368.14

Project Schedule

It is the intent of this Contract that the consulting engineer shall complete the plans in accordance with the following schedule items:

Notice To Proceed ..... October 2026
Submit Plans for 30% Preliminary Field Review ..... April 2027
Submit Plans for 60% Right-of-Way / Utility Meeting ..... August 2027
Submit Construction Plans for R/W ..... October 2027
Submit Plans for Final Plan Field Review Meeting ..... August 2028
Submit Plans for PS&E Package ..... November 2028

CC Environmental, LLC

June 25, 2026

Mr. Evan Ludwig, PE
Lochner
6301 Waterford Blvd, Suite 310
Oklahoma City, OK 73118

Re: City of Norman 72nd Ave SE: Environmental Scope & Fee

Mr. Ludwig:

Please let this letter serve as a generic scope of services for the city of Norman's (City) 72nd Ave SE bridge replacement project. CC Environmental (CCE) will perform the environmental work related to compliance with the National Environmental Policy Act (NEPA). For this project, the federal nexus was determined to be the requirement for a Section 404 Clean Water Act (CWA) permit, and the subsequent federal sponsor will be the US Army Corps of Engineers (USACE).

The environmental review will consist of a comprehensive study, conducted by an experienced multi-disciplinary team, designed to identify, assess, and evaluate potential environmental impacts associated with the proposed project as delineated on the attached diagram (i.e., "NEPA Footprint"). After the accepted notice period, field studies will begin to identify potential impacts on the human (e.g., haz-waste, cultural resources, etc.) and natural (e.g., biological, water resources, etc.) environments. The field studies will specifically address the cultural and historic aspects of Section 106 of the National Historic Preservation Act (NHPA) and the Section 7 of the Endangered Species Act (ESA), when applicable. After the field studies are complete, CCE would produce the associated reports generated in compliance with USACE protocols, in order to consult with the appropriate state and federal regulatory entities. These include, but are not limited to, the US Fish & Wildlife Service (USFWS), the State Historic Preservation Office (SHPO), and affected Native American Tribes.

After completing the reports, a "draft" environmental summary document will be generated and submitted to the City for review. Once reviewed, the environmental summary document would be submitted to the USACE as part of the Section 404 permit application associated with the bridge replacement. CC Environmental would work with you and the City on compiling the necessary information for the 404 application, and assist with the coordination of the anticipated USACE Nationwide 14 Permit for Linear Transportation Projects.

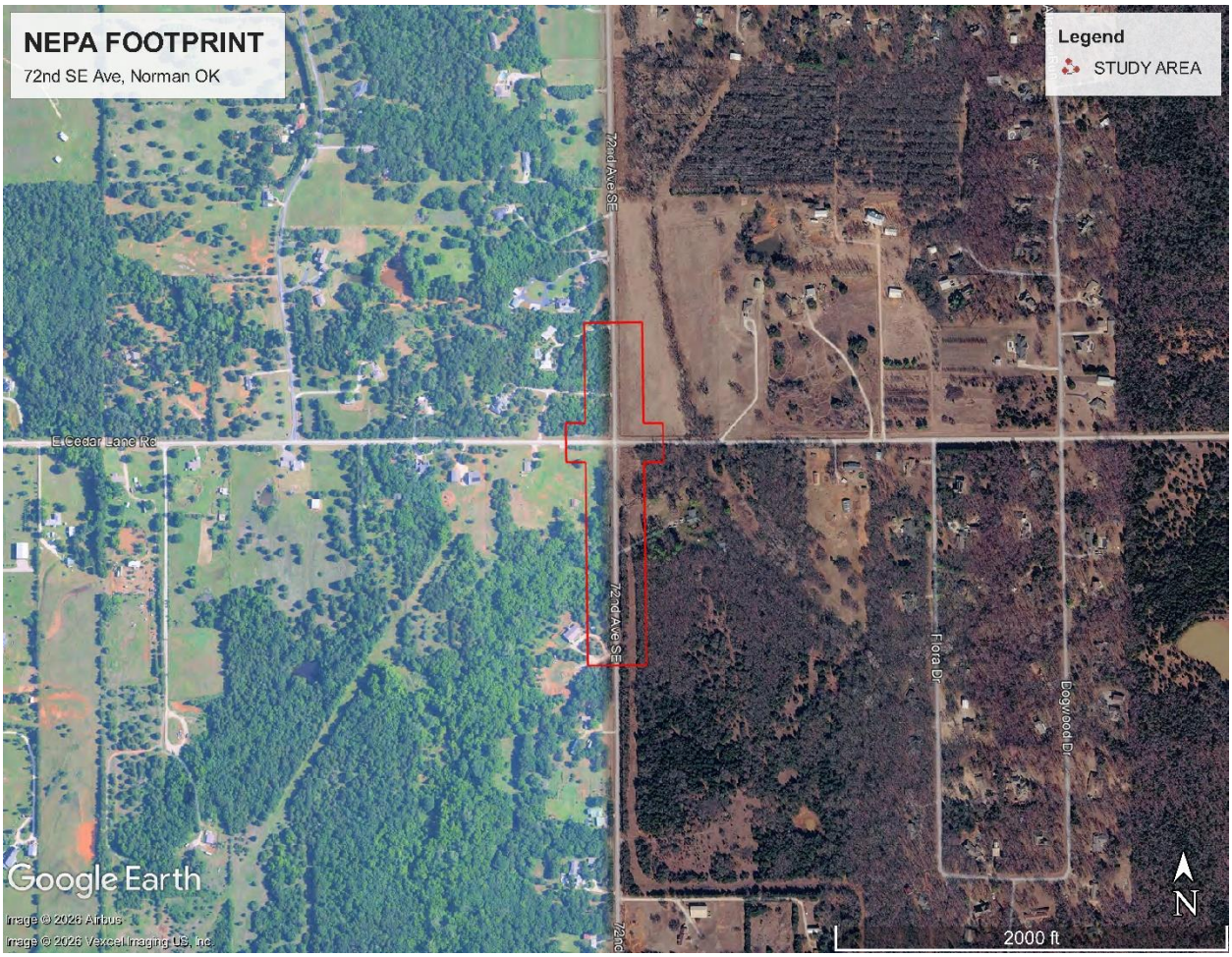
The anticipated cost for the environmental document and field studies is a lump sum $20,000. Please note, the proposed scope does not include other public involvement or stakeholder meetings, noise studies, Section 6(f) compliance, floodplain permitting, regulatory fees, or a USACE individual permit or any mitigation related aspects. If necessary or desired, arrangements can be made to address these issues for a separate fee. Also, this proposal assumes that CCE will be granted permission, by others, to access the private properties associated with the project footprint.

We look forward to working with you on this project. If you have any questions, feel free to contact me at (405) 761-1225 or via email geoff@ccenviro.net.

Sincerely,

Geoffrey A. Canty, Ph. D.
Director of Environmental Services

3533 National Drive, Norman, OK 73069 | PO Box 1292 Norman, OK 73070
Phone: (405) 321-8181 | Fax: (405) 307-9290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June 25, 2026

frontier
LAND SURVEYING

Survey Proposal
For
Lochner

NBI 10884 72nd Ave SE over Creek
Pre-Design Survey Services Proposal

For:
Lochner
Attn: Evan Ludwig, P.E.
6301 Waterford Blvd, Suite 310
Oklahoma City, OK 73118

Pursuant to your request, Frontier Land Surveying, LLC ("Frontier") is pleased to present this proposal for surveying services for **NBI 10884 72nd Ave SE over Creek, located in Norman, Cleveland County,** Oklahoma. This proposal describes our understanding of the project and the scope of services required.

Limits of Survey *(See attached aerial exhibit)*

- Topographic limits in **GREEN.**

Design Survey Services

Frontier will perform a topographic survey of the designated limits to collect utilities, planimetric features, and terrain data. Method of data collection will be determined at the time of survey using a combination of **LiDAR and conventional survey methods**. A single, design-ready basemap will be created and delivered.

Pre-Design Survey Scope and Deliverables

- Unless otherwise noted, survey shall be made in accordance with State of Oklahoma County Highway System Design Guidelines Manual 2022 – Chapter 2 - Survey.
- This survey will be placed on the NGS Oklahoma State Plane Coordinate System, NAD83(HPGN), Lambert Projection, Zone appropriate with Primary Control derived from the ODOT RTN or OPUS solutions via Static Observations.
- Level datum for this survey will be NGS, NAVD '88. Minimum accuracy standards will be NGS 3rd Order. Differential Leveling will be performed on established Primary control and Benchmarks.
- **Utility Coordination – CALL OKIE (811):**
  - Frontier will contact all utility companies servicing the project area a minimum of **14 days prior** to field survey.
  - As of November 1, 2023, utility owners have 14 calendar days to respond to survey requests.
  - Utility companies may respond by either physical field marking or by providing facility maps.
  - Underground utilities, lacking excavation, cannot be accurately or completely depicted.
  - Frontier is **not responsible for unmarked, mismarked, or undisclosed utilities.**
  - All utility information obtained will be placed in the CAD drawing.
- If utility information obtained through 811 is deemed inadequate, **Subsurface Utility Engineering (SUE) Level B** services may be provided by a private subconsultant under a separately negotiated fee.

Right-of-Way Staking

- Staking if needed shall be completed for right-of-way acquisition and utility relocations. All staking shall be performed in accordance with ODOT Right-of-Way and Utilities Division's Policies and Procedures. **NOTE: These locations appear to fall where there is no designated Statutory Right-of-way.**

Exhibits (Easements & Right-of-Way)

- Preparation of easements and right-of-way exhibits for any impacted parcels per design plans.
- NOTE: Any revisions to exhibits for changes in ownership due to delay in filing after 90 days WILL be charged at the current PLS hourly rate of $170.

Design Survey Fees

Service	Fee (Lump Sum)
BRIDGE XX (NBI 06106)	
Design Survey Fee	$19,500
Right-of-Way Staking (Lump sum per mobilization)	$3,500
Exhibits ($650 each – possibly 6)	$3,900

Services Not Included (Available Upon Request)

- ALTA/NSPS Land Title Survey services (unless a Title Commitment is provided)
- Boundary survey services
- Subsurface Utility Engineering (SUE) services
- FEMA Flood Plain Determination
- Elevation Certificates
- Construction staking services
- Roadway or block staking/pinning services

Project Schedule

Upon receipt of a **Notice to Proceed**, Frontier will begin work promptly or will coordinate a mutually agreeable schedule with the client.

Additional Terms and Conditions

- Frontier will NOT be responsible for filing documents with governing agencies OR for any associated filing fees.
- Frontier makes no guarantee as to the entirety of title documents when asked to perform title research on private or commercial land without the benefit of a title commitment.
- **Changes in Scope:** Any change in scope, limits, or additional requested services requested by CLIENT will be negotiated and agreed upon prior to commencement of additional work.
- **Termination:** If at any point the request of services is terminated, after execution of a Notice to Proceed, Frontier shall be compensated for services performed up to that date.
- The survey will be performed on the **NGS Oklahoma State Plane Coordinate System, Lambert Projection, North Zone**, unless otherwise directed by the client.

Indemnification

Frontier Land Surveying, LLC and Lochner mutually agree to indemnify and hold harmless one another, including their respective officers, employees, agents, and representatives, from claims, losses, damages, and expenses (including reasonable attorneys' fees) to the extent caused by the negligent acts, errors, or omissions of the indemnifying party. In the event of joint or concurrent negligence, liability shall be apportioned accordingly. Total liability shall not exceed the total compensation received by Frontier under this Agreement.

Acceptance

Thank you for your consideration of this proposal for services. If this proposal meets with your approval, please indicate acceptance by signing below and returning a copy via email.

Email: joe@fls-survey.com
Phone: (405) 285-0433

Submitted By:

Joseph H. Farmer, PLS
Vice President

Date: June 25, 2026

Accepted By:

_____

Print: _____

Date: _____

Title: _____

Address: _____

Phone: _____

Survey Site



Scope of Work for
72nd Avenue SE Bridge Replacement (NBI# 10884)
Hydraulic Modeling, Analysis, and Design

This proposal is prepared to include efforts associated with hydrological and hydraulic studies for the replacing a bridge on 72nd Avenue SE approximately 400 feet south of the intersection of 72nd Avenue SE with East Cedar Lane Road in Norman, Oklahoma. IDEA Group (IDEA) will perform a Hydrological and Hydraulic (H&H) study to analyze the performance of the existing bridge and provide hydraulic design and bridge size for the proposed structure. The study will include channel stability analysis to show the impact of the proposed structure on the stability of downstream and upstream reaches. The following scope is required to achieve the goals of this project.

TASK 1. Data Gathering, Field Investigation, and Project Management

IDEA will gather all hydrological and hydraulic data needed to perform the proposed studies for this project. The data includes hydrological data from NRCS, USGS, and NOAA as well as evaluation of the topographic data. The Field Investigation will include a complete assessment of the existing bridge and the upstream and downstream river reaches to ensure stream stability.

Project management will include project meetings and administrative tasks for coordination with the Client.

IDEA will require the right of entry for the required data gathering within the channel and assumes that this will be requested from the landowner at the time of right of entry request submitted for the Topographic Survey effort associated with this project.

TASK 2. H&H Modeling and Bridge Sizing

IDEA will perform a Hydrological and Hydraulic (H&H) study for natural, existing, and proposed conditions. The study will include multiple flood events (2-year, 5-year, 10-year, 25-year, 50-year, 100-year, and 500-year flood events) to ensure all regulatory requirements for the design of the new bridge are met. The hydraulic study results will provide channel velocities and scour data needed for the structural design of the new structure.

TASK 3. Report Preparation

IDEA will prepare and submit a hydraulic report that will include a description of the performed studies and summary of results in tabular format. The report will describe the calculation and methodology used in the development of the models and will provide recommendations for the proposed bridge size and any channel stability features needed as a part of this project.

TASK 4. Permitting

IDEA will prepare and submit an application for the City of Norman Floodplain Permit and submit a no rise certification as the support material for the permit application. IDEA will attend one meeting to present the project information as a part of application review.

Anticipated Schedule

IDEA will complete the tasks associated with this contract within sixty (60) days after the issuance of the notice to proceed (NTP) under condition that an acceptable topographic survey data is provided for the development of the models at the time that NTP is issued.

FEE and EXPENSES.

IDEA shall be compensated on Lump Sum basis for Tasks 1 Through Task 4 effort associated with this scope. Invoices will be submitted on Monthly basis based on the completed tasks.

Cost Breakdown

TASK 1. Data Gathering, Field Investigation, and Project Management	$ 5,000.00
TASK 2. H&H Modeling and Channel Analysis	$ 8,000.00
TASK 3. Report Preparation	$ 2,000.00
TASK 4. Permitting	$ 3,500.00
Total amount	$18,500.00

RED ROCK CONSULTING

Scope of Work
6/17/2026

Project: 72nd Avenue SE – Lochner
Description: Approach Pavement to an Unnamed Creek Bridge
Location: Norman, Oklahoma

IN PLACE SOILS SURVEY

Red Rock Consulting, LLC will perform the geotechnical investigation for the full depth reconstruction of the existing pavement of 72nd Avenue SE associated with the construction of the new bridge over an Unnamed Creek in Norman, Oklahoma. The pavement reconstruction will consist of the bridge pavement extending approximately 750 feet beyond each ends of the bridge. The investigation will be performed in general accordance with the Oklahoma Department of Transportation (ODOT) Specifications for Roadway Design's In-Place Soils Survey.

For this project, 2 borings will be drilled with one beyond each end of the bridge. The borings will extend 36 inches beneath the existing pavement and will consist of grab samples at depths of material changes, as per ODOT Specifications.

In the laboratory, testing will include water content, Atterberg limits and full sieve analysis, which will be performed on all recovered samples. All laboratory testing will be performed to ODOT specifications. Soil samples will be classified in accordance with the AASHTO and Unified Soil Classification Systems. In addition, 1 Standard Proctor and 2 Resilient Modulus tests will be performed on 1 composite bulk sample.

Traffic control services are anticipated for this project.

Pavement subgrade and section recommendations for the full-depth reconstruction will be included in the report. The traffic information will be provided to us to be used for determining the pavement section.

RED ROCK CONSULTING

Scope of Work
6/17/2026

72nd Avenue SE	Estimated Total Quantity	Unit Rate	Unit	Estimated Total Fee
Mobilization of Coring Equipment	110	$4.01	per mile	$441.10
Concrete Coring	2	$96.56	per core	$193.12
In-Place Sampling	6	$31.75	per foot	$190.50
Field Engineer Logging	5	$136.06	per hour	$680.30
Soil Class (Grad. & PI)	5	$123.25	per test	$616.25
Moisture Content	4	$8.91	per test	$35.64
Standard Proctor	1	$140.63	per test	$140.63
Resilient Modulus	2	$517.50	per test	$1,035.00
Traffic Control	5	$225.00	per hour	$1,125.00
Pavement Design	15	$250.00	per hour	$3,750.00
Report Preparation	10	$136.06	per hour	$1,360.60
	IN PLACE SOILS SURVEY TOTAL			**$9,568.14**

ATTACHMENT B
PROJECT SCHEDULE

Article 4 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

It is understood and agreed that the date of beginning, rate of progress, and the time of completion of SERVICES under this AGREEMENT are essential provisions of this AGREEMENT. It is further understood and agreed that the services under this AGREEMENT shall commence upon execution of the AGREEMENT between OWNER & CONSULTANT and after receipt of a written Notice to Proceed from CONSULTANT. The parties mutually agree that time is of the essence in the performance of this AGREEMENT in order for OWNER to have advantage of existing funding. SUBCONSULTANT agrees to provide SERVICES for each phase of PROJECT as stated in Attachment A – Scope of Services, in accordance with the time frame as stated below:

TASK/MILESTONE	ANTICIPATED COMPLETION DATE
Notice to Proceed	October 13, 2026
Submit Plans for 30% Preliminary Plan Field Review	April 2027
Submit Plans for 60% Right-of-Way	August 2027
Submit Construction Plans for R/W	October 2027
Submit Plans for Final Plan Field Review	August 2028
Submit Plans for PS&E	November 2028

The parties further agree that CONSULTANT will meet this schedule using standards and procedures for their submissions consistent with those currently used by Engineers/Surveyors practicing in Oklahoma. This schedule excludes the governing agency review time (except as provided above) and any time lost while CONSULTANT is waiting for direction either by government agency or OWNER, and any excusable delays as described in Article 15 of the AGREEMENT.

Dates indicated are dependent upon timely review by OWNER and other factors beyond direct control of CONSULTANT.

ATTACHMENT C
COMPENSATION

Article 5 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

The CONSULTANT agrees to perform the SERVICES identified in **Attachment A – Scope of Services**, in accordance with the limitations and conditions set forth in the AGREEMENT to pay an amount not to exceed $210,368.14 unless changed or modified by a mutually executed contract amendment between the OWNER and the CONSULTANT.

The OWNER shall pay the CONSULTANT for completion of the SERVICES of each task identified in **Attachment A – Scope of Services**, in accordance with the amounts stated below:

DESIGN TASK	COMPENSATION
Task 1 – Roadway / Street	$69,700.00
Task 2 – Bridge / Structural	$30,900.00
Task 3 – Bridge Hydraulics	$18,500.00
Task 4 – Survey	$19,500.00
Task 5 – Geotechnical Testing	$9,568.14
Task 6 – Environmental Clearance	$20,000.00
Task 7 – Right-of-Way (Staking & Easement Exhibits)	$7,400.00
Task 8 – Utilities	$8,000.00
Task 9 – Construction	$22,800.00
Task 10 – Additional Items (As-Built Drawings)	$4,000.00
TOTAL COMPENSATION	$210,368.14

ATTACHMENT D
OWNER'S RESPONSIBILITIES

Article 6 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

I. OWNER RESPONSIBILITIES

1. Owner shall furnish to CONSULTANT all available information pertinent to PROJECT including previous reports, and any other data relative to design and construction of PROJECT.
2. OWNER shall be responsible for all permit fees.
3. OWNER shall examine all studies, reports, sketches, estimate specifications, plan drawings, proposals and any other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay SERVICES of CONSULTANT.
4. OWNER shall designate in writing a person to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this AGREEMENT.
5. OWNER shall furnish assistance in locating existing OWNER-owned underground utilities and expediting their relocation in preparation for construction.
6. OWNER shall provide for meeting facilities (or arrange for meeting facilities) for all PROJECT meetings with OWNER or Public Meetings in connection with PROJECT.

II. SPECIAL RESPONSIBILITIES

1. OWNER shall furnish to CONSULTANT traffic studies as may be required for by ACOG, ODOT, and/or FHWA for consideration of PROJECT funding and/or PROJECT letting.
2. OWNER shall furnish Certificates of Title, Appraisals, and Right-of-Way Acquisition necessary for utility relocations and/or proposed construction of PROJECT.

72ND AVE SE OVER CREEK
Cost Proposal Summary
CITY OF NORMAN
Egis USA, Inc., 6301 Waterford Boulevard, Suite 310 Oklahoma City, OK 73118

DESCRIPTION	NEGOTIATED FEE	
Bridge		
Bridge Design	30,900.00	Lump Sum
Bridge Hydraulics - IDEA Group	18,500.00	Lump Sum
Roadway		
Roadway	69,700.00	Lump Sum
Geotechnical		
In-Place Soil Survey - Red Rock Consulting	9,568.14	Unit Rate
Survey		
Design Survey - Frontier Land Surveying	19,500.00	Lump Sum
Right-of-Way Staking - Frontier Land Surveying	3,500.00	Unit Rate
Easement/ROW Exhibit Survey Services - Frontier Land Surveying	3,900.00	Unit Rate
Environmental		
Environmental - CC Environmental	20,000.00	Lump Sum
Additional Services		
Utility Coordination	8,000.00	Lump Sum
As-Built Drawing Services	4,000.00	Lump Sum
Construction Administration	22,800.00	Hourly
Contract Total	**$ 210,368.14**	

OKLAHOMA DEPARTMENT OF TRANSPORTATION
BRIDGE ENGINEERING CONTRACT FEE PROPOSAL
Sheet 1 of 4

E.C. NO. _____ SWO NO. _____ JOB PIECE NO. _____

COUNTY _____ CITY _____ PROJECT NO. _____

HIGHWAY NO. _____ PROJECT DESCRIPTION 72nd Ave SE over Creek

BRIDGE DESIGNATION _____ BRIDGE DESCRIPTION 3-12'x8' RCB Replacement

NAME OF ORGANIZATION SUBMITTING PROPOSAL Egis USA, Inc.

DIRECT SALARY COSTS

	LABOR CATEGORY									
	1	2	3	4	5	6				
Labor Description	Proj. Mgr. II	Engineer III	Engineer I	Engr. Assoc. I	Designer I	CAD Tech II				
Labor Rate	$ 265.50	$ 249.85	$ 168.03	$ 115.30	$ 135.61	$ 106.71				
BRIDGE PLAN DEVELOPMENT	**HOURS**						**Sub-Task**	**Task**	**Activity**	**Cost**
3.3 Perform Bridge Hydraulics										
3.3.1 Perform Hydraulic Analysis/Design										
3.3.2 Attend Hydraulic Conferences										
3.3.3 Produce/Review Hydraulic Report										
3.4 Generate Bridge Finished Grade Requirements										
3.8 Prepare Preliminary Bridge Plans	**1**	**4**	**6**	**4**	**12**	**12**			**39**	**$ 5,642**
3.8.1 Compute Preliminary Geometrics			**4**	**4**				**8**		
3.8.2 Perform Preliminary Structural Design										
3.8.3 Perform Comparative Cost Estimates										
3.8.4 Draft Preliminary Bridge Plans					**12**	**12**		**24**		
3.8.4.1 Draft Preliminary General Plan & Elevation					12	12	24			
3.8.4.2 Draft Preliminary Sequence of Construction Sheets (If Necessary)										
3.8.4.3 Draft Preliminary Details (If Necessary)										
3.8.5 Check & Review Preliminary Bridge Plans	**1**	**4**						**5**		
3.8.6 Prepare Cost Estimate			**2**					**2**		
3.10 Attend Preliminary Plan Field Review			**4**						**4**	**$ 672**
3.11 Perform Post-Preliminary Field Review Process										
3.11.3 Prepare Preliminary Plan Field Review Report										
3.11.7 Make Changes From Preliminary Plan Field Review										
3.11.7.1 Make Changes to Bridge Plans										
3.11.7.3 Revise Cost Estimate Based Upon Square Foot Costs										
3.12 Generate Bridge Sounding Requirements										
3.12.1 Layout Boring Locations On GP&E										
3.14 Prepare Corps Permit Application										
3.16 Attend Right-of-Way & Utility Meeting										
3.17 Perform Railroad Process										
3.17.2 Bridge Drafts and Supplies Exhibit A										

Footnote: If an item is not applicable, leave the box blank.

Data sensitivity - Public

OKLAHOMA DEPARTMENT OF TRANSPORTATION
BRIDGE ENGINEERING CONTRACT FEE PROPOSAL
Sheet 2 of 4

DIRECT SALARY COSTS

Bridge	LABOR CATEGORY									
	1	2	3	4	5	6				
Labor Description	Proj. Mgr. II	Engineer III	Engineer I	Engr. Assoc.	Designer I	CAD Tech II				
Labor Rate	$ 265.50	$ 249.85	$ 168.03	$ 115.30	$ 135.61	$ 106.71				
	HOURS						Sub-Task	Task	Activity	Cost
3.22 Prepare Bridge Structural Design			12						12	$ 2,016
3.22.1 Perform Structural Design of Components			8					8		
3.22.1.1 Design Superstructure										
3.22.1.2 Design Piers										
3.22.1.3 Design Abutment										
3.22.1.4 Design R.C. Box										
3.22.1.5 Design Retaining Walls/Sound Walls										
3.22.1.6 Design Miscellaneous Components			8				8			
3.22.2 Perform Structural Design Check of Components			4					4		
3.22.2.1 Check Superstructure										
3.22.2.2 Check Piers										
3.22.2.3 Check Abutment										
3.22.2.4 Check R. C. Box										
3.22.2.5 Check Retaining Walls/Sound Walls										
3.22.2.6 Check Miscellaneous Components			4				4			
3.23 Prepare Bridge Foundation Design										
3.23.1 Review Bridge Geotechnical Report										
3.23.2 Develop & Plot Foundation Report Sheets										
3.23.3 Develop Foundation Design Parameters										
3.23.4 Attend Foundation Conference										
3.24 Prepare Bridge Final Plan Field Review Plans	2	6	12	16		4			40	$ 6,318
3.24.1 Compute Final Bridge Geometry			4	8				12		
3.24.1.1 Compute Final Overall Geometry			2	4			6			
3.24.1.2 Compute Final Component Geometry			2	4			6			
3.24.2 Draft Proposed Bridge Plans				4		4		8		
3.24.2.1 Modify Proposed General Plan & Elevation				4		4	8			
3.24.2.2 Modify Proposed Sequence of Construction Sheets										
3.24.2.3 Draft Proposed Detail Sheets as Req. for Constructability Review										
3.24.3 Check & Review Proposed Bridge Plans	2	6	6					14		
3.24.4 Prepare Cost Estimate Based upon Preliminary Quantities			2	4				6		
3.27 Attend Final Plan Field Review			4						4	$ 672
3.28 Perform Post-Final Field Review Process			2			12			14	$ 1,617
3.28.1 Prepare Final Plan Field Review Report										
3.28.4 Make Changes From Final Plan Field Review			2			12		14		
3.28.4.1 Make Changes to Bridge Plans						10	10			
3.28.4.5 Revise Cost Estimate Based Upon Preliminary Quantities			2			2	4			

Footnote: If an item is not applicable, leave the box blank.

Data sensitivity - Public

OKLAHOMA DEPARTMENT OF TRANSPORTATION
BRIDGE ENGINEERING CONTRACT FEE PROPOSAL
Sheet 3 of 4

DIRECT SALARY COSTS

Bridge	LABOR CATEGORY 1	2	3	4	5	6	Sub-Task	Task	Activity	Cost
Labor Description	Proj. Mgr. II	Engineer III	Engineer I	Engr. Assoc.	Designer I	CAD Tech II				
Labor Rate	$ 265.50	$ 249.85	$ 168.03	$ 115.30	$ 135.61	$ 106.71				
	HOURS									
3.30 Prepare Bridge Final Plans	**2**	**8**	**10**	**8**	**18**	**38**			**84**	**$ 11,628**
3.30.1 Prepare Final Bridge Detail Sheets					**8**	**30**		**38**		
3.30.1.1 Finalize General Plan & Elevation Sheet(s)					8	18	26			
3.30.1.2 Finalize Construction Phasing Sheet(s)										
3.30.1.3 Finalize Foundation Report Sheet(s)										
3.30.1.4 Prepare Staking Detail Sheets(s)										
3.30.1.5 Prepare Abutment Detail Sheets(s)										
3.30.1.6 Prepare Wingwall Detail Sheet(s)										
3.30.1.7 Prepare Substructure Excavation Detail Sheet(s)										
3.30.1.8 Prepare Pier Detail Sheet(s)										
3.30.1.9 Prepare Superstructure Detail Sheet(s)										
3.30.1.10 Prepare Beam Detail Sheet(s)										
3.30.1.11 Prepare Bearing Assembly Detail Sheet(s)										
3.30.1.12 Prepare Approach Slab Detail Sheets(s)										
3.30.1.13 Prepare Slope Wall Detail Sheet(s)										
3.30.1.14 Prepare Riprap Detail Sheet(s)										
3.30.1.15 Prepare Bridge Rehabilitation Detail Sheets(s)										
3.30.1.16 Prepare RCB Barrel Detail Sheet(s)										
3.30.1.17 Prepare RCB Wing/Apron Detail Sheet(s)										
3.30.1.18 Prepare Channel Modification Sheet(s)										
3.30.1.19 Prepare Retaining Walls/Sound Walls Layout Sheet(s)										
3.30.1.20 Prepare Retaining Walls/Sound Walls Detail Sheet(s)										
3.30.1.21 Prepare Miscellaneous Detail Sheet(s)						12	12			
3.30.2 Compute Quantities			**4**	**8**				**12**		
3.30.3 Prepare Bridge General Notes Sheet(s)					**4**	**4**		**8**		
3.30.4 Prepare Bridge Summary of Quantities Sheet(s)					**4**	**4**		**8**		
3.30.5 Prepare Bridge Special Provision(s)										
3.30.6 Check & Review Final Bridge Plans	**2**	**6**	**6**					**14**		
3.30.7 Prepare Final Bridge Construction Estimate		**2**			**2**			**4**		
5.1 Perform Plan Revisions		**2**			**4**	**12**			**18**	**$ 2,323**
5.1.1 Revise Plans per Review Comments		**2**			**4**	**12**		**18**		
5.1.2 Attend Pre-Bid Conference										
Sub-Total Direct Salary Costs	**5**	**20**	**50**	**28**	**34**	**78**			**215**	**$ 30,889**

Footnote: If an item is not applicable, leave the box blank.

Data sensitivity - Public

OKLAHOMA DEPARTMENT OF TRANSPORTATION
BRIDGE ENGINEERING CONTRACT FEE PROPOSAL
Sheet 4 of 4

Bridge

DIRECT SALARY COSTS	215 hours		30,889
PAYROLL ADDITIVE (Vacation, sick leave, retirement, FICA, etc.) Input percentage of Direct Salary Costs			0
DIRECT NON-PAYROLL COSTS			
Materials & Supplies			
Reproduction			
Data Processing			
Travel Expenses			
Equipment Rental			
Outside Engr. Consultants			
Other (specify)			
Subtotal			
Subtotal - All Direct Costs			30,889
INDIRECT COSTS (Administration, rent, utilities, telephone, etc.) Input percentage of All Direct Costs)			0
Subtotal - Direct & Indirect			30,889
PROFIT			
TOTAL PROPOSED BRIDGE PLAN DEVELOPMENT FEE			30,889
Computed Aggregate Rate per Labor Hour		$ 143.67	per hour
MAXIMUM BRIDGE CONSTRUCTION SERVICES FEE			
TOTAL PROPOSED BRIDGE FEE			30,889

Prepared by: _____ Date: _____

Footnote: If an item is not applicable, leave the box blank.

Data sensitivity - Public

OKLAHOMA DEPARTMENT OF TRANSPORTATION
ROADWAY ENGINEERING CONTRACT COST PROPOSAL

Proposal Date: _____

E.C. NO.	SWO NO.	JOB PIECE NO.
COUNTY : CLEVELAND	CITY : Norman	PROJECT NO.
HIGHWAY NO.	ORGANIZATION SUBMITTING PROPOSAL : Egis USA, Inc.	
PROJECT DESCRIPTION : 72nd Ave SE over Creek		

DIRECT SALARY COSTS

Labor Description	Labor Catagory					
	Proj. Mgr. II	Engineer III	Engineer I	Engr. Assoc. I	Designer I	CAD Tech II
Labor Rate	$ 265.50	$ 249.85	$ 168.03	$ 115.30	$ 135.61	$ 106.71

ROADWAY PLAN DEVELOPMENT	HOURS						Sub-Task	Task	Activity	Cost
3.2 Prepare Preliminary Roadway Plans	0	1	33	14	90	78			216	$ 27,937
3.2.2 Create Title Sheet And Generate Location Map			1			4		5		
3.2.5 Draft Typical Section		1	2	4		6		13		
3.2.6 Develop Plan & Profile Sheets			13	2	44	54		113		
3.2.6.2 Prepare Survey Files For Design				2	4	4	10			
3.2.6.3 Generate Horizontal Alignment			1		4	4	9			
3.2.6.5 Generate Existing Ground						6	6			
3.2.6.6 Generate Profile			4		12		16			
3.2.6.7 Generate P&P Sheets			4		12	20	36			
3.2.6.8 Draft P&P Sheets			4		12	20	36			
3.2.7 Design Drainage Structures			9	4	8	8		29		
3.2.7.1 Analyze Existing Drainage System			4		8		12			
3.2.7.2 Determine Size of Cross-Drain Structures			4				4			
3.2.7.3 Generate Drainage Map			1	4		8	13			
3.2.8 Develop Finished Grade Line			8	4	38	6		56		
3.2.8.1 Design Vertical Alignment				4	6		10			
3.2.8.2 Develop Templates			4		16		20			
3.2.8.3 Develop Preliminary Cross Sections			4		16		20			
3.2.8.5 Develop Preliminary End Areas And Volumes						6	6			
3.5.3 Design Superelavation										
3.7.1 Develop Preliminary Construction Sequence										

3.2 Establish Right-of-Way Requirements	0	1	6	14	10	4			35	$ 4,655
3.15.1 Finalize Horizonal and Vertical Alignments		1	2	4		4		11		
3.15.6 Develop R/W Submission Plans			4	10	10			24		
3.15.6.4 Design Driveways				6	6		12			
3.15.6.5 Design Side Drains				4	4		8			
3.15.6.6 Finalize Roadway Drainage Structure Design			4				4			
3.15.6.7 Design Special Drainage Structures										
3.18.2 Prepare Comparative Estimates for Pavement Design										

3.20 Prepare Roadway Final Cross Sections	0	0	8	0	40	68			116	$ 14,025
3.15.4 Develop Cross Sections			8		40	54		102		
3.15.4.1 Generate Cross Sections			6		16	24	46			
3.15.4.2 Drain Cross Sections										
3.15.4.4 Drafting On Cross Sections			2		24	30	56			
3.21.2 Perform Earthwork Calculations						14		14		
3.21.2.1 Calculate End Areas And Volumes						6	6			
3.21.2.2 Generate Mass Diagram										
3.21.2.3 Draft End Areas And Volumes On Cross Sections						8	8			

Revised - 10/03/2016

Data sensitivity - Public

OKLAHOMA DEPARTMENT OF TRANSPORTATION
ROADWAY ENGINEERING CONTRACT COST PROPOSAL

DIRECT SALARY COSTS

	Labor Catagory								
Labor Description	Proj. Mgr. II	Engineer III	Engineer I	Engr. Assoc. I	Designer I	CAD Tech II			
Labor Rate	$ 265.50	$ 249.85	$ 168.03	$ 115.30	$ 135.61	$ 106.71			
3.25 Prepare Traffic Final Plans	0	0	6	12	0	28		46	$ 5,380
3.25.1 Develop Final Construction Traffic Control Plans			2	4		8	14		
3.25.2 Develop Final Signing & Striping Plans			2	4		12	18		
3.25.3 Develop Final Signal Plans									
3.25.4 Develop Final Lighting Plans									
3.31.1 Summarize Traffic Plans			2	4		8	14		
3.29 Prepare Roadway Final Plans	0	0	11	18	28	50		107	$ 13,056
3.20.1 Develop Final Sequence Of Construction Sheets									
3.21.1 Generate Removal Sheets And Details									
3.29.2 Calculate Quantities			4	8		20	32		
3.29.3 Generate Site Specific Erosion Control Plans			2		8	12	22		
3.29.4 Generate Storm Water Pollution Prevention Plan Sheet			1	2			3		
3.29.5 Generate Detail Sheets						2	2		
3.29.5.1 Design And Generate Joint Layout Sheets									
3.29.5.2 Design And Generate Drainage Structure Details									
3.29.5.3 Generate Miscellaneous Detail Sheets									
3.29.5.4 Generate Survey Data Sheets						2	2		
3.29.6 Generate Summary Sheets			2	4	12	16	34		
3.29.7 Assemble Pay Items And Notes			2	4	8		14		
I. Estimates / Reporting	3	0	7	0	0	0		10	$ 1,973
3.11 Prepare Preliminary Plan Field Review Report & Cost Estimate	1		2				3		
3.28 Prepare Final Plan Field Review Report & Cost Estimate	1		2				3		
3.30 Prepare Final Cost Estimate Using Current ODOT Est. Software	1		2				3		
S-1 Prepare Special Provisions			1				1		
S-2 Drainage Studies and Reports									
△ S-3 Modify Activity Description as Directed by ODOT									
△ S-4 Modify Activity Description as Directed by ODOT									
S-5 Estimated Effort to Administer Subconsultants.									
II. Meetings	10	0	0	0	0	0		10	$ 2,655
S-3 Confirmation of Scope & Fee Proposal	4						4		
S-4 Additional Meetings Outside Normal Project Requirements									
3.10 Preliminary Plan Field Review	2						2		
3.16 Right-of-Way & Utility Review	2						2		
3.27 Final Plan Field Review	2						2		
5.1 Pre-Bid									
Roadway Plan Development Totals	13	2	71	58	168	228		540	$ 69,681
							Computed Aggregate Rate per labor hour	$ 129.04	per hour

△ Revised - 10/03/2016 These activities are to be used only if directed by ODOT. If directed the consultant shall provide an approiate description of the activity.

Footnote: If an item is not applicable, leave it blank.

Data sensitivity - Public

CITY OF NORMAN
ENGINEERING CONTRACT COST PROPOSAL

E.C. NO. _____ SWO NO. _____ FEE PROPOSAL SUBMISSION DATE: _____
COUNTY : _____ CITY: _____ JOB PIECE NO. _____
HIGHWAY NO. _____ ORGANIZATION SUBMITING PROPOSAL: PROJECT NO. _____
PROJECT DESCRIPTION : 72nd Ave SE over Creek - Utility Coordination Egis USA, Inc.

CITY OF NORMAN
ENGINEERING CONTRACT COST PROPOSAL

DIRECT SALARY COSTS

	Labor Category							
Labor Description	Proj. Mgr. II	Engineer III	Engineer I	Engr. Assoc. I	Designer I	CAD Tech II		
Labor Rate	$ 265.50	$ 249.85	$ 168.03	$ 115.30	$ 135.61	$ 106.71		
I. M5-M7	0	20	0	0	12	12	44	$ 7,905
S-1 Utility Coordination		20			12	12	44	
S-2								
S-3								
S-4								
S-5								
S-6								
S-7								
S-8								
S-9								
S-10								
Totals	0	20	0	0	12	12	44	$ 7,905
				Computed Aggregate Rate per labor hour			$ 179.66	per hour

Data sensitivity - Public

CITY OF NORMAN
ENGINEERING CONTRACT COST PROPOSAL

E.C. NO. _____ SWO NO. _____ FEE PROPOSAL SUBMISSION DATE: _____
COUNTY : _____ CITY: _____ JOB PIECE NO. _____
HIGHWAY NO. _____ ORGANIZATION SUBMITING PROPOSAL: PROJECT NO. _____
PROJECT DESCRIPTION : 72nd Ave SE over Creek - As Builts Egis USA, Inc.

CITY OF NORMAN
ENGINEERING CONTRACT COST PROPOSAL

DIRECT SALARY COSTS

Labor Description	Labor Category: Proj. Mgr. II	Engineer III	Engineer I	Engr. Assoc. I	Designer I	CAD Tech II			
Labor Rate	$ 265.50	$ 249.85	$ 168.03	$ 115.30	$ 135.61	$ 106.71			
I. M5-M7	0	4	0	0	12	12		28	$ 3,907
S-1 As-Built Record Plans		4			12	12	28		
S-2									
S-3									
S-4									
S-5									
S-6									
S-7									
S-8									
S-9									
S-10									
Totals	0	4	0	0	12	12		28	$ 3,907

Computed Aggregate Rate per labor hour $ 139.54 per hour

Data sensitivity - Public

CITY OF NORMAN
ENGINEERING CONTRACT COST PROPOSAL

E.C. NO. _____ SWO NO. _____ FEE PROPOSAL SUBMISSION DATE: _____
COUNTY : _____ CITY: _____ JOB PIECE NO. _____
HIGHWAY NO. _____ ORGANIZATION SUBMITING PROPOSAL: PROJECT NO. _____
PROJECT DESCRIPTION : 72nd Ave SE over Rock Creek - Construction Administration Egis USA, Inc.

CITY OF NORMAN
ENGINEERING CONTRACT COST PROPOSAL

DIRECT SALARY COSTS

Labor Description	Labor Category: Proj. Mgr. II	Engineer III	Engineer I						
Labor Rate	$ 275.00	$ 260.00	$ 175.00						
I. M5-M7	38	0	68	0	0	0		106	$ 22,350
S-1 Attend pre-construction meeting	4		4				8		
S-2 Attend monthly construction progress meeting	24		24				48		
S-3 Review contractor's submittals			12				12		
S-4 Address RFI, amendments, and change orders	6		16				22		
S-5 Review contractor's pay estimates			8				8		
S-6 Attend final walk-through meeting	4		4				8		
S-7 Expenses - Mileage									$ 435
S-8									
S-9									
S-10									
Totals	38	0	68	0	0	0		106	$ 22,785
				Computed Aggregate Rate per labor hour				$ 210.85	per hour

Data sensitivity - Public



Map produced by the City of Norman
Geographic Information System

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

2023 Bridge Maintenance Bond
72nd Avenue NE Bridge Replacement over Rock Creek

N

513

File Attachments for Item:

27. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-66: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND AGUIRRE & FIELDS, L.P., IN THE AMOUNT OF $202,997.16 FOR THE DESIGN OF THE IOWA STREET BRIDGE REHABILITATION OVER MERKLE CREEK BOND PROJECT AND FUNDS TRANSFER AS OUTLINED IN THE STAFF REPORT. (WARD 2)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: Joseph Hill, Streets Program Manager

PRESENTER: Scott Sturtz, Public Works Director

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-66: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND AGUIRRE & FIELDS, L.P., IN THE AMOUNT OF $202,997.16 FOR THE DESIGN OF THE IOWA STREET BRIDGE REHABILITATION OVER MERKLE CREEK BOND PROJECT AND FUNDS TRANSFER AS OUTLINED IN THE STAFF REPORT. (WARD 2)

BACKGROUND:

On October 10, 2023, the citizens of Norman voted in favor of a $50 million bridge replacement and rehabilitation bond issue. The projects listed in the bond are intended to be completed with bond funds. However, federal funds will be pursued at every opportunity. Please see the attached project list and map showing the project locations.

On October 11, 2023, City staff advertised Request for Proposal RFP 2324-29 to solicit Consulting Engineering Services for the bond projects still requiring design. The selection committee, consisting of three (3) City staff (Joseph Hill – Streets Program Manager, Jeff Fordice – Capital Projects Engineer, and Brandon Brooks – Capital Projects Engineer) and two (2) citizens, shortlisted eight (8) consultant teams for interviews held on January 18, 2024. Also present at the interviews were the acting City Engineer and the City Auditor. The five (5) consultant teams selected after interviews to complete the design on these projects are:

- Garver, Norman
- EGIS USA Inc, Oklahoma City (formerly known as H.W. Lochner)
- MKEC, Oklahoma City
- Aguirre & Fields, Oklahoma City
- CEC, Oklahoma City

These consultants are being assigned the various projects by City staff based on capacity, performance during the interview process, and capabilities of their firm to complete a specific project.

Tonight's agenda item is to award the contract for design of Iowa Street Bridge Rehabilitation over Merkle Creek located 150 feet east of Merkle Drive.

DISCUSSION:

The Iowa Street Bridge Rehabilitation includes sidewalk replacement, replacement of culvert slab, replacement of end sections, concrete repair, and roadway work necessary to tie the existing road into the rehabilitated bridge.

Once the design is completed, Aguirre & Fields will assist with the necessary environmental permitting. City staff anticipates a 2030 bid opening with construction estimated to take approximately 9 months to complete.

Aguirre & Fields' Scope of Services includes:

- Hydraulic Analysis
- Environmental Permitting
- Design Plan submittals at 30%, 60%, 90% and Final Plan stages
- Bidding Assistance
- Construction Administration
- As Built Drawing Services

Funds are available to pay for these design services in the amount of $202,997.16 in the Capital Fund, General Obligation Bond, Series 2024A Fund Balance (Account 50-29000). However, the funds will need to be appropriated into the project Design Account (BP0876, Account 50595367-46201)

If approved, Aguirre & Fields will begin work immediately on the critical path items.

RECOMMENDATION 1:

Staff recommends an appropriation in the amount of $202,997.16 from the Capital Fund, General Obligation Bond, Series 2024A Fund Balance (Account 50-29000) to the Iowa Street Bridge Rehabilitation project (BP0876 design, Account 50595367-46201).

RECOMMENDATION 2:

Staff recommends approval of Contract K-2627-66 between the City of Norman and Aguirre & Fields, L.P., in the amount of $202,997.16 for the design of the Iowa Street Bridge Rehabilitation Bond Project.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and Aguirre & Fields (CONSULTANT) for the following reasons:

1. OWNER intends to rehabilitate the existing bridge carrying Iowa Street over Merkle Creek (NBI #10801) (the Project); and,

2. OWNER requires certain professional survey, design, analysis and engineering services in connection with the Project (the SERVICES); and,

3. CONSULTANT is prepared to provide the SERVICES.

In consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE
The effective date of this AGREEMENT shall be ___ day of _____, 2026.

ARTICLE 2 - GOVERNING LAW
This AGREEMENT shall be governed by the laws of the State of Oklahoma.

ARTICLE 3 - SCOPE OF SERVICES
CONSULTANT shall provide the SERVICES described in Attachment A, Scope of Services.

ARTICLE 4 - SCHEDULE
CONSULTANT shall exercise its reasonable efforts to perform the SERVICES described in Attachment A according to the Schedule set forth in Attachment B.

ARTICLE 5 - COMPENSATION
OWNER shall pay CONSULTANT in accordance with Attachment C, 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.

ARTICLE 6 - OWNER'S RESPONSIBILITIES
OWNER shall be responsible for all matters described in Attachment D, Owner's Responsibilities. OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by OWNER to CONSULTANT. If OWNER does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to CONSULTANT, OWNER shall obtain a license or right to use, including the right to sublicense to CONSULTANT. OWNER hereby grants CONSULTANT the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the SERVICES. OWNER represents that CONSULTANT'S use of such documents will not infringe upon any third parties' rights.

ARTICLE 7 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the SERVICES as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this AGREEMENT or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the SERVICES.

ARTICLE 8 -INDEMNIFICATION AND LIABILITY

Indemnification. To the extent permitted by law, including the Constitution of the State of Oklahoma, the CONSULTANT and the OWNER each hereby agree to defend, indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the indemnifying party or its subcontractors, if any, in the performance of SERVICES under this AGREEMENT. The indemnity provided by the CONSULTANT in this regard shall extend in favor of the OWNER to any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of any subconsultant hired by CONSULTANT for the Project. The CONSULTANT and the OWNER each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims. This indemnity is not limited except as provided by applicable Oklahoma law. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this AGREEMENT to be furnished by the CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to the OWNER at common law.

Survival. The terms and conditions of this Article shall survive completion of the SERVICES, or any termination of this AGREEMENT.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

a) General Liability Insurance, with a limit of $1,000,000 per occurrence and $2,000,000 annual aggregate.
b) Automobile Liability Insurance, with a combined single limit of $1,000,000 for each person and $1,000,000 for each accident.
c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of $500,000 for each occurrence.
d) Professional Liability Insurance, with a limit of $1,000,000 per claim and annual aggregate.

CONSULTANT shall, upon written request, furnish OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to OWNER. OWNER shall require all Project contractors to include OWNER, CONSULTANT, and its parent company, affiliated and subsidiary entities, directors, officers and employees, as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both OWNER and CONSULTANT, each to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT that are outside of CONSULTANT's reasonable control and/or Scope of Services set forth in Attachment A; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to, or otherwise under the control of the CONSULTANT, to fulfill contractual responsibilities to OWNER or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services. In the event the OWNER requests the CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to the CONSULTANT for review at least 15 days prior to the requested date of execution. The CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment, (a) increase the CONSULTANT'S legal or contractual obligations or risks beyond the terms of this agreement; (b) require knowledge, services or responsibilities beyond the scope of this AGREEMENT; or (c) result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot reasonably ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because the CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet project schedules, the CONSULTANT's opinion of probable costs and of project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. The CONSULTANT does not guarantee that proposals, bids, or actual project costs will not vary from the CONSULTANT'S cost estimates or that actual schedules will not vary from the CONSULTANT'S projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by CONSULTANT as deliverables pursuant to the Attachment A, Scope of Services are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by OWNER or others on modifications or extensions of the PROJECT or on any other project. Any reuse without prior written verification or adaptation by THE CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by CONSULTANT and furnished to OWNER as part of the SERVICES shall become the property of OWNER; provided, however, that CONSULTANT shall have the unrestricted right to their use. CONSULTANT shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT.

ARTICLE 14 - TERMINATION AND SUSPENSION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. OWNER may terminate or suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. CONSULTANT shall terminate or suspend performance of the SERVICES on a

schedule acceptable to OWNER, and OWNER shall pay CONSULTANT for all the SERVICES performed. Upon restart of suspended SERVICES, an equitable adjustment shall be made to CONSULTANT'S compensation and the project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT. CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 16 - NOTICES

Any notice required by this AGREEMENT shall be made in writing to the address specified below:

OWNER:
Joesph Hill
Streets Program Manager
City of Norman
P.O. Box 370
Norman, OK 73070

CONSULTANT
Aguirre & Fields
David Welchel
Project Manager
101 N. Robinson Avenue, Suite 110
Oklahoma City, OK 73102

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OWNER and CONSULTANT.

ARTICLE 17 - DISPUTES

In the event of a dispute between OWNER and CONSULTANT arising out of or related to this AGREEMENT, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute as allowed by applicable law and regulation. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

CONSULTANT hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable

laws and regulations, including the City of Norman's policies and provisions. The CONSULTANT affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, gender identity or expression, marital status or familial status, including marriage to a person of the same sex, citizen status, national origin or ancestry, place of birth, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is CONSULTANT'S policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. The CONSULTANT further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-1 00 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 19 - WAIVER

A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 20 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if it did not contain the particular portion or provision held to be void.

ARTICLE 21 - INTEGRATION

This AGREEMENT, including Attachments A, B, C, and D incorporated by this reference, represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

OWNER and CONSULTANT each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this AGREEMENT and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this AGREEMENT.

ARTICLE 23 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign any rights or duties under this AGREEMENT without the prior written consent of the other party,; provided, however, CONSULTANT may assign its rights to payment without OWNER'S consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from engaging independent CONSULTANTS, associates, and subcontractors to assist in the performance of the SERVICES.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The SERVICES provided for in this AGREEMENT are for the sole use and benefit of OWNER and CONSULTANT. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

ARTICLE 25 – ACKNOWLEDGEMENT

If CONSULTANT has 10 or more full-time employees during the term of this Agreement, and this Agreement has a value of one hundred thousand dollars ($100,000) or more, CONSULTANT hereby represents, warrants, covenants to the OWNER that, in accordance with and pursuant to 21 O.S. § 1289.31 AND 74 O.S. § 12001 (i) it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, or is not boycotting an energy company and (ii) will not discriminate against a firearm entity or firearm trade association, or boycott an energy company, during the term of this Agreement.

IN WITNESS WHEREOF, OWNER and Aguirre & Fields have executed this AGREEMENT.

DATED this ____ day of _____, 2026.

The City of Norman
(OWNER)

Signature _____

Name _____

Title _____

Date _____

Attest:

_____
City Clerk

Aguirre & Fields
(CONSULTANT)

Signature _____

Name Oscar R. Aguirre, P.E.

Title President of Aguirre, LLC - General Partner

Date 10/06/2026

Attest:

_____
Secretary
Christine R. Crosby
VP of Aguirre, LLC - General Partner

Approved as to form and legality this 8 day of Oct 2026.

_____
City Attorney

ATTACHMENT A
SCOPE OF SERVICES

Article 3 of the AGREEMENT is amended and supplemented to include the following agreement of the parties. CONSULTANT shall, except as otherwise provided for herein, furnish all Engineering services, labor, equipment, and incidentals (SERVICES) as required for this AGREEMENT.

DESCRIPTION OF PROJECT

The following scope is the scope of services for the bridge and roadway rehabilitation for Iowa Street over Merkle Creek (NBI #10801). The existing bridge is located approximately 0.4 miles east of 12th Avenue NW in Norman, Oklahoma and consists of a (2)10' x 7' x 38' long reinforced concrete box culvert carrying an approximate 26' roadway. The existing roadway carries two lanes of traffic. The route will be closed to traffic and will require a detour for the duration of construction.

DESIGN SERVICES

The following design services shall align with the tasks set forth in **Attachment C – Compensation**.

1. **Roadway / Street**
   The roadway/street work is anticipated to be limited to the areas near the existing bridge. Anticipated work is to include the following:

   - No changes to the existing roadway profile.
   - Replacement of approximately 15' of pavement on each end of the existing bridge.
   - Sidewalk replacements as required in the vicinity of the existing bridge.
   - Existing roadway width and profile is not anticipated to change.
   - Pavement design will not be completed. Pavement structure is to match existing or comply with City of Norman standard.

2. **Hydraulics and Hydrology**
   <Description of required traffic design elements. The description must address all items listed below and should include relevant details such as: lane configuration, specific design criteria, location specific items, etc.>The hydraulics and hydrology work will consist of analysis at the existing bridge and will consists of the following:

   - Obtain FEMA effective models from local FPA or FEMA, if necessary.
   - Merkle Creek (FEMA Zone AE with Floodway): Utilize FEMA effective flows for the analyzed frequencies. Flow rates for the 2-, 5-, and 25-yr events will be developed using StreamStats.
   - If FEMA model is obtained, develop Duplicate Effective, Corrected Effective, Existing Conditions, and Proposed Conditions HEC-RAS models. Cross sections

within the project survey limits will be updated in the existing and proposed conditions as needed.

- If FEMA effective model cannot be obtained for Merkle Creek, an existing conditions model will be developed from project survey and LiDAR. Calibration of the model will be completed by comparing water surface elevations from the FIS. Tailwater conditions will be based upon the known water surface elevations from the effective model or the FIS data. The model will be assumed to be calibrated if the water surface elevations are within 1' of the FIS elevation for the 100-yr event. The limits of the model shall be developed within the limits of the project survey.
- A comparison of the existing and proposed conditions models will be completed to determine impacts and adjustments to the proposed design shall be completed to meet no rise requirements.
- Develop hydraulic report summarizing hydrologic and hydraulic methodologies and results. Results for proposed structure will comply with the EDC.
- Develop Floodplain Permit documents for no rise certification.

3. **Bridge / Structural**
The bridge rehabilitation is expected to be limited to the following:

- Design of new bridge elements are to comply with the 9th edition of the AASHTO LRFD Bridge Design Specifications.
- Replacement of existing top slab of culvert.
- Replacement of the existing culvert end sections.
- Repair to existing concrete.
- New bridge top slab will include an ADA compliant sidewalk on each side and appropriate handrail.

4. **Survey**
<Description of required survey design elements. The description must address all items listed below and should include relevant details such as: survey limits, alignment, control, location specific items, etc.>Survey work is anticipated to consists of the following:

- Establish a minimum of 2 primary control monuments and 2 benchmarks tied to City of Norman Network.
- Property lines and ROW will be shown per deed.
- Topographic survey limits sufficient for 1' contours with additional cross sections for drainage study.
- Utilities shown per visible features and "Call Okie" locates.

a. **Topographic Survey**
b. **Utility Locates**
c. **Property / Right of Way**
d. **Landowner Notifications**
e. **Survey Data Sheets**

5. **Geotechnical Testing**
<Description of required geotechnical elements. The description must address all items

listed below and should include all relevant details.>

a. **Roadway / Street Geotechnical**
b. **Pavement / Subgrade Design**
c. **Bridge Geotechnical**
d. **Retaining Wall Geotechnical**
e. **Sign/Light Pole Foundation Recommendation**

6. **Environmental Clearance**

Environmental services for compliance with the National Environmental Policy Act (NEPA) will consist of the following:

- The environmental review will consist of a comprehensive study, conducted by an experienced multi-disciplinary team, designed to identify, assess, and evaluate potential environmental impacts associated with the anticipated project footprint.
- Fields studies will be conducted to identify potential impacts on the human (i.e. hazardous materials, cultural resources, etc.) and natural (biological, water resources, etc.) environments. The field studies will specifically address the cultural and historic aspects of Section 106 of the National Historic Preservation Act (NHPA) and Section 7 of the Endangered Species Act (ESA), when applicable. Upon completion of the field studies, the associated reports will be prepared in compliance with USACE protocols to consult with the appropriate state and federal regulatory entities. The includes, but are not limited to, the US Fish and Wildlife Service (USFWS), the State Historic Preservation Office (SHPO), and affected Native American Tribes.
- A draft environmental summary document will be generated and submitted to the City of Norman for review. After review, the summary document will be submitted to the USACE as part of the Section 404 permit application associated with the bridge rehabilitation. The 404 permit is to be limited to a Nationwide 14 permit application for Linear Transportation projects.
- Environmental mitigation aspects are not included in the contract.

7. **Right-Of-Way (R/W)**

Right-of-way scope is not anticipated or included in this work.

8. **Utilities**

Utility work will consist of potholing (SUE level A) as required. Any potholes will require the approval by the OWNER prior to work being performed. An estimated 4 holes are included in this scope of work and are to be used at the discretion of the OWNER.

9. **Construction**

Bidding Support

CONSULTANT shall prepare and submit all required bid documents for approval by the OWNER. Once the documents and final opinion of probable construction cost are accepted by the OWNER, the CONSULTANT shall:

- Attend the Pre-Bid Meeting and provide information to the OWNER as appropriate to clarify, correct, or change the bidding documents; the OWNER will submit any required Addenda.

- Analyze and evaluate bids in order to make a written recommendation for award to the OWNER.
- Provide information or assistance needed by the OWNER in the course of any negotiations with prospective contractors.
- If bidding documents require, CONSULTANT shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders.

Construction Support
CONSULTANT shall attend any scheduled Pre-Construction Meeting and will be available throughout construction to answer questions, including formal Requests for Information (RFIs), and assist the OWNER as necessary, helping to resolve any complications or conflicts that may arise. If shop drawings are to be produced during construction, CONSULTANT will be available to assist the OWNER in review. CONSULTANT shall attend regularly scheduled progress meetings, as required.

Record Drawings (As-builts)
Record Drawings will be prepared and submitted to the OWNER based upon field documents provided by the construction administrator.

10. Additional Services
Additional services are not anticipated or included as part of this scope of work.

MEETINGS

The CONSULTANT shall schedule monthly design progress meetings or conference calls with the OWNER to discuss current project status, upcoming milestones, and any issues arising on the project.

DESIGN CRITERIA

The design and plans shall conform to current (at the time of bidding) Federal, State of Oklahoma, City of Norman, and American Association of State Highway and Transportation Officials (AASHTO) policies and standards unless modified in writing at the direction of the OWNER.

DELIVERABLES

The CONSULTANT shall provide monthly project status updates that include (but are not limited to) opinion of probable cost updates, schedule updates, action items, and the anticipated submittal date for upcoming milestones. CONSULTANT shall make available all design calculations upon request. CONSULTANT shall complete thorough quality control reviews prior to the submittal of all deliverables.

Design Plans – 50/90 Milestone Schedule

a. **Plan Requirements**
Plans shall consist of 11 x 17-inches (half size) prints.

b. **Preliminary (50%) Plans and Design Analysis**
The 50% Preliminary Design Submittal should include, but is not limited to, the following (some items may not be applicable to every project):

- 60% ODOT Plans Checklist
- Title Sheet
- Typical Section/Detail Sheet
- Drainage Map
- Storm Water Management Plan
- Roadway Plan Sheets
- Bridge General Plan and Elevation
- Removal Sheets
- Survey Data Sheets
- 404 Worksheets
- Preliminary Sequence of Construction
- Opinion of Probable Cost
- Updated Design Schedule

c. **Final (90%) Plans**
The 90% Preliminary Design Submittal should include, but is not limited to, the following (some items may not be applicable to every project):

- 90% ODOT Plans Checklist
- Title Sheet
- Typical Section/Detail Sheet
- Pay Item Lists and Notes
- Storm Water Management Plan
- Erosion Control Sheets
- Roadway Plan Sheets
- Bridge General Plan and Elevation
- Removal Sheets
- Survey Data Sheets
- 404 Worksheets
- Detail Sheets
- Sequence of Construction and Traffic Control Plans
- Opinion of Probable Cost
- Updated Design Schedule

d. **Plans, Specifications, and Estimate (PS&E) Submittal**
The 100% Final Design Submittal should include, but is not limited to, the following

- 100% ODOT Plans Checklist
- Title Sheet
- Typical Section/Detail Sheet
- ODOT Pay Item Lists and Notes
- Storm Water Management Plan

- Erosion Control Sheets
- Roadway Plan Sheets
- Bridge General Plan and Elevation
- Removal Sheets
- Survey Data Sheets
- 404 Worksheets
- Detail Sheets
- Sequence of Construction and Traffic Control Plans
- Final Opinion of Probable Cost – in required format
- Bid Documents as required by OWNER

ADDITIONAL SERVICES NOT INCLUDED

The following items are not included in the scope of work:

- Utility relocation coordination services
- Right-of-way plans or acquisition services
- Construction staking
- Property or boundary survey(s)
- Elevation certificate(s)
- Noise studies
- Traffic study and/or counts
- Geotechnical services
- Conditional Letter of Map Revision (CLOMR)/ Letter of Map Revision (LOMR)

The City of Norman reserves the right to include the above items as a supplement to this proposal and Aguirre & Fields shall be paid for additional services through a separate agreement.

City of Norman
Contract No.: K-2627-66

ATTACHMENT B
PROJECT SCHEDULE

Article 4 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

It is understood and agreed that the date of beginning, rate of progress, and the time of completion of SERVICES under this AGREEMENT are essential provisions of this AGREEMENT. It is further understood and agreed that the services under this AGREEMENT shall commence upon execution of the AGREEMENT between OWNER & CONSULTANT and after receipt of a written Notice to Proceed from CONSULTANT. The parties mutually agree that time is of the essence in the performance of this AGREEMENT in order for OWNER to have advantage of existing funding. CONSULTANT agrees to provide SERVICES for each phase of PROJECT as stated in Attachment A – Scope of Services, in accordance with the time frame as stated below:

TASK/MILESTONE	ANTICIPATED COMPLETION DATE
Notice to Proceed	November 1, 2026
50% Preliminary Plan Submittal	180 days after NTP
90% Final Review Plan Submittal	300 days after NTP
Final Plan Submittal	360 days after NTP

The parties further agree that CONSULTANT will meet this schedule using standards and procedures for their submissions consistent with those currently used by Engineers/Surveyors practicing in Oklahoma. This schedule excludes the governing agency review time (except as provided above) and any time lost while CONSULTANT is waiting for direction either by government agency or OWNER, and any excusable delays as described in Article 15 of the AGREEMENT.

Dates indicated are dependent upon timely review by OWNER and other factors beyond direct control of CONSULTANT.

ATTACHMENT C
COMPENSATION

Article 5 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

The CONSULTANT agrees to perform the SERVICES identified in **Attachement A – Scope of Services**, in accordance with the limitations and conditions set forth in the AGREEMENT to pay an amount not to exceed $202.997.16 unless changed or modified by a mutually executed contract amendment between the OWNER and the CONSULTANT.

The OWNER shall pay the CONSULTANT for completion of the SERVICES of each task identified in **Attachment A – Scope of Services**, in accordance with the amounts stated below:

DESIGN TASK	COMPENSATION
Task 1 – Roadway / Street	$30,800.00
Task 2 – Hydraulics / Hydrology	$29,600.00
Task 3 – Bridge / Structural	$96,000.00
Task 4 – Survey	$8,597.16
Task 5 – Geotechnical Testing	$0.00
Task 6 – Environmental Clearance	$13,000.00
Task 7 – Right-of-Way	$0.00
Task 8 – Utilities (Potholing, as required)	$3,000.00
Task 9 – Construction	$22,000.00
Task 10 – Additional Items	$0.00
TOTAL COMPENSATION	$202,997.16

ATTACHMENT D
OWNER'S RESPONSIBILITIES

Article 6 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

I. OWNER RESPONSIBILITIES

1. Owner shall furnish to CONSULTANT all available information pertinent to PROJECT including previous reports, and any other data relative to design and construction of PROJECT.
2. OWNER shall be responsible for all permit fees.
3. OWNER shall examine all studies, reports, sketches, estimate specifications, plan drawings, proposals and any other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay SERVICES of CONSULTANT.
4. OWNER shall designate in writing a person to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this AGREEMENT.
5. OWNER shall furnish assistance in locating existing OWNER-owned underground utilities and expediting their relocation in preparation for construction.
6. OWNER shall provide for meeting facilities (or arrange for meeting facilities) for all PROJECT meetings with OWNER or Public Meetings in connection with PROJECT.

II. SPECIAL RESPONSIBILITIES

1. OWNER shall furnish to CONSULTANT traffic studies as may be required for by ACOG, ODOT, and/or FHWA for consideration of PROJECT funding and/or PROJECT letting.
2. OWNER shall furnish Certificates of Title, Appraisals, and Right-of-Way Acquisition necessary for utility relocations and/or proposed construction of PROJECT.

Signatory Notarization

STATE OF TEXAS, COUNTY OF FORT BEND, SS:

Before me, the undersigned, a Notary Public in and for said **Oscar R. Aguirre, P.E. of Aguirre, LLC – General Partner, it's Manager,** to me known to be the identical person(s) who executed the foregoing **Agreement for Professional Services, Contract No. K-2627-66** and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal this 6th day of October, 20 26.

My Commission Expires: 06-28-2026

Notary Public: Karen E. Smith

KAREN ELAINE SMITH
Notary Public, State of Texas
Comm. Expires 06-28-2028
Notary ID 130718874

AGUIRRE, LLC – GENERAL PARTNER - SECRETARY'S CERTIFICATE

March 31, 2017

The undersigned, being a duly elected Secretary of Aguirre, LLC – General Partner (Aguirre & Fields, LP) hereby certifies that:

1. I am a duly elected, qualified and acting Secretary of Aguirre, LLC – General Partner.

2. Aguirre & Fields, LP is a Texas Limited Partnership duly formed and validly existing under and by virtue of the laws of the State of Texas.

3. Christine R. Crosby is the duly elected, qualified and acting Vice President, who is authorized to execute, on behalf of Aguirre & Fields, LP, Aguirre, LLC – General Partner:

   - All documents for Aguirre & Fields, LP, Aguirre, LLC – General Partner

4. The following signature of Christine R. Crosby is the true and authentic signature:

Name	Title	Signature
Christine R. Crosby	Vice-President	Christine R Crosby

IN WITNESS WHEREOF, the undersigned Secretary of Aguirre, LLC – General Partner has hereunto set his hand as of the date first set forth above.

By: _____
Name: Oscar R. Aguirre
Title: Aguirre, LLC – General Partner, President

AGUIRRE, LLC – GENERAL PARTNER - SECRETARY'S CERTIFICATE

October 18, 2001

The undersigned, being a duly elected Secretary of Aguirre, LLC – General Partner (Aguirre & Fields, LP) hereby certifies that:

1. I am a duly elected, qualified and acting Secretary of Aguirre, LLC – General Partner.

2. Aguirre & Fields, LP is a Texas Limited Partnership duly formed and validly existing under and by virtue of the laws of the State of Texas.

3. Oscar R. Aguirre is the duly elected, qualified and acting President, who is authorized to execute, on behalf of Aguirre & Fields, LP, Aguirre, LLC – General Partner:

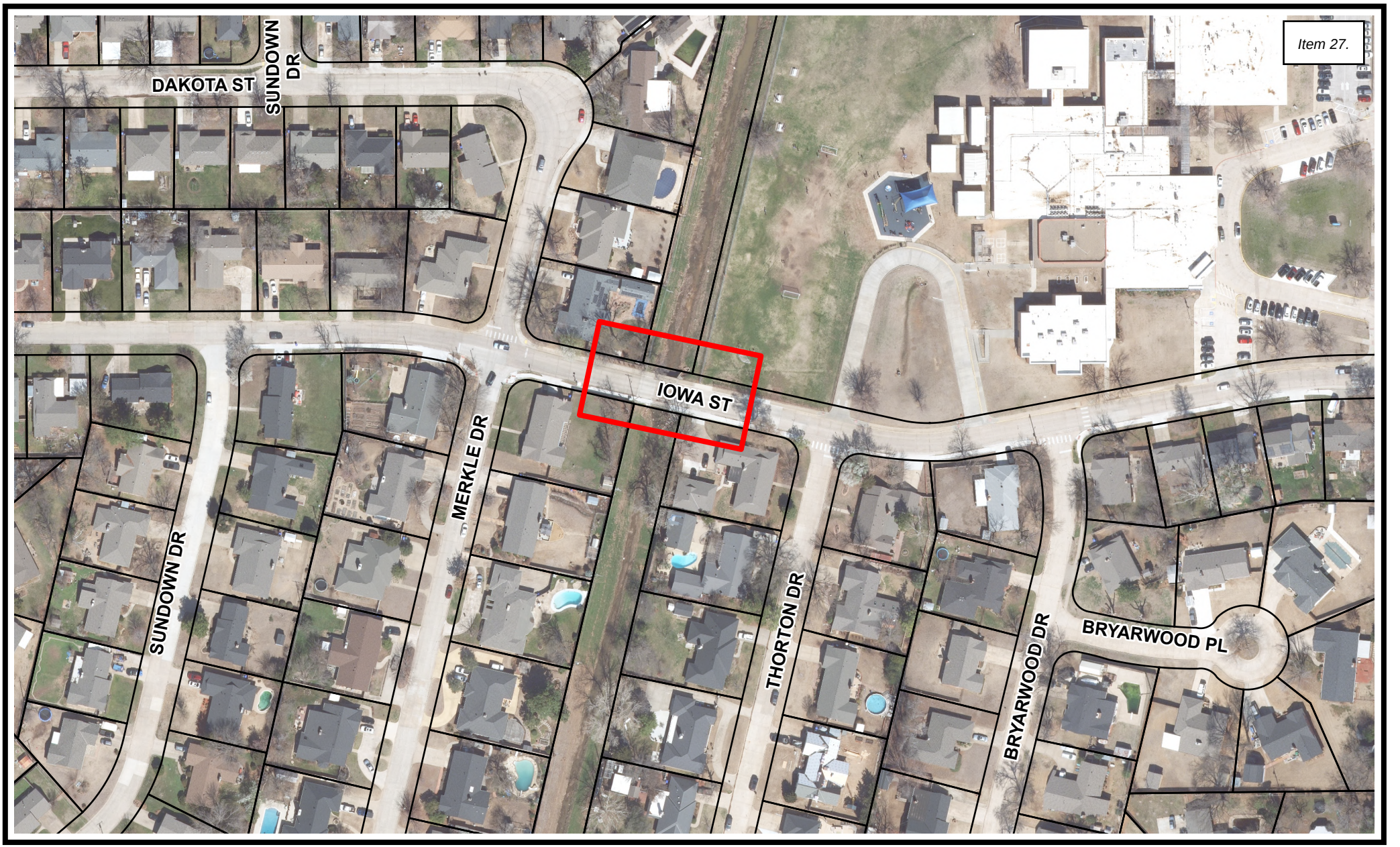
   - All documents for Aguirre & Fields, LP, Aguirre, LLC – General Partner

4. The following signature of Oscar R. Aguirre is the true and authentic signature:

Name	Title	Signature
Oscar R. Aguirre	President	
Oscar R. Aguirre	Secretary	

IN WITNESS WHEREOF, the undersigned Secretary of Aguirre, LLC – General Partner has hereunto set his hand as of the date first set forth above.

By: _____
Name: Oscar R. Aguirre
Title: Aguirre, LLC – General Partner, President



Map produced by the City of Norman
Geographic Information System

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

2023 Bridge Maintenance Bond
Iowa Street bridge rehabilitation over Merkle Creek

N

535

File Attachments for Item:

28. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-68: A CONTRACT BY AND BETWEEN THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) AND THE CITY OF NORMAN FOR THE COLLECTION OF TRAFFIC DATA AND APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Transportation Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-68: A CONTRACT BY AND BETWEEN THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) AND THE CITY OF NORMAN FOR THE COLLECTION OF TRAFFIC DATA AND APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The Association of Central Oklahoma Governments (ACOG) is responsible for the administration of the Unified Planning Works Program (UPWP) in the Oklahoma City Metropolitan Area. The program's purpose is to maintain a comprehensive, continuing, and cooperative planning process for the region. The Oklahoma Department of Transportation provides Federal Highway Administration funds for this planning process and the many tasks associated with it, which include activities such as travel time/delay studies, monitoring of intersection related accidents, traffic data collection, traffic signal monitoring, and congestion management.

DISCUSSION:

During the last twenty-five years, our City has participated in the program by collecting traffic data at a number of locations throughout the City. For Fiscal Year 2026-2027, ACOG has offered us reimbursement not to exceed $16,000 in federal funds to cover the cost associated with this activity. These funds will be reimbursed to the City upon completion of the work.

The Traffic Control Division collects traffic data on a routine basis. The additional funds made available through ACOG have allowed us to expand our program and offset some of the local expenses associated with this work activity. In order to receive these funds, the City must enter into a contractual agreement with ACOG. Staff and ACOG officials developed Contract K-2627-68 for this specific purpose. The City Attorney has reviewed this document and found its content to be acceptable.

RECOMMENDATION 1:

Staff recommends approval of Contract K-2627-68 for the collection of traffic data.

RECOMMENDATION 2:

Staff recommends appropriation of $16,000 from Special Grants Fund Balance (account number 22-29000) to Maintenance Supplies – Traffic Signal Parts (account number 22550223-43212). Reimbursement requests will be recorded into revenue account Other Revenue – ACOG Traffic Grant (account number 225-371312).

CONTRACT

Between

ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS

and the

CITY OF NORMAN

1. PARTIES AND PURPOSE

This CONTRACT made and entered into for Fiscal Year (FY) 2027, by and between the Association of Central Oklahoma Governments (ACOG) and the City of Norman (NORMAN) reaffirms the Metropolitan Transportation Planning process of the ACOG Metropolitan Planning Organization (MPO). The above cited parties to this CONTRACT will hereinafter be referred to individually as ACOG and NORMAN respectively or, individually or collectively as the PARTICIPANT and PARTICIPANTS. Frequent reference will be made in this CONTRACT to the Federal Highway Administration, United States Department of Transportation, hereinafter referred to as FHWA.

The intent of this CONTRACT is to provide NORMAN funding of the Metropolitan Transportation Planning activities within the ACOG MPO transportation management area (TMA) as identified in the FY 2027 Unified Planning Work Program (UPWP). The purpose of this CONTRACT is to maintain the comprehensive, continuing, and cooperative transportation planning process in order to provide the most desirable multi-modal transportation system that is compatible with community goals and at minimum expense.

2. EFFECTIVE DATE

The provisions of this CONTRACT shall become effective on the first day of July 2026, or on the day this Federal-aid project is authorized by FHWA, whichever comes later. This CONTRACT shall be effective until all funding provided under Section 5 have been expended but in no event shall the term of this CONTRACT be extended beyond June 30, 2027 for expenditure of FHWA Planning (PL) Funds without supplementation as provided by Section 15 (Travel) of this CONTRACT. This CONTRACT may be terminated earlier upon thirty (30) days written notice by either party as provided for in Section 16 (Amendments or Modification of Contract) of this CONTRACT.

3. ORGANIZATION

Policy direction, plan selection, and development of programs for plan implementation of the ACOG MPO Planning Process shall be vested in an ACOG MPO Policy Committee (ACOG MPO PC) whose membership and responsibilities are detailed in the Memorandum of Understanding signed July 7, 2020 with administrative changes November 18, 2021, April 27, 2023, July 1, 2024, and May 29, 2025. The ACOG MPO PC will send transportation plans, policies, and implementation programs for review and endorsement.

4. UNIFIED PLANNING WORK PROGRAM

The specific activities to be conducted and financed during the CONTRACT period are prescribed in the FY 2027 UPWP. The UPWP details the tasks, work responsibilities, costs, and funding sources of each activity to be undertaken within the TMA. The product of the UPWP will be a twenty-year comprehensive and multi-modal transportation plan for the ACOG MPO TMA. Approval of the UPWP by the PARTICIPANTS, the ACOG MPO PC, and FHWA will constitute acceptance of the UPWP as a part of this CONTRACT, subject to the financing provisions of Section 5 herein.

5. FINANCING

ACOG presently has funds available, allocated through the FHWA and administered by ODOT, which may be used to facilitate Metropolitan Transportation Planning. Contingent upon the continued availability of such funds, ACOG agrees to participate in the planning effort to be conducted within the TMA boundary as detailed in the UPWP. The PARTICIPANTS agree that the financing of the ACOG MPO as set forth in this CONTRACT shall not exceed **$20,000** of which **$16,000** are FHWA's PL Funds and shall be on the basis of direct and indirect actual auditable cost as stated in 23 CFR Chapter 1, §420.113 and the provisions of the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 Code of Federal Regulations (CFR) Part 200 Subpart E.

The financing provided by this CONTRACT is for eighty percent (80%) of total actual auditable costs. The remaining twenty percent (20%) of the costs are to be funded by NORMAN.

	Number of Counts	Cost Per Count	Federal Share	Total Amount
Auto	100	$187.50	$15,000	$18,750
Bike/Ped	10	$125	$1,000	$1,250
Total	**110**		**$16,000**	**$20,000**

CFDA Number: 20.205 (HIGHWAY PLANNING AND CONSTRUCTION)

6. AUDIT

As part of this CONTRACT, NORMAN agrees to provide ACOG with a Single Audit performed in accordance with the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR 200 Subpart F to ensure compliance with federal and state laws, regulations, and provisions of the CONTRACT. The Single Audit will be performed by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. If federal or state exceptions are found, the PARTICIPANTS will resolve the outstanding issues as provided under Section 7.

7. DISPUTES RELATED TO FINANCES

In the event of disagreement between the PARTICIPANTS relative to the eligibility of or NORMAN's financial participation in any work item or items contained in the UPWP, the details of such disagreement shall be forwarded to both the Executive Director of ACOG and the City Manager of NORMAN who jointly shall make the final determination.

8. PAYMENT

Payments for services described in the UPWP and this CONTRACT for cooperative funding shall be disbursed by ACOG on the basis of documented monthly billings from NORMAN showing the total actual costs incurred in conformance with the UPWP. Such billings shall be submitted to ACOG, along with supporting documentation, to include a copy of the counts collected for any given invoice period for auditing purposes and a narrative progress report. The billings shall be submitted by the tenth (10th) day after the end of any month in which data for 10 or more traffic count locations (including midblock and intersection turning movement counts) have been collected, except for work completed during the month of June as noted below. The billings shall include a list of the traffic count locations, billable at the agreed upon rate of $187.50/count. If fewer than 10 traffic counts are collected in any given month, the data shall accumulate to a total of 10 or more, and a billing shall be submitted in a later month, accordingly. The final billing, for work completed before or during June 2027, shall be submitted on or before **July 15, 2027.**

NORMAN shall invoice ACOG with all necessary supporting documentation, to:

ACOG
Attn: Jennifer Sebesta, Transportation Planning Services
4205 N. Lincoln Blvd.
Oklahoma City, OK 73105
Email: jsebesta@acogok.org

9. PROGRESS REPORTS

NORMAN shall provide ACOG progress reports regarding the date, time, and location of the traffic counts. Such reports shall provide hourly and 24-hour counts at midblock locations, and 15-minute interval counts for turning movements at the intersections specified on the forms furnished by ACOG. NORMAN shall provide ACOG progress reports regarding the date, time, and location of the bicycle and pedestrian counts. The reports shall be submitted along with a billing by the tenth (10th) day after the end of a month for which the billing and report are prepared. The final progress report shall be submitted on or before **July 15, 2027.**

10. INSPECTION OF WORK

ACOG shall be accorded proper facilities for review and inspection of the work hereunder and shall at all reasonable times have access to the premises, to all reports, books, records, correspondence, instructions, receipts, vouchers, memoranda, and any other materials of every description which ACOG considers pertinent to the work hereunder. The PARTICIPANTS will fully inform each other in the event of any review and inspection of work specified hereunder by other than PARTICIPANTS. ACOG shall maintain the responsibility of review and concurrence in all techniques and methodology utilized in this study.

11. RECORDS

NORMAN shall maintain accounting records and other evidence pertaining to the costs incurred under this CONTRACT. This data will be made available for inspection by ACOG, at all reasonable times at the respective offices during the contract period and for three years after the date of the final payment of Federal funds to ACOG with respect to the study. Copies of such records shall be furnished at cost to ACOG.

12. OWNERSHIP OF DATA

The ownership of the data collected under this CONTRACT, together with reports, brochures, summaries, and all other materials of every description derived therefrom, shall be vested in the PARTICIPANT having the major funding responsibility for its development, subject to the applicable Federal and State laws and regulations.

13. INFORMATION AND REPORTS

All information, reports, proposals, brochures, summaries, written conclusions, graphic presentations, and similar materials developed by NORMAN and/or its consultants and financed in whole or in part by ACOG, shall be submitted to ACOG for review and concurrence and shall have the approval of the appropriate study committee prior to its public release, presentation, dissemination, publication, or other distribution. The distribution of such information and reports, whether draft or final and including the UPWP, to any unit of the FHWA shall be made through ACOG only. NORMAN is a public entity subject to the Oklahoma Open Records Act. To the extent that anything in this paragraph conflicts with the Open Records Act, it shall be void.

14. PUBLICATION PROVISIONS

NORMAN shall be free to copyright material developed under this CONTRACT with the provision that ACOG and FHWA reserve a royalty-free, nonexclusive, and irrevocable License to reproduce, publish or otherwise use, and to authorize others to use, the work for Government purposes. All reports published under this CONTRACT shall contain a credit reference to the FHWA, such as "prepared in cooperation with the U.S. Department of Transportation, Federal Highway Administration."

15. TRAVEL

There are no travel or training expenses eligible for reimbursement under this CONTRACT.

16. AMENDMENTS OR MODIFICATION OF CONTRACT

No changes, revisions, amendments or alterations in the manner, scope or type of work or compensation to be paid by ACOG shall be effective unless reduced to writing and executed by the PARTICIPANTS with the same formalities as are observed in the execution of this CONTRACT.

17. TERMINATION OF CONTRACT

This CONTRACT was entered into by the PARTICIPANTS because of their mutual accord that the comprehensive, continuing, and cooperative transportation planning process provided herein was necessary. Either PARTICIPANT may terminate its interest and its obligation under this CONTRACT by giving thirty (30) days notice in writing to the other PARTICIPANT, it being understood that such termination may be adverse to the interests of the other PARTICIPANT. In the event of such termination, NORMAN shall deliver at cost to ACOG all items mentioned in Sections 10 and 11 of this CONTRACT within thirty (30) calendar days following the effective termination date.

18. GOVERNMENTWIDE NONPROCUREMENT SUSPENSION AND DEBARMENT

In order to protect the public interest, the "Federal-aid Eligibility Certification" (Exhibit A) shall be signed by the City Clerk of NORMAN as to current history regarding suspension, debarment, ineligibility, voluntary exclusion, criminal convictions, or civil judgements involving fraud or official misconduct of himself/herself and any person associated in the administration and management of this federally funded project.

19. USE OF CONSULTANTS

Under the terms of this CONTRACT, NORMAN may engage qualified consultants to perform certain duties on their behalf. All contracts with other parties for services within the scope of the Transportation Planning Process shall be justified, in writing, by NORMAN and are subject to prior written approval by ACOG. Contracts for work to be done, must, as a minimum, meet the requirements of law relative to non-collusion and the provisions of 49 CFR Part 18. U.S. Department of Transportation regulations (49 CFR Part 29) require that ACOG shall insure that NORMAN insert in each subcontract the provisions required by "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Exhibit B) and further shall require its inclusion in any covered transaction NORMAN may make. All contracts and discussions between ACOG and consultants retained by NORMAN must be initiated through NORMAN.

20. RESPONSIBILITY FOR CLAIMS AND LIABILITY

To the extent permitted by applicable law, including the Constitution of the State of Oklahoma, NORMAN and/or its consultants shall hold harmless ACOG, ODOT, and FHWA from all suits, actions, or claims brought on account of any injuries or damages sustained by any person or property in consequence of any negligent acts or misconduct by NORMAN and/or its consultants or the negligent acts or misconduct of their subcontractors, agents, or employees arising from this CONTRACT or on account of any

claims or amount recovered for an infringement of patent, trademark, or copyright, or from any claim or amounts arising or recovered under the Workers' Compensation Laws or any other laws. NORMAN and/or its consultants shall not be released from such responsibility until all claims have been settled and suitable evidence to the effect furnished ACOG.

21. COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

NORMAN and ACOG agree that all operations under the terms of this CONTRACT will be in compliance with the applicable requirements of Title 49, Code of Federal Regulations, Part 21, which was promulgated to effectuate Title VI of the Civil Rights Act of 1964. In furtherance of requirements of Title 49, the following clauses and the "Nondiscrimination of Employees" (Exhibit C) are made a part of this contract.

The term contractor or consultant shall mean NORMAN and/or its consultants.

A. Compliance with Regulations: The contractor will comply with the Regulations of the US Department of Transportation relative to nondiscrimination in federally-assisted programs of the US Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

B. Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Exhibit C of the Regulations.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

D. Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by ACOG or the FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ACOG or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the non-discrimination provisions of this contract, ACOG shall impose such contract sanctions as it or the FHWA may determine to be appropriate including, but not limited to:

   1) withholding of payments to the contractor under the contract until the contractor complies, and/or
   2) cancellation, termination, or suspension of the contract, in whole or in part.

F. Incorporation of Provisions: The contractor will include the provisions of paragraph (A) through (F) in every subcontract, including procurement of the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as ACOG or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with,

litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States Attorney to enter into such litigation to protect the interests of the United States.

22. COMPLIANCE WITH MINORITY BUSINESS ENTERPRISE ACT

NORMAN and ACOG agree to adhere to the requirements that are specified in Sec. 23. 43, (General Requirements for Recipients) of 49 CFR 23 "Participation by Minority Business Enterprise in Department of Transportation Programs." A copy of the "Disadvantaged Business/Women's Business Enterprises" (Exhibit D) is attached hereto and becomes part of this CONTRACT.

23. COMPLIANCE WITH CERTIFICATION REGARDING LOBBYING

NORMAN agrees to adhere to Section 1352, Title 31, U.S. Code which in part prohibits the use of Federal appropriated funds by the PARTICIPANT(S) for influencing the making or modification of any Federal contract, grant, loan, or cooperative agreement. A signed copy of the "Certification for Federal-Aid Contracts" (Exhibit E) regarding lobbying is attached hereto and becomes part of this CONTRACT.

24. COVENANTS AGAINST CONTINGENT FEES

NORMAN warrants that it has not employed or retained any company or person specifically to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For breach or violation of this warranty ACOG shall have the right to annul this CONTRACT without liability, or at its discretion, to deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

25. PRIOR UNDERSTANDING

This CONTRACT incorporates and reduces to writing all prior understanding, promises, agreements, commitments, covenants, or conditions, and constitutes the full and complete understanding and contractual relationship of the PARTICIPANTS.

26. GOVERNING LAWS AND REGULATIONS

NORMAN and its subcontractors shall comply with all Federal, State, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any nature affecting the performance of this CONTRACT including workman's compensation laws, minimum and maximum salary and wage statutes and regulations. When required, NORMAN shall furnish ACOG with satisfactory proof of its compliance therewith.

This CONTRACT shall be governed and construed in accordance with the laws of the State of Oklahoma and the applicable rules, regulation, policies, and procedures of the Oklahoma Transportation Commission.

27. HEADINGS

Article headings used in this CONTRACT are inserted for convenience of reference only and shall not be deemed a part of this CONTRACT for any purpose.

28. BINDING EFFECT

This CONTRACT shall be binding upon and inure to the benefit of ACOG and NORMAN and shall be binding upon their successors and subject to the limitation of Oklahoma Law.

29. NOTICES

All demands, requests, or other communications which may be or are required to be given, served or sent by either party to the other pursuant to the CONTRACT shall be in writing and shall be deemed to have been properly given or sent:

A. if intended for ACOG, by electronic transmission to bgarner@acogok.org, or by mail, addressed to ACOG at:

   Association of Central Oklahoma Governments
   4205 N. Lincoln Blvd.
   Oklahoma City, OK 73105

B. if intended for NORMAN, by electronic transmission to david.riesland@normanok.gov, or by mail addressed to NORMAN at:

   The City of Norman
   Attention: David Riesland, Transportation Engineer
   225 N. Webster Avenue
   PO Box 370
   Norman, OK 73070

30. SEVERABILITY

If any provision, clause or paragraph of this contract or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this contract which is not affected by the determination. The provisions, clauses or paragraphs and any documents incorporated by reference are declared severable and the invalidation of any such provision, clause, paragraph, or document incorporated by reference shall not affect the remaining provisions, clauses, paragraphs, and documents incorporated by reference which shall continue to be binding and of full legal efficacy.

EXECUTION OF CONTRACT

IN WITNESS WHEREOF, ACOG AND THE CITY OF NORMAN HAVE EXECUTED THIS CONTRACT.

ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS

Mark W. Sweeney, AICP
Executive Director

September 9, 2026
Date

Approved as to form and legality this 9th day of September, 2026.

Pete White, General Counsel

ATTEST:

City Clerk

THE CITY OF NORMAN

Mayor

Date

Approved as to form and legality this 8 day of October, 2026.

Legal Counsel, City of Norman

EXHIBIT A

FEDERAL-AID ELIGIBILITY CERTIFICATION

The undersigned hereby certifies to the best of his or her knowledge and belief:

1. That he or she is the fully authorized agent of the Prospective Participant in this project which involves, federal funding and has full knowledge and authority to make this certification.

2. That, neither the Prospective Participant nor any person associated therewith in the capacity of director, officer, manager, auditor, or accountant, nor any person in a position involving the administration of federal funds:

   a. Is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; and

   b. Has been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; and

   c. Has a proposed debarment pending; and

   d. Has been indicted, convicted, or had a civil judgment rendered against any of the aforementioned by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years, except:

   If none, so state by entering the word "none": _____

_____ _____

Date City Clerk, City of Norman

EXHIBIT B (page 1 of 2)

ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B -- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospect lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

EXHIBIT B (page 2 of 2)

ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT C (page 1 of 2)

NONDISCRIMINATION OF EMPLOYEES

During the performance of this contract, NORMAN, for itself, its assignees, and successors in interest hereby covenants and agrees as follows:

1. NORMAN and its subcontractors shall provide equal employment opportunities for all qualified persons within the limitations hereinafter set forth, and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or handicap.

2. That any subcontract entered into by NORMAN for performance of any portion of the work covered under this Contract shall incorporate all of the provisions of this Special Provision, "Nondiscrimination of Employees," and the same shall be appended to said subcontract and incorporated therein by reference.

3. NORMAN shall refrain from "discriminatory practices," as hereinafter defined. It is a discriminatory practice for NORMAN to:

    a. Fail or refuse to hire, to discharge or otherwise to discriminate against an individual with respect to compensation or the terms, conditions, privileges or responsibilities or employment, because of race, color, religion, sex, national origin, age, or handicap

    b. Limit, segregate, or classify an employee in a way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect the status of an employee, because of race, color, religion, sex, national origin, age, or handicap

    c. Discriminate against an individual because of race, color, religion, sex, national origin, age, or handicap, in admission to, or employment in, any program established to provide apprenticeship, on-the-job training or retraining

    d. Publish or cause to be printed or published any notice or advertisement relating to employment by NORMAN indicating a preference, limitation, specification, or discrimination, based on race, color, religion, sex, national origin, age, or handicap, except where such preference, limitation, specification or discrimination based on religion, sex or national origin is a bona fide occupational qualification for employment

    e. Retaliate or discriminate against a person because said person has opposed a discriminatory practice, or because said person has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under Chapter 21, Title 25, Oklahoma Statutes, 1991

    f. Aid, abet, incite, or coerce a person to engage in a discriminatory practice

    g. Willfully interfere with the performance of a duty or the exercise of a power by the Oklahoma Human Rights Commission or one of its members or representatives

EXHIBIT C (page 2 of 2)

NONDISCRIMINATION OF EMPLOYEES

h. Willfully obstruct or prevent a person from complying with the provisions of Chapter 21, Title 25, Oklahoma Statutes, 1991

i. Attempt to commit, directly or indirectly, a discriminatory practice, as defined herein and as defined in Chapter 21, Title 25, Oklahoma Statutes, 1991

4. NORMAN further agrees to refrain from discrimination by reason of race, color, religion, sex, national origin, age, or handicap, against any persons, firm or corporation furnishing independent contract labor or materials to NORMAN in the performance of this Contract.

5. **Sanctions for Noncompliance** - In the event NORMAN violates or refuses to abide by any of the provisions herein set forth, ACOG reserves the right and option to:

   a. Withhold payments to NORMAN until NORMAN furnishes satisfactory evidence of compliance and correction of all violations

   b. Cancel, terminate, or suspend the Contract, in whole or in part, without further liability to ACOG other than payment for work performed up to the effective date of cancellation or termination of the contract.

   c. Report all violations, which are not corrected by NORMAN within such time as is specified by ACOG in its notice of violation, to the Oklahoma Human Rights Commission for such further proceedings as said Commission deems reasonable and necessary.

6. Immediately upon notification of Contract award, NORMAN shall submit to ACOG's Internal Equal Employment Officer a list by number, percentage, and position, including the identifying minority group employees who will be actively engaged in the Contract performance.

7. NORMAN hereby agrees to be bound by and subject itself to the provisions of Title 29, Code of Federal Regulations, Parts 1601-1605, inclusive, insofar as the same have been adopted by the Oklahoma Human Rights Commission for governing procedural matters concerning the administrative operations, functions, duties, and responsibilities of said Commission.

8. NORMAN further agrees to be bound by and be subject to any and all laws, statutes, or regulations of administrative agencies of the State of Oklahoma, pertaining to employment practices in contracts being funded either in whole or in part with funds of the State of Oklahoma, and to the requirements of any and all laws, statutes or regulations of administrative agencies of the State of Oklahoma, and to the requirements of any and all laws, statutes or regulations of administrative agencies of the State of Oklahoma pertaining to equal employment opportunity and nondiscrimination requirements in such contracts and public projects being so funded.

EXHIBIT D (page 1 of 2)

OKLAHOMA DEPARTMENT OF TRANSPORTATION DISADVANTAGED BUSINESS/WOMEN'S BUSINESS ENTERPRISES POLICY STATEMENT

It is the policy of the Oklahoma Department of Transportation to ensure that Disadvantaged Business/Women's Enterprises (DBE/WBE) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this CONTRACT. Consequently, the DBE/WBE (formerly MBE) requirements of 49 CFR Part 23 apply to this CONTRACT.

The Oklahoma Department of Transportation or its Consultants which are recipients of Federal-aid funds agree to ensure that disadvantaged business/women's enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this CONTRACT. In this regard, the Oklahoma Department of Transportation, ACOG, NORMAN, and Consultants shall take all necessary and reasonable steps in accordance with 40 CFR Part 23 to ensure that disadvantaged business/women's business enterprises have the maximum opportunity to compete for and perform contracts. The Oklahoma Department of Transportation, ACOG, NORMAN, and Consultants shall not discriminate on the basis of race, color, national origin, religion, or sex in the award and performance of Oklahoma Department of Transportation assisted contracts.

Failure to carry out the requirements set forth above shall constitute a breach of contract and, after the notification of the Oklahoma Department of Transportation, may result in termination of the contract by the recipient or other such remedy as the recipient deems appropriate.

EXHIBIT D (page 2 of 2)

OKLAHOMA DEPARTMENT OF TRANSPORTATION CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS

1. It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, and services. Affirmative steps shall include the following:

    a. Including qualified small and minority business on solicitation lists.

    b. Assuring that small and minority businesses are solicited whenever they are potential sources.

    c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.

    d. Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority business.

    e. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.

    f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in (a) through (e) above.

2. Grantees shall take similar appropriate affirmative action in support of women's business enterprises.

3. Grantees are encouraged to procure goods and services from labor surplus areas.

4. Grantor agencies may impose additional regulations and requirements in the foregoing areas only to the extent specifically mandated by statute or presidential direction.

EXHIBIT E

CERTIFICATION FOR FEDERAL-AID CONTRACTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Forms to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards in excess of $100,000, at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____

Date City Clerk, City of Norman

Signatory Notarization

STATE OF Oklahoma, COUNTY OF Oklahoma, SS:

Before me, the undersigned, a Notary Public in and for said Mark W. Sweeney of the Association of Central Oklahoma Governments, its Executive Director, to me known to be the identical person(s) who executed the foregoing FY 2027 UPWP Contract and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal this 9th day of September, 2026.

My Commission Expires: 6/17/28

BEVERLY K GARNER
NOTARY PUBLIC
STATE OF OKLAHOMA
Commission # 16005909 Expires 06/17/28

Notary Public: Beverly K. Garner

File Attachments for Item:

29. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-70 AND A GRANT FROM OKLAHOMA OFFICE OF HOMELAND SECURITY: FOR THE STATE AND LOCAL CYBERSECURITY GRANT PROGRAM SUB-RECIPIENT AWARD NUMBER #1499.107 IN THE AMOUNT OF $45,833 TO BE USED BY THE INFORMATION TECHNOLOGY DEPARTMENT TO PURCHASE WIRELESS ACCESS POINTS AND CONTROLLER FOR INFORMATION TECHNOLOGY USE IN CONTINUED SUPPORT OF STATEWIDE HOMELAND SECURITY EFFORTS SERVING OUR INTERNAL NETWORK USE AND OPERATIONS, AND BUDGET APPROPRIATION FROM THE SPECIAL GRANT FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: Kari Madden, IT Manager

PRESENTER: Tim Powers, Director of Information Technology

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-70 AND A GRANT FROM OKLAHOMA OFFICE OF HOMELAND SECURITY: FOR THE STATE AND LOCAL CYBERSECURITY GRANT PROGRAM SUB-RECIPIENT AWARD NUMBER #1499.107 IN THE AMOUNT OF $45,833 TO BE USED BY THE INFORMATION TECHNOLOGY DEPARTMENT TO PURCHASE WIRELESS ACCESS POINTS AND CONTROLLER FOR INFORMATION TECHNOLOGY USE IN CONTINUED SUPPORT OF STATEWIDE HOMELAND SECURITY EFFORTS SERVING OUR INTERNAL NETWORK USE AND OPERATIONS, AND BUDGET APPROPRIATION FROM THE SPECIAL GRANT FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The City of Norman has been selected to receive $45,833 from the Oklahoma Office of Homeland Security (OKOHS) fiscal year 2022 State and Local Cybersecurity Grant Program. These funds are designated for award number #1499.107 in the amount of $48,833 to implement new wireless access points and controller for the City of Norman. The Information Technology Department is responsible for securing all sensitive data stored on City network servers and securing operations associated with all daily operations of the City of Norman.

DISCUSSION:

This Investment Justification directly supports our approved Cybersecurity Plan by addressing remaining gaps in wireless infrastructure modernization and vulnerability management. Our plan identifies the risks posed by legacy network hardware and calls for the consolidation of wireless operations onto a single, supported platform. We have already made significant progress by deploying a new wireless controller and migrating approximately 100 access points to it. This project completes that effort by replacing the final 20 legacy access points still operating on the end-of-support controller and fully decommissions the legacy controller & access points. By funding these replacements and the final migration we eliminate some vulnerabilities and outdated encryption/weak protocol risks associated with the legacy controller and access points.

We achieve a fully modern, unified wireless environment, enhanced threat visibility, rogue AP detection, and better integration with our security tools. We reduce operational complexity, configuration drift, and long-term sustainment costs. This investment closes the final wireless security gaps identified in our Cybersecurity Plan and ensures the long-term sustainment of a secure, resilient, and supportable wireless network.

RECOMMENDATION No. 1:

Approval of the grant by Council and acceptance of the contract by the Mayor by signing and dating the attached OKOHS Memorandum (Schedule B), the Award Document (Schedule A), and the Sub-Recipient Terms and Conditions and Signature Authorization.

RECOMMENDATION No. 2:

Appropriation of $45,833 from the Special Grant Fund balance (22-29000); and designate $45,833 to Homeland Security Grant - Other Computer (Account No. 22123645-45309). Upon reimbursement, deposit funds into the Other Revenue/Homeland Security (Account No. 221-333352).

Oklahoma Office of Homeland Security

Prevent, Protect, Prepare

FY 2022
STATE AND LOCAL CYBERSECURITY GRANT PROGRAM
Sub-Recipient Award Terms and Conditions

Instructions:
The Authorized Official must sign the following required documents and return to our office. Please keep a copy of ALL documents for your records.

1. **OKOHS Sub-recipient Award Document, Schedule "A". (*SIGNATURE REQUIRED*)**

2. **OKOHS Memorandum, Schedule "B". (*SIGNATURE REQUIRED*)**

3. **Sub-recipient Terms and Conditions, Schedule "1". (*SIGNATURE REQUIRED)***

4. **Authorization to Sign OKOHS Program Documents, Schedule "3". (*SIGNATURES REQUIRED)***

5. **Quarterly Status Report, Schedule "4". (*SIGNATURE NOT REQUIRED AT THIS TIME.*** This form is included for grant your convenience only. Report due within 15 days following each calendar quarter.)

6. **Procurement Plan Worksheet (*SIGNATURE NOT REQUIRED AT THIS TIME*** This form is included for your convenience only. Form must be submitted and approved prior to any purchase being made.)

7. **Budget Detail Worksheet (*SIGNATURE NOT REQUIRED AT THIS TIME*** This form is included for your convenience only.)

8. **Request for Reimbursement Form (*SIGNATURE NOT REQUIRED AT THIS TIME*** This form is included for your convenience only.)

9. **Close-Out Form (*SIGNATURE NOT REQUIRED AT THIS TIME*** This form is included for your convenience only.)

10. **Appendix A. (SIGNATURE NOT REQUIRED AT THIS TIME.** This is included for information purposes only)

PLEASE NOTE:
OKOHS grants staff will only discuss open grants with the individuals who are signers on the award or signature authorization form. If your agency needs additional individuals to communicate with OKOHS grants staff, you will need to submit a new signature authorization form including that individual as authorized contact for your award. OKOHS grants staff will not communicate with vendors on your behalf.

OKOHS grants staff will only review, approve, and process documents submitted by signatories of the sub-recipient award or signature authorization form, if documents are submitted to OKOHS by individuals that do not have a signature on file they will be rejected as incomplete.

State and Local Cybersecurity Grant Program Terms and Conditions

Recipients of Oklahoma Office of Homeland Security ("OKOHS")/Department of Homeland Security ("DHS")/Federal Emergency Management Administration ("FEMA")/Cybersecurity and Infrastructure Security Agency (CISA) grant funds ("Sub-recipient(s)") are urged to carefully review and understand all terms and conditions of the award prior to award acceptance. Failure to comply with these terms and conditions may result in disallowance of costs and recovery of funds and/or suspension or termination of funds and/or award.

As a condition of receipt of this grant, the Sub-recipient understands and agrees:

1. **Acceptance of Post Award Changes (Article XLVII):** In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

2. **Acknowledgement of Federal Funding from DHS (Article VII):** Recipients must acknowledge their use of federal funding when issuing statements, press releases, request for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

3. **Activities Conducted Abroad (Article VIII):** Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

4. **Age Discrimination Act of 1975 (Article IX):** Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. Law No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance

5. **Allowable Costs:** The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the Notice of Funding Opportunity (NOFO).

   OKOHS requires that Costs charged to this project are subject to advance written approval by OKOHS.

   OKOHS requires that only food and beverages **approved in writing** by OKOHS in advance will be permitted to be purchased with DHS/FEMA/CISA funds. As a rule, FEMA and OKOHS discourage the use of federal funding for food and beverages. While there may be limited exceptions made to this rule that apply solely to working lunches, a strict reasonableness standard must be maintained.

   OKOHS requires that use of DHS/FEMA funding to pay for speaker fees **must be approved in writing** by OKOHS in advance any time the speaker is paid in excess of $100 per hour for services.

6. **Americans with Disabilities Act of 1990 (Article X):** Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101- 12213), which prohibits recipients

from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

7. **Applicability of DHS Standard Terms and Conditions to Tribes (Article XLVI):** The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

8. **Assurances, Administrative Requirements and Cost Principals, Representation and Certifications (Article V):**

   I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

   II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

   III. By accepting this agreement, recipient, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

9. **Audit Requirements:** The Sub-recipient agrees to comply with the requirements of the 2 C.F.R. Part 200 Section F. Entities that expend $750,000 or more in Federal funds (from all sources) in a fiscal year require an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office Government Auditing Standards, Audits of States, Local Governments, and Non-Profit Organizations. Sub-recipients are required to submit to OKOHS (within 90 days of completion) a copy of any audit report received by Sub-recipient in connection with any audit performed by or as a requirement of any regulatory body (federal, state, or local) that is conducted with respect to activity taking place during the term of the OKOHS/DHS/FEMA/CISA Award. OKOHS will review the audit and determine if any findings exist which may impact the ability of the Sub-recipient to continue to receive funds pursuant to this grant or future funding opportunities.

10. **Best Practices for Collection and Use of Personally Identifiable Information (Article XI):** Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

11. **Civil Rights Act of 1964 – Title VI (Article XII):** Recipients must comply with the requirements

of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F. R., Part 21 and 44 C.F.R. Part 7.

12. **Civil Rights Act of 1968 (Article XIII):** Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR Part 100, Subpart D.)

13. **Oklahoma Civilian Cyber Corps (OKC3):** That any OKC3 training funded with OKOHS/DHS/FEMA/CISA grant funds will be conducted by OKOHS approved trainers.

14. **Compliance Agreement:** The Sub-recipient agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by OKOHS. Failure to comply could result in a "Stop Payment" being placed on the grant.

15. **Commingling of Funds:** The Sub-recipient is prohibited from commingling funds on either a program-by-program or a project-by-project basis without prior written approval of OKOHS and DHS/FEMA/CISA. The accounting systems of all

    Sub-recipients must ensure that agency funds are not commingled with funds from other awards or Federal agencies. Each award must be accounted for separately.

16. **Confidential Information:** Any reports, information, data, etc., given to, prepared or assembled by the Sub-recipient under this grant, which OKOHS requests to be kept confidential, shall not be made available to any individual or organization by the Sub-recipient without prior written approval of OKOHS.

17. **Conflict of Interest:** Sub-recipients should take every precaution to avoid the appearance of a conflict of interest. Violations of the conflict-of-interest standards may result in criminal, civil, or administrative penalties. In the use of agency project funds, officials, or employees of State or local units of government shall avoid any action that might result in, or create the appearance of:

    - Using his or her official position for private gain;
    - Giving preferential treatment to any person;
    - Losing complete independence or impartiality;
    - Making an official decision outside official channels; or
    - Affecting adversely the confidence of the public in the integrity of the government or the program. For example, where a Sub-recipient of federal funds makes sub-awards under any competitive process and an actual conflict or an appearance of a conflict of interest exists, the person for whom the actual or apparent conflict of interest exists should recuse himself or herself not only from reviewing the application for which the conflict exists, but also from the evaluation of all competing applications.

18. **Copyright (Article XIV):** Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S Government sponsorship (including award

number) to any work first produced under federal financial assistance awards.

19. **Debarment and Suspension (Article XV):** Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R., Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

20. **DHS Standard Terms and Conditions Generally (Article IV):** The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FYU 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

    All legislation and digital resources are referenced with not digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publicanation/fy15-dhs-standard-terms-and-conditions.

21. **Disposition of Equipment Acquired Under the Federal Award (Article XLVIII):** For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2
    C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

22. **Drug-Free Workplace Regulations (Article XVI**): Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-
    8106).

23. **Duplication of Benefits (Article XVII):** Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

24. **Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX (Article XVIII):** Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

25. **Energy Policy and Conservation Act (Article XIX):** Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

26. **Environmental Planning and Historic Preservation (EHP) Review (Article XLV):** DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

    DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. In order to initiate EHP review of your project(s), you must submit a detailed project description along with supporting documentation. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

    If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

    Sub-recipients should submit the FEMA EHP Screening Form to OKOHS for each project as soon as possible following receipt of their grant award. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in a non-compliance finding. Failure of the Sub-recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

27. **Equipment:** Only equipment that is **approved in writing** by OKOHS will be permitted to be purchased with DHS/FEMA funds. As a rule, equipment purchased with OKOHS funding must be allowable for the respective grant program funds to be used in accordance with DHS's "Authorized Equipment List"**.**

    When practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funding from the Oklahoma Office of Homeland Security with funds provided by the U.S. Department of Homeland Security." Please contact OKOHS when equipment is received to request appropriate labels.

    Personnel must be properly trained to use the equipment purchased under this grant program in accordance with all applicable federal, state, and local laws including, but not limited to regulations established by EPA, OSHA, and NFPA By signing and submitting grant acceptance documents, the authorized official certifies employees have received or will receive required training prior to utilizing equipment purchased with OKOHS/FEMA funding.

    To be responsible for replacing or repairing equipment that is lost, stolen, damaged, or destroyed as a result of Sub- recipient's willful or negligent action. The non-Federal entity provides the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Property losses should be reported to OKOHS immediately.

    To maintain a state of readiness for equipment and personnel to respond to a terrorist incident.

28. **Exercises:** Any exercise conducted with OKOHS grant funds must comply with Homeland

Security Exercise and Evaluation Program (HSEEP) and Nation Incident Management System (NIMS) requirements. These requirements can be found at http://www.fema.gov/media-library-data/20130726-1914-25045-8890/hseep_apr13_.pdf. Exercise documentation, including but not limited to: objectives, after-action reports, and participants, must be coordinated with and submitted to the OKOHS Training and Exercise Coordinator.

29. **False Claims Act and Program Fraud Civil Remedies (Article XX):** Recipients must comply with the requirements of The False Claims Act, 31 U.S.C. Sections 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. Sections 3801-3812, which details the administrative remedies for false claims and statements made.)

30. **Federal Debt Status (Article XXI):** All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

31. **Federal Leadership on Reducing Text Messaging while Driving (Article XXII):** Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

32. **Financial Guidelines:** The Sub-recipient shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements.

33. **Fly America Act of 1974 (Article XXIII):** Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

34. **Fusion Center:** The Sub-recipient agrees that any funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.

    The Sub-recipient agrees that Homeland Security Information Network (HSIN) must serve as the primary vehicle by which information /intelligence is shared with DHS/FEMA as part of the fusion process across the Federal, State, local, regional, tribal and private sectors. All statewide information sharing and analysis centers utilizing HSGP funds must establish connectivity with the DHS/FEMA Homeland Security Operations Center (HSOC) via the HSIN to comply with FEMA policy legislation as outlined in the Program Guidance.

35. **General Acknowledgements and Assurances (Article IV):** All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

    I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time and award is made. Recipients should submit the completed too, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publications/dhs-civil-rights-evaluation-tool.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

36. **Hotel and Motel Fire Safety Act of 1990 (Article XXIV):** Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

37. **Indirect Cost Rate (Article L):** 2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

38. **Interest and Other Program Income:** The applicant agrees to be accountable for all interest or other income earned by the Sub-recipient with respect to sub-recipient funds or as a result of conduct of the project (sale of publications, registration fees, service charges, etc.) All program income generated by this grant during the project must be reported to OKOHS quarterly and must be put back into the project or be used to reduce the Grantor participation in the program. The use or planned use of all program income must have prior written approval from OKOHS.

39. **Interoperable Equipment:** That interoperability of equipment and establishment of multi-regional mutual aid is strongly encouraged and, in some cases, may be mandated by OKOHS.

***Interoperable Communications (IOC) equipment must comply with OKOHS state minimum standards (see**

http://www.ok.gov/homeland/Interoperable_Communications/Minimum_Standards_for_Communication_Equipment_Purch ases/index.html**)**

40. **Inventory:** During the term of this grant and for three years following the final financial report of the OKOHS/DHS/FEMA grant which may be extended beyond the date set in the attached Sub-Recipient Award document the Sub-recipient is responsible for proper reporting, for maintenance of an inventory tracking system and for assuring the location of all equipment purchased through this grant. A physical inventory of the property must be taken, the results reconciled with the property records at least once every two years and submitted to OKOHS. Inventory records must be maintained which include:

    - Award number;
    - Description of the property;
    - Serial number or other identification number;
    - Source of the property (brand/manufacturer);
    - Vendor of the property;
    - Identification of title holder;
    - Acquisition date;
    - Cost of the property;
    - Percentage of Federal participation in the cost of the property;
    - Location of the property;
    - Use and condition of the property; and
    - Disposition data, including the date of disposal and sale price.

41. **John S. McCain National Defense Authorization Act of Fiscal Year 2019 (Article XXV):** Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

42. **Limited English Proficiency (Civil Rights Act of 1964 - Title VI) (Article XXVI):** Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. Section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful- access- people-limited and additional resources on http://www.lep.gov.

43. **Lobbying Prohibitions (Article XXVII):** Recipients must comply with 31 U.S.C. Section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

44. **Monitoring:** The Sub-recipient agrees to comply with monitoring requirements of OKOHS including, but not limited to, a willingness to provide reasonable access to relevant records, equipment, and maintenance of an up-to-date equipment inventory.

45. **National Environmental Policy Act (Article XXVIII):** Recipients must comply with the

requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

46. **National Incident Management System (NIMS) Implementation:** To comply with any National Incident Management Systems (NIMS) compliance requirements as set forth by OKOHS or the NIMS Integration Center including, but not limited to, ongoing NIMS compliance by the Sub-recipient jurisdiction during the term of the grant.

47. **Nondiscrimination in Matters Pertaining to Faith-Based Organizations (Article XXIX):** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

48. **Non-Supplanting Requirement (Article XXX):** Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

49. **Notice of Funding Opportunity Requirements (Article XXXI):** All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

50. **Obligation of Grant Funds:** That all grant funds must be obligated and expended within the project period set forth on the Sub-recipient award document (Schedule B) unless OKOHS provides a written exception or extension to the Sub- recipient. Any funds not properly obligated and expended by the Sub-recipient during the project period will lapse and revert to OKOHS for potential reallocation to other allowable uses in accordance with DHS/FEMA guidelines.

51. **Patents and Intellectual Property Rights (Article XXXII):** Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

52. **Political Activity:** That it will not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Oklahoma Office of Homeland Security (OKOHS) and the Department of Homeland Security (DHS)/ the Federal Emergency Management Administration (FEMA).

53. **Prior Approval for Modification of Approved Budget (Article XLIX):** Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

54. **Procurement:** When procuring property and services under a Federal award, state recipients must follow the same policies and procedures it uses for procurements from its non-Federal funds and ensure that every purchase order or other contract includes any clauses required by section 200.326. Local recipients will follow 200.318 through 200.327 General procurement standards contract provisions unless the local recipients' procurement procedures are more stringent than the federal procurement standards.

    That all procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that will provide maximum open and free competition.

    The recipient is taking all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible 2CFR 200.321.

    A Procurement Plan Worksheet must be submitted with each reimbursement for all equipment items.

55. **Procurement of Recovered Materials (Article XXXIII):** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

56. **Program Guidance:** To comply with all applicable laws, regulations, and the applicable Notice of Funding Opportunity. All allocations and uses of funds under this grant will be in accordance with the State and Local Cybersecurity Grant Program Guidelines and Application Kit, or where applicable the Notice of Funding Opportunity, collectively referred to as the Program Guidance. All Sub-recipients are assumed to have read, understood, and accepted the Program Guidance. The following link will provide access to the respective Grant Year's Program Guidance and Application Kits: https://www.fema.gov/grants/preparedness/state-local-cybersecurity-grant-program

    That the use of all funds under this grant must support the goals and objectives included in the State Homeland Security Strategy and/or the Urban Area Homeland Security Strategy.

Allocations and use of grant funds must also support the Investments identified in an Investment Justification, which may have been submitted as part of OKOHS's application for federal funding. To utilize grant funds for the furthering of the OKOHS State Strategy and the National Preparedness Guidelines. To comply with grant closeout procedures established by OKOHS.

57. **Project Implementation:** The Sub-recipient agrees to implement and complete this project within the project period of the grant or be subject to forfeiture of grant funds.

    That this project will be administered by the local or state governmental entity having authority and responsibility for its completion and that such entity will ensure institutional, managerial, and financial capability for proper planning, management, and completion of approved projects.

58. **Property Control/Disposition:** Effective control and accountability must be maintained for all personal property. Sub- recipients must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Sub- recipients should exercise caution in the use, maintenance, protection, and preservation of such property.

    Title – Title to grant-funded equipment will continue to be held by the recipient or sub-recipient who purchase the equipment. The regulation establishes, however, that this title is a conditional title, meaning that the title is conditioned on the recipient or sub-recipient complying with the use, management and disposition requirements for the equipment in the 2 C.F.R § 200.313, and all other 2 C.F.R Part 200 requirements related to the property management that are applicable to equipment.

    Encumbering Equipment – Additionally, recipients and sub-recipients may encumber grant-funded equipment without prior approval from FEMA or the pass-through entity. Recipients with specific questions about encumbering equipment should refer to their program NOFO or contact their program Analyst.

59. **Protected Critical Infrastructure Information (PCII):** That Protected Critical Infrastructure Information (PCII) will be treated in a manner consistent with the Critical Infrastructure Information Act of 2002 (Public Law 107-296) (CII Act), which created a new framework, that enables State and local jurisdictions and members of the private sector to voluntarily submit sensitive information regarding critical infrastructure to DHS/FEMA. The Act also provides statutory protection for voluntarily shared CII from public disclosure and civil litigation. If validated as PCII, these documents can only be shared with authorized users who agree to safeguard the information. PCII accreditation is a formal recognition that the covered government entity has the capacity and capability to receive and store PCII. DHS requires all State Administering Agencies (SAAs) to complete the PCII accreditation process. Accreditation activities include signing a memorandum of agreement (MOA) with DHS, appointing a PCII Officer, and implementing a self-inspection program.

60. **Publications:** That all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the Federal Emergency Management Administration (FEMA) Grant Programs Directorate (GPD), U.S. Department of Homeland Security (DHS). Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD or DHS."

61. **Recording and Documentation of Receipts and Expenditures:** Sub-recipient's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain

information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures, and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub-grant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.

62. **Rehabilitation Act of 1973 (Article XXXIV):** Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

63. **Reports:** To provide the required quarterly status reports and other information and documentation that may be requested by OKOHS.

    To cooperate with any assessments, national evaluation efforts, or information or data collection requests related to any activities within this project.

    To provide DHS/FEMA/CISA and OKOHS reasonable assistance with assessments conducted to (a) determine the existing level of preparedness within the Sub-recipient's jurisdiction; (b) determine the homeland security related needs of the jurisdiction, and (c) measure progress in achieving state and federal preparedness goals.

64. **Reporting of Matters Related to Recipient Integrity and Performance (Article XXXV):**

    General Reporting Requirements

    If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

65. **Reporting Sub-awards and Executive Compensation (Article XXXVI):**

    Reporting of first tier subawards:

    Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

66. **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials (Article XXXVII):** Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

    Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for

infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
(2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
(3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.
(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.
There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available, and the waiver process is described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

67. **Retention of Records:** Any records relevant to the grant must be retained for at least three years following the final financial report date, which may be extended beyond the scheduled termination date, of the OKOHS/DHS/FEMA grant (OKOHS will provide the notice on the OKOHS web site under the grants section regarding the start date of this three-year period). In accordance with the requirements set forth in the 2 C.F.R Part 200, all financial records, supporting documents, statistical records, and all other records pertinent to the award shall be retained by each organization for at least three years from the date of submission of the final expenditure report. In cases where litigation, a claim, or an audit is initiated prior to expiration of the three-year period, records must be retained until completion of the action and resolution of issues or the end of the three-year period, whichever is later. Retention is required for purposes of Federal examination and audit. Records may be retained in an electronic format.

68. **SAFECOM (Article XXXVIII):** Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

69. **Sanctions:** If a Sub-recipient materially fails to comply with the terms and conditions of an award, OKOHS or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

    - Temporarily withhold cash payments pending correction of the deficiency by the Sub-recipient.
    - Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
    - Wholly or partly suspend or terminate the current award.
    - Withhold future awards for the project or program.
    - Pursue any other legal remedy that may be available.
    - Require reassignment of any tangible or intangible items purchased with OKOHS grant funding to another local jurisdiction.

    Prior to taking action, OKOHS will provide the Sub-recipient reasonable notice of intent to impose measures and will make efforts to resolve the problem informally.

70. **Summary Description of Award (Article I):** The purpose of the Fiscal Year 2022 State and Local Cybersecurity Grant Program (SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Through funding from the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide their community. This SLCGP award provides funding in the amount of: $3,293,827 for the state of Oklahoma. Of this amount, up to $164,691 can be retained by the State Administrative Agency (SAA) for management and administrative expenses, and a total of $365,981 is the required cost share.

    The terms of the approved Investment Justification(s) and Budget Detail Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA and CISA of the award budget. Post-award documents uploaded into ND Grants for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA and CISA of changes to the

award. Investments not listed in this Agreement Article are not approved for funding under this award.

71. **Terrorist Financing (Article XXXIX):** Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

72. **Termination of a Federal Award by OKOHS:** Award termination will include written notice emailed to the sub-recipient. Termination of the award will follow the guidelines of 2 C.F.R. 200.340. Termination can occur for the following reasons.

    I. Cause/Noncompliance
        - The pass-through entity may terminate the subaward, in whole or in part, at any time before the end of the period of performance if the sub-recipient fails to comply with the terms and conditions of the federal award.

    II. Mutal consent
        - The subaward may be terminated, in whole or in part, with the consent of the sub-recipient, in which case the two parties must agree upon the termination conditions, including effective date.

    III. Program priority changes
        - The pass-through entity may terminate this subaward pursuant to the terms and conditions of the award, including if the underlying Federal award no longer effectuates the program goals or agency priorities.

    IV. At the request of the sub-recipient
        - The sub-recipient must provide written notification to OKOHS of the reason for termination, effective date, and in the case of partial termination, the portion to be terminated.

73. **Trafficking Victims Protection Act of 2000 (TVPA) (Article XL):**

    Trafficking in Persons:

    Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

74. **Training:** All requested or relevant training records of Sub-recipients must be submitted to the OKOHS Training and Exercise Coordinator.

75. **Unauthorized Expenditures:** Examples of **unauthorized expenditures** include but are not limited to:

    - Hiring of Public Safety Personnel
    - General use equipment including but not limited to items jurisdictions would normally be expected to have.
    - Items not pre-approved by OKOHS
    - Exercise related costs for non-expendable equipment items (e.g., electronic messaging signs) and/or vehicle/emergency response apparatus costs (other than the cost of fuel/gasoline, which is allowable)

76. **Universal Identifier and System of Award Management (Article XLI):** Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

77. **USA Patriot Act of 2001 (Article XLII):** Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

78. **Use of DHS Seal, Logo and Flags (Article XLIII):** Recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

79. **Whistleblower Protection Act (Article XLIV):** Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

80. **Written Approval of Changes:** Sub-recipient must notify OKOHS in writing of any events or changes requiring adjustment in the grant award. Examples include but are not limited to changes of address, project manager, project site, budget categories or scope.

Authorized Official:

_____

Name, *please type or print*

_____

Signature

_____

Date

Cybersecurity Services for SLCGP Subrecipients

The following are services that SLCGP subrecipients are encouraged to participate. These services are free to SLT entities.

Cyber Hygiene Services

Web Application Scanning is an "internet scanning-as-a-service." This service assesses the "health" of your publicly accessible web applications by checking for known vulnerabilities and weak configurations. Additionally, CISA can recommend ways to enhance security in accordance with industry and government best practices and standards.

Vulnerability Scanning evaluates external network presence by executing continuous scans of public, static IPs for accessible services and vulnerabilities. This service provides weekly vulnerability reports and ad-hoc alerts.

To register for these services, email vulnerability_info@cisa.dhs.gov with the subject line "Requesting Cyber Hygiene Services – SLCGP" to get started. Indicate in the body of your email that you are requesting this service as part of the SLGCP.

For more information, visit CISA's Cyber Hygiene Information Page.

Memberships and Resources

The EI-ISAC, is a collaborative partnership between the Center for Internet Security (CIS), CISA, and the Election Infrastructure Subsector Government Coordinating Council. The EIISAC is funded through DHS grants and offers state and local election officials a suite of elections-focused cyber defense tools, including threat intelligence products, incident response and forensics, threat and vulnerability monitoring, cybersecurity awareness, and training products. To register, please visit https://learn.cisecurity.org/ei-isac-registration. For more information, visit https://www.cisa.gov/election-security

The following list of CISA resources are recommended products, services, and tools provided at no cost to SLT governments, as well as public sector critical infrastructure organizations:

- CYBER RESOURCE HUB
- Ransomware Guide (Sept. 2020)
- Cyber Resilience Review
- External Dependencies Management Assessment
- EDM Downloadable Resources
- Cyber Infrastructure Survey
- Validated Architecture Design Review
- Free Public and Private Sector Cybersecurity Tools and Services
- Cross-Sector Cybersecurity Performance Goals
- Web Application Scanning
- Risk and Vulnerability Assessment - Penetration Testing
- Cyber Resilience Essentials Assessment
- CISA's Cybersecurity Marketplace

In addition to these resources, CISA's Interoperable Communications Technical Assistance Program (ICTAP) provides direct support to SLT emergency responders and government officials across all 56 states and territories through training, tools, and onsite assistance to advance public safety interoperable communications capabilities. These services are provided at no cost and scalable to the community's needs. Within the catalog, the 9-1-1/Public Safety Answering Point/Land Mobile Radio Cyber Assessment technical assistance offering provides organizations with a review of their cyber posture in accordance with nationally recognized best practices guidelines. CISA employs the NIST Special Publication 800-53, Rev 5, "Security and Privacy Controls for Information Systems and Organizations" as a framework. Requests for ICTAP assistance are coordinated through the Statewide Interoperability Coordinator from each state and territory.

Oklahoma Office of Homeland Security
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Oklahoma City, OK 73136
(405) 425-7296 Office ● (405) 425-7295 Fax
www.homelandsecurity.ok.gov

SIGNATURE AUTHORIZATION

Required to sign all OKOHS subgrant documents

PROJECT CONTACT/SECONDARY AUTHORIZED OFFICIAL INFORMATION

PRINT Name			
Title			
Agency			
Mailing Address		State	Zip
Phone #	Fax #	Email	

_____ _____
Primary Contact Signature Date

OPTIONAL Secondary Contact

Authorized to sign subgrant documents? ☐ **Yes** ☐ **No**
(If "yes," please sign below)

PRINT Name	Title / Agency
Email	Phone #

_____ _____
Secondary Contact Signature Date

AGENCY/JURISDICTION CHIEF EXECUTIVE OFFICER – PRIMARY AUTHORIZED OFFICIAL INFORMATION

City or County Official (Mayor, City Manager, County Commissioner)

I hereby authorize the individual(s) identified above to act on my behalf in coordination with the Oklahoma Office of Homeland Security (OKOHS) and to sign all documentation related to this subgrant.

PRINT Chief Executive Officer Name	OKOHS Award #	
Title	Phone #	
Jurisdiction (City, County, etc.)	Email	
Mailing Address	State	Zip

_____ _____
Chief Executive Officer Signature Date

Form Revised as of: September 10, 2007

*If any of the above information changes please submit a new **SIGNATURE AUTHORIZATION FORM** to OKOHS immediately.*

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https://oklahoma.gov/homaland-security.html

QUARTERLY STATUS REPORT

OKOHS Award #_____

Dollar Amount of this Award
$_____ (A)

Total Dollar Amount of this Award spent or encumbered (binding contract to purchase in effect) as of the end of the current quarter:

$_____

Dollar Amount you have Requested from OKOHS as of end of current quarter:
$_____ (B)

Dollar Amount Not yet requested as of end of current quarter:
$_____ (A-B)

Dollar Amount Being Released to OKOHS
$_____

INSTRUCTIONS:

- Email this completed form to OKOHS within 15 days of the end of each calendar **quarter.**
- Submit separate quarterly status reports for **each** OKOHS award.
- Submit a **canceled check** or **credit card receipt** for each item purchased.
- Submit a **"Final Report"** and **"Inventory"** after your entire award has been reimbursed by OKOHS.
- If more space is needed, please attach additional pages.
- *ONLY FILL OUT THE **AUTHORIZED OFFICIAL/PRIMARY CONTACT** INFORMATION IF THIS HAS CHANGED SINCE THE LAST QUARTERLY STATUS REPORT*

Entity Name:	
Complete Address (only if changed from last report)	
Final Report YES____NO____	**Quarter Ended:**
Grant Purpose (i.e., equipment, response trailer, critical infrastructure)	
Canceled check or credit card receipt sent YES ____ NO ____	
Inventory sent with Final Report YES____ NO____	

- **Describe grant activity during the past quarter:**

_____
_____
_____
_____

- **Describe grant progress from receipt of this award through the end of the current quarter (for example, if your funds will be used to harden critical infrastructure sites, how many sites will be hardened, how many have been hardened and what percentage of each project is complete as of the end of the current quarter):**

_____
_____
_____
_____

- **List any issues that currently prevent the expenditure of any portion of this OKOHS grant award:**

_____
_____
_____

- **Have any items purchased with this OKOHS grant award been lost, destroyed, or otherwise disposed of? Yes ☐ No ☐ If yes, please explain below and attach a completed Equipment Disposition Form (available on the OKOHS website):**

_____
_____
_____

- **Other comments, if any:**

_____
_____

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QUARTERLY STATUS REPORT

Environmental Historic Preservation:

- **Will any equipment be installed? YES ☐ NO ☐**
- **If No: Skip to signature section.**
- **If Yes: Have you received an EHP form from OKOHS to complete? YES ☐ NO ☐**
- **Have you taken pictures of where all the equipment will be installed (interior and exterior)? YES ☐ NO ☐**
- **Have you submitted the pictures and EHP form back to OKOHS? YES ☐ NO ☐**
- **Have you received approval from OKOHS/FEMA to proceed with the installation of the equipment requested in the EHP? YES ☐ NO ☐**
- **Describe any delays in submitting the EHP form and pictures:**

_____
_____
_____
_____

Quarterly Status Report signed by:	
Type/Print Signor Name & Title:	**Date:**
Email:	**Phone Number:**

Signor Certifies:

- Legal authorization to submit quarterly status reports on behalf of the named government entity.
- Compliance with all laws, regulations, statutes, assurances, certifications, and other requirements contained in the sub-grant application and guidance documents.
- All submitted data is true and correct to the best of signatory's knowledge.

Complete the below section if any change in administration has taken place, if completed also submit a new Signature Authorization form to OKOHS.

Authorizing Official (ie. the Mayor/City Manager/County Commissioner)		**Primary Contact (Authorized Official(s))**	
Name/Title:		**Name/Title:**	
Telephone:	**Fax:**	**Telephone:**	**Fax:**
Email:		**Email:**	

Oklahoma Office of Homeland Security
Prevent, Protect, Prepare

Submitted By: _____ Date: _____

Signature _____

Budget Detail Worksheet

Subgrantee Name: _____

Award #: _____ **Grant Year:** _____

Award Amount: _____ **Report #** _____

Type/ Category	AEL #	Item	Estimate Unit Cost	Qty	Estimate Total Cost (Unit Cost x Qty)	Approved Cost (OKOHS Use Only)	Recipient (Name/ Location)	Intended Use	Discipline

Notes:

1. Please use a separate BDW for each open grant
2. The initial report for a given open grant should be Report #1. Subsequent reports should be numbered consecutively and should include a copy of each prior report as an attachment.
3. Type refers to Training "T" , Equipment "E" or Exercises "X" / Category refers to Personal Protection Equipment "PPE", Interoperable Communication Equipment "ICE", etc.
4. Discipline includes Fire Service "FS", Law Enforcement "LE" or Emergency Management Services "EMS", etc.
5. The AEL # can be found on the FEMA.gov website located at: https://www.fema.gov/grants/tools/authorized-equipment-list. The AEL is broken down by expense category.
6. Any Communications Equipment purchase must meet Minimum State Standards (MSS) established by OKOHS pursuant to Title 74 Section 51.1a of the Oklahoma Statutes

Statewide Interoperable Communications Planning Coordinator Approval:		
OKOHS USE ONLY	Reviewed By: Approved By:	Estimated Grant Expenditures This Report:

Oklahoma Office of Homeland Security

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PROCUREMENT PLAN WORKSHEET

Entity Information:

OKOHS Grant Year: _____ Award Number: _____

Project Point of Contact (PPOC): _____

PPOC Agency: _____

PPOC Telephone Number:_____ PPOC Email: _____

Purchasing Agent/Procurement Officer Point of Contact (PA/PO):

_____

PA/PO Agency: _____

PA/PO Telephone Number: _____ PA/PO Email: _____

State offices **must** follow procurements by states at 2 C.F.R. 200.317 and all state procurement policies. Non-State entities and Non-Profits **must** follow general procurement standards at 2 C.F.R. 200.318-200.327.

As a reminder ALL Infrastructure Project must also follow FEMA Policy: Buy America Preference in FEMA Financial Assistance Programs for Infrastructure. Link below: https://www.fema.gov/sites/default/files/documents/fema_gpd_buy-america-preference-policy_012026.pdf

Per CFR 200.324 (c): The sub-recipient must not use the "cost plus a percentage of cost" and "percentage of construction costs" methods of contracting.

Please indicate which one of options listed below that you will use to select the vendor.

OPTION ONE: EXISTING GOVERNMENT CONTRACT:

Add a copy of how the Existing Government Contract was bid.

☐ **Local Government Contract.**
Contract # _____
Contracting Officer _____ Phone No. _____
(Attach a copy of the contract, highlighting the items requested)

☐ **State Government Contract.**
Contract #_____
(Attach a copy of the contract, highlighting the items requested)

☐ **Federal Government Contract.**
Contract # _____
Type of Contract/Contract Name: _____
(Attach a copy of the contract, highlighting the items requested)

OPTION TWO: MICRO PURCHASE
2 CFR 200.320 (a)(1) (i, ii, iii, iv)

Federal Procurement Standard Threshold $15,000.00 unless an exception is approved in advance. Purchase (explanation):

_____
_____
_____
_____

OPTION TWO: STATE AGENCY PCARD PURCHASE

State Procurement Standard Threshold $25,000.00 or less. Purchase (explanation):

_____
_____
_____
_____
_____

OPTION THREE: SIMPLIFIED ACQUISITIONS: Purchases greater than $15,000.00 but less than $350,000.00

You must receive between three (3) and five (5) quotes or proposals.
NSGP sub-recipients please use this section unless you qualify for the micro-purchase option.

Purchase (explanation):

_____
_____
_____
_____
_____
_____
_____
_____

OPTION FOUR: FORMAL PROCUREMENT REQUEST FOR PROPOSAL/BID

A. What agency will be conducting the RFP/Bid Process? _____
_____
_____
_____
_____

B. What are the steps for the agency to place a project out for bid? _____

C. What is the timeline to bid on this project, once approved? _____

D. Were bid specifications developed? _____

(Attached a copy of RFP/Bid package and or quotes).

SELECTION DETAILS:

Was there a scoring process for selecting the vendor?

_____

If so, was the selected vendor the vendor with the highest score?

_____

If not, why were they selected over a vendor with a highest score?

_____

If scoring criteria wasn't created, how did you select your chosen vendor?

_____

OPTION FIVE: SOLE SOURCE/BRAND PROCUREMENT:

A. Who at the local government has authority to determine "sole source" (i.e. city council, county commission, etc.)?

_____

B. What steps are required to determine "sole source" by your local government?

_____

(Attached a copy of the sole source paperwork.)

DELIVERY INFORMATION:

What is the exact address to which all equipment, supplies, etc. will be delivered?

Name of Department at delivery address: _____

Street Address: _____

City, State, Zip Code: _____

Name of contact person located at that address: _____

VENDOR INFORMATION:

Vendor Name: _____

Vendor Contact: _____ Phone No. _____

Vendor Address: _____

Vendor Quote Number (attach copy of quote): _____

SAM.GOV VERIFICATION:

Did the sub-recipient check sam.gov to verify the selected vendor is not suspended or debarred from doing business with the federal government? ☐ Yes ☐ No

You must provide proof of verification of the selected vendor by screenshot or print out from sam.gov showing the vendor is not suspended or debarred.

This area for OKOHS staff only – do not write in this area.

Who reviewed this PPW? _____

Did you review all attached documents? _____

Did the sub-recipient provide proof of sam.gov verification? If verification is not provided the PPW must not be approved. _____ _____

Is this PPW approved? _____

If this PPW is not approved, why? _____

_____

_____

When was an approval letter sent to the sub-recipient? _____

_____

Signature of OKOHS Representative

Oklahoma Office of Homeland Security
Prevent, Protect, Prepare

Submitted By: _____ Date: _____

Signature _____ *Item 29.*

I attest that all items or services for which reimbursement is requested have been received or completed during this reporting period. The information contained in this document and any attachments is true and correct to the best of my knowledge and belief.

REIMBURSEMENT REQUEST

Subgrantee Name: _____

Award #: _____ **Grant Year:** _____

Award Amount: _____

Type	Category	Item	Date Purchased	Unit Cost	Qty	Total Cost	Total Cost Charged to grant	Recipient Entity and Location	Discipline	Training Complete (Y/N)
									Choo	
									Choo	
									Choo	
									Choos	
									Choo	
									Choo	
									Choo	
									Choose	
									Choo	
									Choo	
									Choo	
									Choo	
									Choose	

Total Current Reimbursement Request (this Grant Year/Award)	
Total Previous Reimbursement Requests (enter zero if this request replaces all prior requests)	
Total Cumulative Reimbursement Requests for this award	

Please Submit a separate Reimbursement Request for each open grant. Copies of invoices to support each of the above expenditures MUST be attached

A copy of your canceled check(s) or credit card payment(s) MUST be attached for each item purchased.

Type refers to Training "T" , Equipment "E" or Exercises "X" / Category refers to Personal Protection Equipment "PPE", Interoperable Communication Equipment "ICE", etc.

Discipline includes Fire Service "FS", Law Enforcement "LE", Emergency Management Services "EMS", Tribal, Emergency Management "EM", etc.

Subgrantee Questions/Comments	
FOR OKOHS USE ONLY - SUBGRANTEES DO NOT USE THIS AREA	

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https://oklahoma.gov/homaland-security.html

State and Local Cybersecurity Grant Close-Out Report

INSTRUCTIONS:

- Email this completed form to OKOHS at hsgrants@okohs.ok.gov within **30** days of the final reimbursement submission.
- Submit separate close-out reports for **each** OKOHS award.

Entity Name:		
Award Number:	**State Cyber Plan Objective Number:**	**Project Number:**
Grant Purpose:		

- **Describe the cybersecurity initiatives undertaken during the period of performance, detailing the specific technical measures implemented and their effectiveness in mitigating cyber threats:**

- **If possible, provide a comprehensive overview of the cyber threats encountered and successfully mitigated throughout the grant period. Detail the nature of these threats and the impact they may have had on your systems or operations:**

- **If possible, elaborate on the assessments conducted to evaluate the security posture of your systems and infrastructure during and after the implementation of your product. Specify the number and types of assessments performed (e.g., penetration testing, vulnerability scanning) and outline the key findings and remediation actions taken as a result:**

State and Local Cybersecurity Grant Close-Out Report

- **If possible, detail the training initiatives undertaken to enhance the cybersecurity awareness and proficiency of personnel. Specify the number of individuals trained and categorize the training programs conducted (e.g., security awareness training, incident response drills) along with their impact on organizational resilience:**

- **If equipment acquisitions were made under the grant, provide insights into how these assets are integrated within your cybersecurity infrastructure to bolster defense mechanisms. Describe the specific technologies deployed and the role they play in deterring cyber threats:**

Close-out Report signed by:	
Type/Print Signor Name & Title:	**Date:**
Email:	**Phone Number:**

Signor Certifies:

- Legal authorization to submit quarterly status reports on behalf of the named government entity.
- Compliance with all laws, regulations, statutes, assurances, certifications, and other requirements contained in the sub-grant application and guidance documents.
- All submitted data is true and correct to the best of signatory's knowledge.

Complete the below section if any change in administration has taken place.

Authorizing Official (ie. the Mayor/City Manager/County Commissioner)		**Primary Contact (Authorized Official(s))**	
Name/Title:		**Name/Title:**	
Telephone:	**Fax:**	**Telephone:**	**Fax:**
Email:		**Email:**	

ROHIT RAI
DIRECTOR

TIM TIPTON
DPS COMMISSIONER
HOMELAND SECURITY ADVISOR

STATE OF OKLAHOMA
OFFICE OF HOMELAND SECURITY

TO: Stephen Tyler Holman, Mayor
City of Norman

FROM: Tim Tipton, DPS Commissioner/Homeland Security Advisor

DATE: September 14, 2026

RE: Oklahoma Office of Homeland Security 2022 State and Local Cybersecurity Grant Program; # 1499.108

Your agency has been selected to receive a proposed award in the amount of $45,833.00, pursuant to the OKOHS FY 2022 State and Local Cybersecurity Grant Program. Among other initiatives, the 2022 Program provides this funding for Contingency of critical operations and implementation EOL wireless controller. The 2022 Program requires a 10% cost share of the total proposed award, which can take the form of cash or in-kind. However, this cost share has been waived for the 2022 award.

The 2022 Program is a federally funded grant using money provided to the State of Oklahoma as a part of the FY 2022 (FEMA/DHS/CISA) State and Local Cybersecurity Grant Program. Like previous FEMA/DHS/CISA/OKOHS grant programs, the 2022 Program is a reimbursement grant.
The process requires the following actions:

(1) Acceptance of the terms and conditions of the 2022 Program including but not limited to those noted on the attached *Schedule "1"*.
(2) Submission of a Budget Detail Worksheet (BDW) to OKOHS with a list of estimated costs of specific allowable items.
(3) Receipt of an approval letter from OKOHS with a schedule of approved items. You must have this ***OKOHS APPROVAL LETTER IN HAND PRIOR TO EXPENDING FUNDS***.
(4) Upon receiving the OKOHS Approval Letter, you may purchase approved items in an amount not to exceed the amount of the Proposed Award.
(5) Upon receipt of the purchased items, you will need to submit a Reimbursement Request Form, copies of the associated invoices and purchase orders to OKOHS. Sub-Recipient Forms are available in the Grants section at www.homelandsecurity.ok.gov.
(6) When buying equipment, a photograph of the equipment and serial number is required with each reimbursement request

P.O. Box 53004 Oklahoma City, OK 73152 PHONE 405-425-7296 www.homelandsecurity.ok.gov

(7) After your payment to the vendor has been processed, you will need to submit a copy of the canceled check and an inventory form to OKOHS.

Reimbursement checks are generally mailed to sub-recipients by OKOHS within 30 days of receipt of the signed Reimbursement Request Form and associated documents. If this process will cause a significant hardship, please contact OKOHS for further guidance.

If your organization is willing to accept the Proposed Award subject to all the terms and conditions of the 2022 Program, please so indicate by:

(1) affixing the signature of the appropriate chief executive officer (i.e., the chair of the county commissioners, the mayor, the agency director, or the city manager) in the space provided below; and

(2) returning a fully executed copy of this letter and each document listed on *Schedule "1"* and included with this award packet with original signatures to OKOHS **ON OR BEFORE October 9, 2026** by email at **hsgrants@okohs.ok.gov** or mail at PO Box 53004, Oklahoma City, Oklahoma 73152.

Should you have questions or need additional assistance contact Christina Daron at 405-425-7591 or by email at christina.daron@okOKOHS.ok.gov or Hannah Kopisch at 405-219-0573 or by e-mail at Hannah.kopisch@okOKOHS.ok.gov.

Thank you for your willingness to participate in this important initiative. We appreciate your efforts to protect our citizens and we look forward to working with you.

Agreed and accepted this ___ day of _____ 2026:

Government/Agency Name: _____

Signature: _____

Printed Name: _____

Title: _____

Attachments: Standard Award Packet Terms and Conditions

Oklahoma Office of Homeland Security

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SUBRECIPIENT AWARD

Subrecipient – Required for Reimbursement **FEIN#** **UEI # MTD4M7LKSKJ4** **City of Norman** **Stephen Tyler Holman, Mayor** **313 N. Webster** **Norman, OK 73069**	**Original Award Amount** **$45,833.00** **Revised Award Amount** **Sub-Recipient Award Number** **#1499.107** **Federal Award Identification Number** EMW-2022-CY-00022 **Federal Award Effective Date** **12/1/2022** **Federal Project Period** 12/1/2022 – 5/31/2027 **Subrecipient Project Period** **9/10/2026 – 3/31/2027**
Project Title/IJ State and Local Cybersecurity Grant Program Contingency of critical operations and implementation EOL wireless controller/ IJ#1	**Assistance Listing #** **97.137** **(OKOHS 97.1372022)**
Applicable Funds Choose an item. **FY 2022** (SLCGP - Local) **Region** **5**	**County** **Cleveland**
Method of Payment: **This is a Reimbursement Grant.**	**Is Sub-Grantee NIMS Compliant? (Please Check One)** **YES** ☐ **NO** ☐

Agency/Jurisdiction Chief Executive Officer Information-Primary Authorized Official City or County Official (Mayor, City Manager, County Commissioner, Head of Nonprofit)	**Project Contact/ Secondary Authorized Official (If Applicable)**
Title of Primary Authorized Official Mayor	**Title of Secondary Authorized Official** IT Manager, Business Systems & Development
Name Stephen Tyler Holman	**Name** Kari Madden
Telephone 405-366-5404 **Cell**	**Telephone** 405-366-5361 **Cell** 405-226-0023
Email Stephen.holman@normanok.gov	**Email** Kari.Madden@NormanOK.Gov
Signature of Primary Authorized Official: **(Required):** Date	Signature of Secondary Authorized Official: **(Required):** Date

The Primary Authorized Official certifies:

- Legal authorization to accept grants on behalf of the named governmental entity.
- Proposed project can be completed by March 31, 2027
- Sub-Grantee will comply with all laws, regulations, statutes, assurances, certifications, and other requirements referenced in Schedules A, B and C (if applicable) and Schedules 1-8 (if applicable) each of which is attached hereto.
- All submitted data is true and correct to the best of signatory's knowledge.

Special Conditions:
When buying equipment, a photograph of the equipment and serial number are required with each reimbursement request.

OKOHS Approving Official **Tim Tipton** Commissioner/Homeland Security Advisor	**Contact Information** www.homelandsecurity.ok.gov Oklahoma Office of Homeland Security P.O. Box 53004 Oklahoma City, OK 73152 **Telephone** (405) 425-7296
Signature of OKOHS Approving Official Tim Tipton Digitally signed by Tim Tipton Date: 2026.09.15 09:59:39 -05'00'	

File Attachments for Item:

30. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-72 AND A GRANT: IN THE AMOUNT OF $79,899.00 FROM THE STATE OF OKLAHOMA/OKLAHOMA 9-1-1 MANAGEMENT AUTHORITY TO BE USED BY THE POLICE DEPARTMENT TO PROVIDE HIGH-QUALITY 9-1-1 SERVICE AND TO DEPLOY NEXT GENERATION 9-1-1 SOLUTIONS AND TECHNOLOGY; AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

CITY OF NORMAN, OK
STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: John Stege, Standards Administrator

PRESENTER: Jamie Shattuck, Deputy Chief

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-72 AND A GRANT: IN THE AMOUNT OF $79,899.00 FROM THE STATE OF OKLAHOMA/OKLAHOMA 9-1-1 MANAGEMENT AUTHORITY TO BE USED BY THE POLICE DEPARTMENT TO PROVIDE HIGH-QUALITY 9-1-1 SERVICE AND TO DEPLOY NEXT GENERATION 9-1-1 SOLUTIONS AND TECHNOLOGY; AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

State Of Oklahoma/Oklahoma 9-1-1 Management Authority has informed the Norman Police Department that it has been awarded a $79,899.00 grant. The funds were made available under the 2027 Public Safety Answering Points (PSAP) One-time Payment (POP) program to assist local jurisdictions in providing high-quality 9-1-1 service and to deploy statewide Next Generation 9-1-1 (NG911) solutions and technology. This program assists PSAPs in completing mandatory GIS requirements and preparation for NG911 deployment in 2027.

Using the guidelines outlined in statute (63 O.S. 2864.5.a-b) the Oklahoma 9-1-1 Management Authority approved $3,000,000.00 to be distributed to PSAPs. Each PSAP will receive a one-time payment from a formula that includes $3,000.00 from the fund balance, 90% of the fund based on population, and 10% of the fund based on land area. The City of Norman's share is $79,899.00. There is not matching requirement.

DISCUSSION:

The Norman Police Department will use POP funding in accordance with the following funding priorities established in the grant:

1. GIS address standardization,
2. Supporting other eligible Oklahoma 9-1-1 Management Authority grant projects, and/or
3. Supporting other PSAP Grant matching requirements.

Specifically, the Norman Police Department will use POP funding to purchase the following equipment and services:

1. Purchasing 24/7 chairs suitable for Communications Officers and Call Takers ($5,187.00),
2. Professional GIS services to address boundary-alignment, edge-matching, and GIS data remediation ($58,660.00),
3. Automated alarm monitoring and Computer Aided Dispatch (CAD) integration services to unburden call-takers with data entry and call building ($10,720.00), and
4. A tower computer to be used by Norman GIS personnel to make upgrades necessary for mandatory NG911 deployment ($5,332.00).

RECOMMENDATION:

RECOMMENDATION NO. 1: Acceptance of the grant, acknowledging the terms of the agreement by signing and dating the associated Oklahoma 9-1-1 Management Authority State-Local Agreement.

RECOMMENDATION NO. 2: Appropriation of $79,899.00 from the Special Grant Fund balance (account 22-29000); and designate:

$ 5,187 to Minor Office Equipment (account 22660039-43605, GP0160),
$58,660 to Professional Services (account 22660039-44099, GP0160),
$10,720 to Business Services (account 22660039-44199, GP0160),
$ 5,332 to Personal Computer (account 22660039-45302, GP0160).

RECOMMENDATION NO. 3: Upon reimbursement, deposit funds into the Special Grants Fund, Other Revenue/POP Grant (account 226-333314).

OKLAHOMA 9-1-1 MANAGEMENT AUTHORITY STATE – LOCAL AGREEMENT

OK 9-1-1 MANAGEMENT AUTHORITY GRANT AGREEMENT

Between

STATE OF OKLAHOMA

and

Norman, City of

(Local Subgrantee)

This agreement is between the State of Oklahoma/Oklahoma 9-1-1 Management Authority, Lance Terry, State 9-1-1 Coordinator, and Norman, City of_____ who has applied to the Oklahoma 9-1-1 Management Authority and been awarded for a PSAP One Time Payment (POP) grant for Grant ID# F920268S295 in the amount of ___$79,899.00_____.

EXECUTION OF THE AGREEMENT SIGNATURE AUTHORITY
Because your request for 9-1-1 Management Authority grant funding has been approved, it is now necessary for you, as the Subgrantee, to enter into the attached Agreement with the Oklahoma 9-1-1 Management Authority, hereafter referred to as the Grantee. The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the specified type of Subgrantee. (NOTE: If this Agreement is signed by a designee, a duly-adopted resolution evidencing the signer's authority to execute the Agreement for and on behalf of the Subgrantee must be attached to the Agreement for review by the OK 9-1-1 Management Authority.)

a. **PSAPs**: Board President or applicable Local Government Official
b. **City:** Mayor, City Manager, or Town Administrator
c. **County:** Chair of the Board of County Commissioners
d. **Tribe:** Chief, Governor, or Principal Chair
e. **Council of Government:** Executive Director or Board Chair
f. **Fire District:** District Chief
g. **Public Districts, Public Trusts and Public Authorities:** Executive Director or Chair
h. **County Sheriff's Office:** Sheriff
i. **All other Sub grantee/Sub recipients:** the Chief Executive Officer of the entity

The Subgrantee certifies and acknowledges that:

1. The Subgrantee must use 9-1-1 Management Authority funds solely for the purposes as stated in the approved project award, provided scope of work, costs and overall project goals approved by the 9-1-1 Management Authority Board Members. Funding shall meet the requirements in Oklahoma State Statute, Title 63-2868. All grant funding reimbursed to the PSAP must be deposited in the account that has been designated by the governing body to carry out the requirements of the Oklahoma 9-1-1 Management Authority Act as required by State Statute 63-2868.C. *63-2868.C. states, "Money remitted to public agencies pursuant to the Oklahoma 9-1-1 Management Authority Act and any money otherwise collected by any lawful means for purposes of providing 9-1-1 emergency telephone services shall be deposited in a separate 9-1-1 emergency telephone service account established by a public agency or its governing body to carry out the requirements of the Oklahoma 9-1-1 Management Authority Act."*

2. I certify that Norman, City of has not diverted and will not divert any portion of designated 9-1-1 funds awarded by the State for any purpose other than the purposes for which such charges are designated.

3. The Subgrantee is aware of and will be responsible for the matching funds and cost-sharing requirements of the OK 9-1-1 Management Authority, specifically, state assistance is limited to no more than 80% of eligible expenditures, and the Subgrantee will provide upfront, from the Subgrantee's funds, the remaining 20% of eligible costs. No match is required for POP, GIS, Training or Funding Sustainability grants.

4. The Subgrantee will return to the State, within 15 days of such request by the OK 9-1-1 Management Authority, any funds which are not supported by audit or other Federal or State review of documentation maintained by the Subgrantee.

5. The Subgrantee must establish and maintain a proper accounting system to record expenditures of OK 9-1-1 Management Authority funds in accordance with generally accepted accounting standards. The accounting system must follow the approved practices as outlined in 2 CFR Part 200.

6. All grant awardees must have an active SAM.gov account and must enroll in the electronic funds transfer (direct deposit) system in order for payments to be made. Payments issued by Oklahoma state agencies are subject to state law (Title 62, Section 34.64) requiring that payments disbursed from the State Treasury shall be conveyed solely through an electronic payment mechanism.

7. The Subgrantee will accurately document the events and expenses incurred in the execution of the OK 9-1-1 Management Authority project. All the documentation pertaining to a project shall be filed together with the corresponding grant documentation and must be maintained by the Subgrantee for three (3) years after the grant ending date. The records must include all backup and corresponding documentation. The Subgrantee must provide a copy of the documentation to the State for review, reconciliation, claims payment, and archiving upon request.

8. The Subgrantee's records and supporting documentation relating to claims will be kept for three (3) years after the grant ending date. All records and supporting documentation shall be available for inspection and audit at all reasonable times. The Subgrantee will give the appropriate State agencies, as designated by the Oklahoma 9-1-1 Management Authority, access to and the right to examine all records, documents, and papers relating to any activity undertaken for funding under this agreement.

9. The Subgrantee will comply with all applicable provisions of State laws and regulations in regard to procurement of goods, services, and contracts which conform to federal law and the standards identified in 2 CFR §§ 200.

10. The Subgrantee will comply with provisions of the Hatch Act of 1939 limiting the political activities of public employees, as it relates to the programs funded.

11. As a condition for receipt of State funds, the Subgrantee certifies that it has the legal responsibility for the maintenance, upkeep and implementation of activities for which it is applying for.

12. The Subgrantee certifies that it has all necessary lands, easements, rights-of-way and accesses necessary to complete the project(s) for which it has and/or will apply. The Subgrantee agrees and understands that the State nor Federal funding entities will be responsible for obtaining any land, easement, right-of-way and/or access necessary to perform work on an approved project.

13. The Subgrantee agrees to indemnify and hold the State funding entities harmless from any repayment obligation arising out of the projects funded under this agreement.

14. The Subgrantee understands and will abide by the indicated period of performance as detailed in the State Award documents. Period of performance schedule extensions may be granted solely for conditions beyond the Subgrantee's control which result in an inability to complete approved projects within the approved timeline. All extensions will be subject to approval of the State 9-1-1 Management Authority or authorized official and must be requested by the Subgrantee in writing.

15. Grant funds awarded by the 9-1-1 Management Authority shall not be used to supplant local funds but shall be used to increase the amount of funds that would, in the absence of state or federal funds, be made available from local sources.

16. By signing this agreement, the Subgrantee further acknowledges that the effective date of this agreement shall be as of the Governor's Authorized Representative's approval date shown below.

I acknowledge by my signature, I am aware if any part of this agreement is not in compliance with regulations, funding for this, and possibly future assistance, may be jeopardized or denied.

Signed: _____

AUTHORIZING OFFICIAL TITLE PRINT NAME

APPROVED on this _____Day of _____, 20_____.

Signed: _____

LANCE TERRY, STATE 9-1-1 COORDINATOR
OKLAHOMA 9-1-1 MANAGEMENT AUTHORITY

APPROVED on this _____Day of _____, 20_____.

Project S295: Application - Norman 911 - FY27 POP Grant

Routing in Progress: Initial Review (Step 2 of 6)

Application Summary

Application for Grant Funding

Extended Description:	This form outlines all project details, including Scope of Work, Cost Estimate,Schedule and project specific worksheets (where applicable).
Title:	Norman 911 - FY27 POP Grant
Total Request Amount:	$79,899.00
Total Awarded Amount:	$79,899.00
Funding Sources:	Federal - $0.00 State - $0.00 Local - $0.00
FEMA Obligation Data:	Federal Number - < no value >

Workflow Summary

Current Step:	2) Initial Review Description: Initial Review
Recipients:	Karen Douglas
Last Advanced:	Sep 15, 2026 at 10:51 AM by John Stege
Last Note Added:	Sep 15, 2026 at 10:52 AM by John Stege

Grant

911-FY27 POP 911-FY27 POP Grant Program
Enhanced 911
Start Date: June 4, 2026
Assistance Listing Number (CFDA): n/a

Applicant

Norman, City Of
County Jurisdiction: Cleveland
Cleveland County (Southwest Region)
UEI: MTD4M7LKSKJ4
FIPS: 027-52500-00
FEIN #: 73-6005350
Vendor # (Applicant): 0000076924
DUNS #: 101501240 Type: City or Township Government
Physical/Mailing: PO BOX 370 NORMAN, OK, 73070-0370

Project

F # S #295
Norman 911 - FY27 POP Grant
FY 27 POP Grant FY 27 POP Grant
Project POP Deadline: June 30, 2027
Eligible: $0.00

Submission: Sep 15, 2026 at 10:51 AM by John Stege

Federal: $0.00 (0%)

Un-Expended Eligible: $0.00

Item 30.

600

Introduction

Summary Information

Grant: 911-FY27 POP 911-FY27 POP Grant Program

Project: FY 27 POP Grant

Project Title: Norman 911 - FY27 POP Grant

Used to help identify the Project. Ex: "Jurisdiction - Project Name".

Link to the E911 Resources: Click here for additional E911 resources and guidelines.

Contact Assignment

Primary Contact: John Stege - Standards Administrator

Edit

Email Address: john.stege@normanok.gov

Phone: 405-366-5218

Authorized Contact: Stephen Holman - Mayor

Edit

Email Address: mayor@normanok.gov

Phone: 405-366-5404

Federal Tax ID: 736005350

The Federal Tax ID set on the Applicant is currently 73-6005350

State Vendor Number: The Applicant's Vendor Number set on the Applicant is currently 0000076924. Is this correct?

Yes

A State Vendor Number is required in order to process Reimbursement Requests. If you do not currently have a State Vendor Number, please click here to download the Vendor Number Request Form to have a State Vendor Number assigned to your organization.

Project Category: FY27 POP Grant

Brief Project Description: FY27 POP Grant

Provide a brief description of the proposed project.

Project Start Date: Jul 1, 2026

Project End Date: Jun 30, 2027

List of PSAPs Affected

PSAP	Type

Project Description

Needs Statement:

N/A

Describe your jurisdictions existing 911 system. Describe why your jurisdiction is requesting this grant and why your agency would not be able to accomplish this project without this grant program.

Purpose:

N/A

Describe the goals and how this grant will improve 911 service to the citizens of the community.

Detailed Project Description/Justification:

- Dell Pro Max Tower T2 FCT2250 Computer: $5,332.00 (x1)
- GeoComm GIS Professional Boundary-Alignment, Edge-Matching and Data Remediation Services: $58,660.00 (x1)
- Automated Alarm Monitoring/CAD Integration: $10,720.00 (x1)
- 24/7 Chairs: $1,729 (x3)

TOTAL: $9,899.00

Describe the project including objectives and required steps that will occur in order to meet the above listed goals.

Explain how this project will be sustained:

N/A

Costs

Please provide a detailed project budget by adding all expenses in the below table. Attach all supporting documentation for expenses listed.

Cost Line Items

Type	Description	Qty	Price	Total
GIS hardware (Hardware)	Dell Pro Max Tower T2 FCT2250 Computer (for GIS updates)		$ 5,332.00	$5,332.00
GIS Contract Services (Consulting Services)	GeoComm GIS Professional Services (for Edge-Matching, Boundary-Alignment and Data Remediation)		$ 58,660.00	$58,660.00
Other (Other)	Automated alarm monitoring service/CAD integration (for alarm responses)		$ 10,720.00	$10,720.00
Other (Other)	24/7 Office Chairs (for Communications Officers and Call Takers)		$ 1,729.00	$5,187.00
Application Total				**$79,899.00**
Total Request Amount				**$79,899.00**

Supporting Documentation must be attached, such as Vendor Quotes, State Contracts, Scope of Work, etc.

No documents.

Attached official approved budget for your agency, confirming Local Match.

FYE26_PSAP_FINAL *31 KB* Sep 11, 2026

Explain how funds will be matched:

N/A

Be specific as to the source of your Local Match, page number and line numbers for the budget attached.

Timeline

Project Timeline

Total # of days for entire project: 365

List the major milestones in this project.
Example 1: Request for Proposal Process

Task Description	Days
Total Days	**0**

Certifications

Compliance Certification

As a recipient of OK 9-1-1 Management Authority grant funds:

☑ I certify that Norman, City Of has not diverted and will not divert any portion of designated 9-1-1 Wireless or Wireline fees for any purpose other than the purposes for which such fees are designated from July 1, 2018 and continuing through the time period during which grant funds are available. [63 OK Stat § 63-2812 et seq; 63-2861 et seq]

☑ I further certify that Norman, City Of will comply with all the required Federal and State statutory and programmatic grant conditions.

☑ I further certify that if Norman, City Of diverts any grant funds awarded through the State 9-1-1 Management Authority, Norman, City Of will become ineligible for grant payments for the term of the grant and Norman, City Of must repay all grant funds awarded.

☑ I understand that prohibited diversion of 9-1-1 fees includes elimination of fees as well as redesignation of fees for purposes other than implementation or operation of 9-1-1 services, E-9-1-1 services, or NG9-1-1 services during the term of the grant. [47 CFR Part 400]

☑ I hereby declare that I am the Authorized Contact for Norman, City Of.

Certified by John Stege on September 15, 2026

Notes & Comments



Advance Explanation – John Stege Today at 10:52 AM

Thank you for this opportunity.

Related to Step 2 - Initial Review Edit Disregard

PSAP	Total per PSAP (one time)
Ada/Pontotoc County 9-1-1	$ 27,923
Adair County	$ 16,607
Alfalfa County E9-1-1	$ 9,621
Altus/Jackson County E9-1-1 Trust Authority	$ 20,314
Antlers Police Department	$ 14,659
Ardmore Police	$ 34,307
Atoka County Sheriff's Office	$ 15,187
Beaver County Sheriff's Office	$ 12,764
Bethany Police Department	$ 15,399
Bixby Police Department	$ 20,603
Blackwell Police Department	$ 8,382
Broken Arrow Police Department	$ 83,345
Caddo County 9-1-1	$ 22,959
Catoosa	$ 7,520
Checotah Police Dept. (includes McIntosh County)	$ 17,084
Cherokee County	$ 34,251
Chickasha Police Department	$ 12,803
Choctaw County Sheriff Sheriff's Office / Hugo Police Deaprtment	$ 14,142
Cimarron County Sheriff	$ 11,230
City of Bartlesville E9-1-1	$ 35,686
City of Blanchard	$ 8,898
City of Bristow Police	$ 5,542
City of Hobart	$ 11,648
Cleveland County Sheriff's Office	$ 16,384
Cleveland Fire Department	$ 10,164
Clinton Police Dept.	$ 13,005
Coal County Sheriff's Office	$ 8,120
Collinsville Police Department	$ 8,161
Comanche County E 9-1-1	$ 79,261
Coweta Police Department	$ 9,865
Craig County E9-1-1 Governing Authority	$ 14,264
Creek Co. Justice Center	$ 30,441
Cushing Police Dept.	$ 7,919
Del City Police Department	$ 15,822
Delaware County E9-1-1 Trust Authority	$ 30,124
Dewey County Sheriff's Office	$ 9,279
Drumright Fire Department	$ 4,915
Duncan Police Dept.	$ 16,633
Durant/Bryan County Communications Center	$ 36,141

E-9-1-1 Latimer County Trust	$	12,135
Edmond Central Communications	$	72,786
El Reno Police Dept.	$	24,218
Elk City Police Dept.	$	13,776
Enid/Garfield/Major County 9-1-1 Communications Center	$	42,570
Garvin County Sheriff;s Office	$	21,277
Glenpool Police Department	$	15,325
Grady County 9-1-1	$	25,319
Greer County 9-1-1 Trust	$	8,772
Guthrie Police Dept.	$	28,099
Harper County	$	8,808
Henryetta	$	12,590
Hollis Police Department	$	7,398
Hughes County 9-1-1	$	13,854
Jefferson County Sheriff's Office	$	9,085
Jenks Police	$	21,700
Johnston County	$	11,797
Kingfisher County E911	$	15,346
LeFlore County E911	$	35,351
Lincoln County 9-1-1	$	26,985
Love County Communications Center	$	11,235
Major County	$	10,997
Mannford Police	$	6,477
Marlow Police Dept.	$	5,586
Marshall County Sheriff's Office	$	17,618
Mayes County	$	23,354
McAlester/Pittsburg County 9-1-1	$	33,176
McClain County Communications Ctr.	$	21,381
McCurtain County E911	$	27,955
Midwest City Emergency Ops. Ctr.	$	37,133
Moore Emergency Ops. Center	$	41,979
Murray County E911	$	14,150
Muskogee City County 9-1-1	$	44,561
Mustang Police Dept.	$	16,381
Newcastle Police Dept.	$	10,802
Nichols Hills Police Dept.	$	7,691
Noble Police Dept.	$	7,225
Norman Police Dept.	$	79,899
Northeast Oklahoma Emergency Trust Authority (Rogers)	$	58,069
Nowata County 911 Trust	$	10,881
Okemah Police Dept.	$	11,990

Oklahoma City Police Dept.	$	420,259
Oklahoma County	$	36,366
Okmulgee County 9-1-1	$	27,124
Osage County E911	$	29,501
Ottawa County 911	$	22,353
Owasso Police	$	27,609
Pawnee Police Department	$	8,136
Payne County Sheriff's Office	$	19,180
Perry/Noble County	$	11,657
Pocola Police Dept.	$	8,420
Ponca City 9-1-1 Communications	$	26,352
Pottawatomie County E911	$	30,694
Pryor Police Dept.	$	13,897
Roger Mills County Sheriff Office	$	9,676
Sand Springs Police	$	14,716
Sapulpa Police	$	18,771
Sayre Police Dept.	$	9,943
Seminole County 9-1-1 Agency	$	18,756
Sequoyah County 9-1-1	$	29,211
Shawnee Police Dept.	$	21,634
Skiatook Police	$	11,274
Stephens County Communications Center	$	15,665
Stigler Police Dept.	$	12,169
Stillwater Police Dept.	$	31,730
Texas County	$	22,524
The Village Police Dept.	$	8,620
Tillman County E 9-1-1	$	10,263
Tonkawa Police	$	5,673
Tulsa City	$	249,746
Tulsa County	$	26,660
Tuttle Police Dept.	$	7,776
Wagoner City	$	7,845
Wagoner County Sheriff	$	22,180
Walter/Cotton County Enhanced 911 Trust Authority	$	8,580
Warr Acres Police Dept.	$	9,262
Washita Sheriff's Office	$	10,222
Weatherford Police Dept. (includes Blaine County)	$	22,897
Woods County 9-1-1 (includes Grant County)	$	18,971
Woodward/Ellis	$	9,793
Woodward County e911	$	19,167
Yale Police Department	$	3,585

Yukon Police Dept.	**$ 24,270**

Oklahoma 9-1-1 Management Authority
2026 Grant Program Guidelines Changes
(Approved August 2026)

PURPOSE
In 2016 the Oklahoma legislature passed HB 3126. This legislation authorizes the Oklahoma 9-1-1 Management Authority to administer grants for the purpose of:

1. Assisting public agencies with funding for consolidation of facilities or services;
2. Deployment of Phase II or successor technology;
3. Development of NG911 regional emergency service networks;
4. Other purposes the Authority deems appropriate and necessary.

The goal of the grant program is to provide the highest quality of 9-1-1 services to the citizens of Oklahoma.

APPLICATION DEADLINES/PERIOD OF PERFORMANCE
Rolling Deadlines: Grant applications may be submitted at any time. Applicants can track the application progress in EMGrants. Typical processing time is 60-90 days. Applications will be accepted until June 30, 2027 or until funding is depleted. Period of Performance: The period of performance for the FY2027 Grant Program is July 1, 2026 – June 30, 2028. Grant projects must be completed and closed out no later than June 30, 2028.

WHO IS ELIGIBLE TO APPLY?
Only governing authorities of a primary Public Safety Answering Point (PSAP) will be eligible to apply for this grant as authorized by O.S. §63-2864.5. All applicants must also be an eligible entity of local government or tribal organization as defined in 47 CFR §400.2 to apply for the Oklahoma 9-1-1 Management Authority grant. Eligible entities include primary PSAPs including:

1. City, County, and Tribal Governments;
2. City or County Fire Departments;
3. City or County Law Enforcement Agencies;
4. Councils of Governments (COGs);
5. Public Districts, Public Trusts, and Public Authorities;
6. Other governmental entities that provide 9-1-1 services.

ELIGIBLE PROJECTS
The Oklahoma 9-1-1 Management Authority has determined that the following projects will qualify for consideration for grant funding. Funding can be used for the purpose of developing a plan, purchasing equipment, hardware or software, procurement of services to create a final product, or payment of one-time expenses related to the following:

1. **Geographic Information Systems (GIS)** – Creation, maintenance, or improvement of GIS maps to meet or exceed the OK Geographic Information NG911 and Addressing Standard as outlined in State contract (SW1177), including any hardware and/or software needed. **Computer Aided Dispatch (CAD) GIS** – this may include hardware, software or aliasing necessary to ensure that the location received during a 911 call matches the location within the CAD system, this only includes the initial cost and not the maintenance of the CAD GIS components or periodic updates.
2. **Consolidation** – Consolidation or virtual consolidation of call centers; **Capital Improvement Projects (eligible as part of a Consolidation Only)** – including new buildings, additions, or renovations of existing buildings (maximum State contribution allowed is $400,000). **Radio Tower (eligible as part of a Consolidation Only)** – located at the 911 center that is necessary to ensure the call is delivered (including toning) to the proper police, fire and/or EMS.

3. **NG9-1-1 Deployment** – Development or deployment of NG9-1-1 technology to meet the State NG9-1-1 deployment plan. This includes NG9-1-1 recording equipment and Call Handling Equipment (CHE). For all CHE requests, funding is limited to a maximum of $100,000 per position for a five (5) year cost funded at 80% state/20% local match. Also, a total amount (maximum) of $2.5 million per grantee can be awarded per year. [See below for more details].

4. **Training & Protocols** – Call taker training and certification; 9-1-1 administrator training; Protocols, including necessary hardware and software.

5. **Computer Aided Dispatch (CAD)** – CAD systems that are GIS centric; Emergency Incident Data Object (EIDO) (i3) capable; and/or a universal hub or data sharing server/cloud services that are used to share data between CAD systems. Custom, one off, CAD to CAD interfaces do not qualify for this category. **ASAP to PSAP** – A CAD interface to receive Automated Secure Alarm Protocol (ASAP) to CAD systems for alarm reporting from alarm monitoring services.

6. **Continuity of Operations Plan (COOP)** – Tools and/or technology necessary to mitigate any gaps within COOP necessary to mitigate the downtime in the delivery of 9-1-1 call processing. (PSAP must submit their current COOP to qualify for this category).

7. **Radio Consoles** – Radio consoles and necessary radios needed by the console to transmit 911 calls to the local or state radio system. Please Note: only public safety grade radios on the Authorized Equipment List (AEL) are eligible for funding. AEL link for grant approved radio equipment: https://www.dhs.gov/science-and-technology/approved-grant-eligible-equipment. **Encoding or Toning Equipment** necessary to deliver the call to the proper police, fire and EMS agency.

8. **ADA Compliant Equipment** – Furniture/chairs necessary to provide the proper ergonomics to reduce on the job injuries related to the stationary sitting common in 24/7 call centers; **ADA Compliant Structural Modifications** – modifications to existing structures such as entrances, ramps, doorways, and restrooms to allow access for physically disabled employees.

9. **Cybersecurity Penetration Testing** – To offer PSAPs comprehensive guidance and remediation strategies in preparation for the deployment of NG911 in Oklahoma. Penetration testing (pen testing) is a controlled and authorized simulation of a cyberattack on systems, networks, or applications. The main objective is to help organizations identify security weaknesses that can be exploited my malicious actors in a controlled environment.

MATCHING FUNDS REQUIREMENT

No in-kind match will be accepted - the match must be monetary (cash) unless the applicant demonstrates the inability to provide matching funds. A 20% cash match of the total project cost is required for all grant categories with the following exceptions: GIS and Training & Protocols grants are funded 100% with no match required.

INELIGIBLE EXPENSES*

The following are **NOT** eligible for funding through the 9-1-1 Management Authority grant program:

1. Costs to operate 9-1-1 systems; purchase and/or maintenance of radios unless the radio is necessary to connect to the radio consoles in order to transmit 911 calls to local or state radio system.
2. In field radios/subscriber units (Mobile and Portable radios).
3. Radio infrastructure outside of the items specifically related to consolidation or the components of the radio consoles listed under Eligible Projects (above); this includes repeaters, combiners, towers, radio tower buildings, etc.
4. Construction/capital improvement projects not related to consolidation and/or outside of construction

projects listed in Eligible Projects.

5. Purchase of buildings; building operating costs including rent, utilities.
6. Purchase of vehicles; vehicle maintenance costs.
7. Oklahoma Law Enforcement Telecommunications System (OLETS/NCIC).
8. General administrative costs including salaries and wages.
9. Purchases or purchase agreements entered into prior to grant award.
10. Costs associated with any college or university degree, such as tuition, fees, etc.
11. Costs associated with prizes; fundraising events/expenses.
12. Outside of the state of Oklahoma travel expenses (except in rare cases).
13. Grant writer fees.
14. Fines/penalties/taxes; offsetting of debt; legal or audit fees; lobbying expenses.
15. Food/refreshments.
16. Decoding equipment used by field responders.
17. Cybersecurity vulnerability assessments, which are completed by the OK911MA Cybersecurity Specialist upon request.

*This list is not all-inclusive, final determinations will be made on a case-by-case basis by the Oklahoma 9- 1-1 Management Authority.

GRANT FUNDING LIMITATIONS

1. For all grant categories, only the first year of maintenance, warranty or system support will be considered for funding; future years are ineligible for funding. Additionally, the applicant must demonstrate the ability to maintain the project financially in future years.
2. Applicants are not eligible to apply for any product (including software, hardware, equipment, etc.) that has received funding through the Oklahoma 911 Management Authority Grant Program within five (5) years of the initial grant award.
3. Only after an award has been made and a State & Local Agreement (SLA) has been signed by the OEM Director and the local authorized contact may funds be expended by the applicant.
4. Applicants may submit no more than one (1) application per category per fiscal year.
5. No general planning excluding consolidation, administration, or promotional activities will be funded.
6. Assets funded by this grant must located on property either owned by or leased to the applicant or partnering entity.
7. Successful applicants will be required to submit a change request in EMGrants for approval prior to any changes being made to the project.
8. Funding Limitation – A total amount (maximum) of $2.5 million per grantee can be awarded per year.
9. Radio Console Category - only public safety grade radios on the Authorized Equipment List (AEL) are eligible for funding. AEL link for grant approved radio equipment: https://www.dhs.gov/science-and-technology/approved-grant-eligible-equipment.

NG9-1-1 GRANTS (CHE Grants Only)

In support of the rules outlined in the Federal Communications Commission report and Order in the Matter of Facilitating Implementation of Next Generation 911 (NG911) Services, **the grant applicant must ensure** that the provider of the requested Call Handling Equipment (CHE) solution must agree and include in the contract that they will support the transition to NG911 utilizing the State provided EsiNet and i3 Core Service when it becomes available. The provider must also agree and include in the contract that they will certify the grant funded CHE using the State provided testing lab. This includes any modifications or upgrades required to ensure the CHE is technically ready to receive 9-1-1 calls and texts in the IP-based format and the requirement set forth in policy and rules set forth by the Oklahoma 911 Management Authority.

In addition, CHE solution providers must commit to facilitating and completing connectivity testing with Originating Service Providers (OSPs) within the compliance timeframe applicable to the OSP. Applicants must upload a copy of the draft contract with the CHE provider with their application and note the section number

and/or page number on the contract that agrees to the above requirement. After the grant has been awarded an SLA (grant contract) has been signed, the applicant must upload a copy of the signed contract including these terms. Failure to upload the contract within 90 days of the grant approval may result in a delay in payment or the grant being withdrawn.

GIS GRANT REQUIREMENTS

GIS grant funding must be used to bring GIS data to the OK Geographic Information NG9-1-1 and Addressing Standard for uploading into the State 9-1-1 repository. PSAPs that want to partner with an eligible governing body as defined within these guidelines may also be approved for a grant for GIS remediation services, hardware, software and maintenance.

All GIS applicants are required to use one of the vendors listed on Oklahoma State contract SW1177 that have been vetted by the Oklahoma 9-1-1 Management Authority as a result of competitive bidding. All GIS applications should include a minimum of two quotes from the vendors listed on State contract.

Throughout the duration of the grant, the vendor shall provide monthly written reports to the local PSAP regarding the progress of the mapping project. The progress report will indicate the percent complete of mutually pre-determined milestones and tasks. The following milestones shall be included: assessment, centerline, map point, polygons, validation using the State tool, and upload or delivery of completed work to the state. The vendor's recommended milestones and associated tasks should be included in the vendor's quote. The agency reserves the right to include additional milestones and/or tasks prior to the finalization of a contract. The agency must include this milestone progress information in the required quarterly reports. Final payment is contingent upon all milestones being completed. GIS applicants are eligible to apply for one year maintenance costs from their state approved vendor.

CYBERSECURITY GRANT REQUIREMENTS

All Cybersecurity applicants are required to use one of the vendors listed on Oklahoma State contract SW1042 (see SW1042 here: Central Purchasing: Division of Office of Management and Enterprise Services (OMES) - Solicitations). The state cybersecurity vendors are: Go Security Pro; CBIZ Risk & Advisory Services; Elegant Enterprise Wide Solutions; Soft Stages; and True Digital Security. All Cybersecurity applications should include a minimum of two quotes from the vendors listed on State contract. All cybersecurity applicants must define the scope of the project. The penetration test may include but not limited to: internal network(s), external network(s), wireless network(s), social engineering, web applications, and mobile apps.

APPLICATION SUBMISSION & AWARD PROCESS

The 9-1-1 grant is a competitive grant. If the submitted grant application package does not meet the requirements set forth in these guidelines, the grant application will not be considered. Failure to comply with any of the required application steps may disqualify the application from funding. Applications shall be submitted online through EMGrants and contain the following:

1. Project narrative, including an explanation of how this project will achieve compliance with the goals and objectives of the Oklahoma 9-1-1 Management Authority;
2. Explanation of proposed method of funding the cash match requirement;
3. Project timeline (milestones);
4. Most recent fiscal year PSAP budget;
5. Resolution from the Local Governing Authority;
6. Vendor Quote(s);
7. Vendor Brochure(s);
8. Local 9-1-1 Deployment Plan – if deploying initial E911 Phase II;
9. **GIS Applications Only** – a signed GIS Memorandum of Understanding between the applicant and the Oklahoma 9-1-1 Management Authority is required if not already on file. All GIS applications must also include a signed commitment from the GIS remediation provider to comply with all technical requirements of state contract SW1177 as stated in its RFP;

10. **Consolidation Applications Only** – consolidation grant applicants must provide the information [illegible] in the Master Plan for Deployment checklist. If requesting a Radio tower at the 911 center location, an independent coverage study must be included showing the current radio coverage for the County on each necessary frequency needed for primary and backup operations.
11. **Training Grant Applications Only** – training grant applicants must submit a Training Grant Questionnaire found at (www.ok.gov/911) with all Training grant applications.

Grant awards are made solely at the discretion of the Oklahoma 9-1-1 Management Authority. The Authority may choose to modify the amount of any grant request. Each applicant will be notified via EMGrants of the Authority's funding decision for each grant application.

GRANT REIMBURSEMENT

The 9-1-1 Grant Program is a reimbursement grant. Invoices must be paid up front by the awardee Funds will be reimbursed only with confirmation that invoices have been paid in full. Proof of payment documentation required to receive reimbursement includes: (1) copies of the front **and** back of cancelled checks; or bank statements; and invoices.

Applicants generally must have a minimum of $5,000 in reimbursable expenses in order to request a reimbursement (payment); however, final closeout payment may be less than $5,000. For project awards less than $5,000, applicants must request one draw for the total amount of the project. Reimbursement requests will generally be processed within seven (7) business days; however, please allow up to twelve (12) weeks to receive payment.

All 9-1-1 grant reimbursements must be: (1) deposited back to the account that the grant invoices were paid from originally; or (2) deposited in the account that has been designated by the governing body to carry out the requirements of the Oklahoma 9-1-1 Management Authority Act as required by State Statute 63-2868.C.

63-2868.C. states, "Money remitted to public agencies pursuant to the Oklahoma 9-1-1 Management Authority Act and any money otherwise collected by any lawful means for purposes of providing 9-1-1 emergency telephone services shall be deposited in a separate 9-1-1 emergency telephone service account established by a public agency or its governing body to carry out the requirements of the Oklahoma 9-1-1 Management Authority Act.

Failure to abide by State Statute 63-2868.C. is considered diversion of 9-1-1 fee revenues which is a violation of state and federal rules, regulations and laws.

Prior to applying for a grant, please ensure that you have the following: (1) an EIN number; (2) an updated SAM.gov registration; and a (3) state Vendor Number for EFT direct deposit. All grant awardees must enroll in the Oklahoma State Treasury EFT (direct deposit) system in order for payments to be made.

ONLINE GRANT APPLICATION

To register for access or to log in to the online application system, OEMGrants, go to ok.emgrants.com.

QUESTIONS?

Contact Karen Douglas, 9-1-1 Grants & Compliance Officer karen.douglas@oem.ok.gov
(405) 833-4959

STATE APPROVED GIS VENDORS

GEO-COMM, INC
Stacen Gross, Territory Sales Manager
1100 W. Saint Germain St.
Saint Cloud, MN 56301
Phone: 320.281.2186
www.geo-comm.com

SURVEYING AND MAPPING (SAM)
Kimberly Myers, Project Manager
501 N. Market Street
Maryville, MO 64468
Phone: 620.617.5915
www.sam.biz

SPATIAL DATA RESEARCH
Penny Knight, Vice President
PO Box 684
Olathe, KS 66051
Phone: 800.238.1911, ext 701
www.sdrmaps.com

DATAMARK/MICHAEL BAKER INT'L
Robert Murphy, AVP, Director of Business Development
2316 Killearn Center Blvd
Tallahassee, FL 32309
Phone: 412.512.4407
www.mbakerintl.com

STATE APPROVED CYBERSECURITY VENDORS

Go Security Pro
Geoffrey Wilson, CEO & Founder
3527 E 102nd ST
Tulsa, OK 74173
Phone: (877) 909-0507
Email: geoff@gosecuritypro.com

CBIZ Risk & Advisory Services
Tiffany Garcia, Managing Director
11044 Research Boulevard Suite C500
Austin, TX 78759
Phone: (512) 340-7423
Email: tiffany.garcia@cbiz.com

Elegant Enterprise Wide Solutions
Vikas Arora, Sr. Program Manager
25961 Hartwood Dr
Chantilly, VA 20152
Phone: (703) 909-1289
Phone: (703) 722- 0603
Email: govt@elegantsolutions.us

Soft Sages
Rohan Patel
20 Mystic Lane 2nd Fl
Malvern, PA 19355
Phone: (484) 321-8314
Email: rohan@softsages.com

True Digital Security
Angela Baker, Account Executive
PO Box 35623
Tulsa, OK 74153
Phone (405) 400-7418
Email: Angela.baker@ciso.inc

FY27 PSAP One-Time Payment (POP) Grant Guidelines
Oklahoma 9-1-1 Management Authority

INTRODUCTION
The Oklahoma 9-1-1 Management Authority (the Authority) created the 2027 PSAP One-time Payment (POP) program to assist local jurisdictions in providing high quality 9-1-1 service and to deploy a statewide Next Generation 9-1-1 (NG9-1-1) solution and technology.

PROGRAM DESCRIPTION
Funding was provided to each PSAP via House Bill 1590 to prepare and sustain any cost incurred by the PSAP related to NG911. Due to recent requirement necessary to prepare for NG911, it was determined that there was a financial need to meet short term goals required by the State for NG911 GIS data remediation.

The 2027 POP program will assist local PSAPs in completing mandatory GIS requirements and be prepared for NG911 deployment planned in 2027. The funding will be prioritized based on the grant rules below.

The Oklahoma 9-1-1 Management Authority approved 3 million dollars to be distributed to Primary Public-Safety Answering Points (PSAP) using the guidelines outlined in Oklahoma Statute §63-2864.5.a and §63-2864.5.b. Each PSAP will receive one time payment that includes $3000, and from the remaining balance, 90% based on population and 10% based on land area. See attachment for the eligible amount for each PSAP.

ELIGIBLE APPLICANTS
Primary PSAPs in the State that currently receive 911 Fee revenue from the Oklahoma Tax Commission are eligible to apply.

APPLICATION DEADLINE
Grant applications must be submitted through the online grants system, EMGrants[2] by **September 15th, 2026**. [No deadline extension requests will be granted]. There are no plans to offer the POP program in future years at this time.

APPLICATION RULES

The POP funding must be used for the below Priorities. Each PSAP must complete Priority 1, in order to use the funding for the other priorities.

Priority 1 – GIS Address Standard Transition
The first priority for funding shall be used to offset any additional cost related to the transition of GIS data from GIS Address Standard 2.2 to GIS Address Standard

3. Current Toolkit warnings will become mandatory requirements for submitting data into the repository beginning October 1, 2026. Agencies currently receiving warnings will be required to correct identified issues to ensure successful data uploads to the repository.

Priority 2 – Eligible OK911MA Grant Projects
The second priority for funding includes projects currently authorized under the Oklahoma 911 Management Authority (OK911MA) Grant Program. Funds may be utilized for eligible projects consistent with existing grant requirements and allowable expenditures.

Priority 3 – PSAP Grant Match
The third priority for funding is to offset the Public Safety Answering Point (PSAP) match requirement associated with state-funded grant requests. These funds shall not be used for salaries and/or benefits.

Compliance audits will be conducted beginning in 2027 to ensure adherence to funding requirements and allowable use of funds.

INELIGIBLE EXPENSES

Funding must be used in accordance with the List of Approved Expenditures for Landline and Wireless 9-1-1 Fee Revenue (OAC 145:15-7-3). The following are not eligible for funding through the Oklahoma 9-1-1 PSAP One-time Payment (POP) program:

1. Employee Salaries and Benefits.
2. Purchase and/or maintenance of radios unless used by 911, within the 911 system in order to dispatch the 911 call, in the PSAP.
3. Radio systems; repeaters; decoding; radio tower and/or equipment at the tower site (i.e. generator).
4. Oklahoma Law Enforcement Telecommunications System (OLETS).
5. Mobile Data Computers and/or software / Records/Jail hardware and/or software.
6. Construction/capital improvement projects; purchase of buildings.
7. Costs associated with any college or university degree, such as tuition, fees, etc.
8. Prizes and awards, fundraising events/expenses, fines/penalties, lobbying expenses, taxes, offsetting of debt, and food/refreshments for meetings.

This list is not all-inclusive, final determinations will be made on a case-by-case basis by the OK 9-1-1 Management Authority.

GRANT PROGRAM REQUIREMENTS

1. The Subgrantee must use 911 Management Authority funds solely for the purposes outlined in the aforementioned guidelines. Funding shall meet the requirements in Oklahoma State Statute, Title 63-2868. All funding reimbursed to the PSAP must be deposited in a dedicated account that has been designated by the governing body to carry out the requirements of the Oklahoma 9-1-1 Management Authority Act as required by State Statute 63-2868.C. 63-2868.C. states, "Money remitted to public agencies pursuant to the Oklahoma 9-1-1 Management Authority Act and any money otherwise collected by any lawful means for purposes of providing 9-1-1 emergency telephone services shall be deposited in a separate 9-1-1 emergency telephone service account established by a public agency or its governing body to carry out the requirements of the Oklahoma 9-1-1 Management Authority Act."

2. Funds awarded by the 911 Management Authority shall not be used to supplant local funds, but shall be used to increase the amount of funds that would, in the absence of state or federal funds, be made available from local sources.
3. Applicants must be in compliance with the submission of the mandated annual Registration Forms and all 2027 PSAP One-Time Payment Program requirements.
4. The 2027 PSAP One-Time Payment Program prohibits all recipients from diverting any portion of designated 9-1-1 funds. Any recipient found to be using 9-1-1 funds outside of allowable uses may be required to reimburse a portion of, or all awarded funds received from the Authority.
5. The Authority reserves the right to reduce or revoke the grant award for noncompliance with program requirements.
6. Failure to provide to meet the program requirements may result in ineligibility of being awarded a 9-1-1 grant or funding provided by the 9-1-1 Management Authority in the future.

MATCHING FUNDS REQUIREMENT

The PSAP One-time Payment (POP) is 100% funded; no matching funds are required.

APPLICATION REQUIREMENTS

Applying for an award under this program is a multistep process. To ensure that an application is submitted on time, applicants are advised to start the required steps well in advance of their submission. Failure to comply with any of required steps before the deadline for submitting the application may disqualify the application from funding.

Applications are to be submitted online in EMGrants[4] and shall contain the following:

a. Completed application;
b. Project narrative that includes an explanation of how this funding will be used.

APPLICATION REVIEW PROCESS

If the application package does not meet the requirements set forth in this document, the application will not be considered. The Authority may choose to modify the amount of any awarded by either increasing or decreasing the amount requested in the application. The Authority will notify each applicant via EMGrants[4] of the Authority's decision on each application.

REIMBURSEMENT/PAYMENT

Applicants do not need to submit a reimbursement request. Authority staff will process a one-time, lump sum payment upon approval of grant request.

Please allow time for the State financial office to process payments - this can take up to six (6) weeks. Ensure that you have an active SAM Registration and have set up EFT (direct deposit) linked with Oklahoma Management of Enterprise Services (OMES) finance to help deliver your payments faster and more securely.

QUESTIONS?

Contact Karen Douglas
Grants and Compliance Officer
karen.douglas@oem.ok.gov
(405) 833-4959

[1] https://www.govinfo.gov/app/details/CFR-2015-title2-vol1/CFR-2015-title2-vol1-sec400-2
[2] https://ok.emgrants.com
[3] https://www.ok.gov/911/documents/Wireless%20Legislation.pdf
[4] https://ok.emgrants.com

File Attachments for Item:

31. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-75 AND A GRANT FROM OKLAHOMA OFFICE OF HOMELAND SECURITY: STATE AND LOCAL CYBERSECURITY GRANT PROGRAM SUB-RECIPIENT AWARD IN THE AMOUNT OF $188,000 TO BE USED BY THE INFORMATION TECHNOLOGY DEPARTMENT TO PURCHASE ADDITIONAL STORAGE CAPACITY AND RENEW LICENSING OF THE CITY HOSTED BACKUP OPERATIONS FOR CONTINUED SUPPORT OF STATEWIDE HOMELAND SECURITY EFFORTS SERVING OUR INTERNAL NETWORK USE AND OPERATIONS, ADOPTION OF RESOLUTION R-2627-60 AND BUDGET APPROPRIATION FROM THE SPECIAL GRANT FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: Kari Madden, IT Manager

PRESENTER: Tim Powers, Director of Information Technology

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-75 AND A GRANT FROM OKLAHOMA OFFICE OF HOMELAND SECURITY: STATE AND LOCAL CYBERSECURITY GRANT PROGRAM SUB-RECIPIENT AWARD IN THE AMOUNT OF $188,000 TO BE USED BY THE INFORMATION TECHNOLOGY DEPARTMENT TO PURCHASE ADDITIONAL STORAGE CAPACITY AND RENEW LICENSING OF THE CITY HOSTED BACKUP OPERATIONS FOR CONTINUED SUPPORT OF STATEWIDE HOMELAND SECURITY EFFORTS SERVING OUR INTERNAL NETWORK USE AND OPERATIONS, ADOPTION OF RESOLUTION R-2627-60 AND BUDGET APPROPRIATION FROM THE SPECIAL GRANT FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The City of Norman has been selected to receive $188,000 from the Oklahoma Office of Homeland Security (OKOHS) fiscal year funding 2024 State and Local Cybersecurity Grant Program (SLCGP). These funds are designated for a project request in the amount of $188,000 to renew licensing for the City of Norman hosted backup infrastructure as well as add additional storage capacity necessary to successfully backup and retain critical and core data to the daily operations for the City. The Information Technology Department is responsible for securing all sensitive data stored on City network servers and securing operations associated with all daily operations of the City of Norman.

DISCUSSION:

This Investment Justification directly supports our Cybersecurity Plan and the State Cybersecurity Plan by addressing the ability to successfully reconstitute successful restorations of critical data. Due to the sheer amount of data the City of Norman has and the number of severs to support operations we were no longer able to rely on or use legacy tape backup options. Due to the high cost of storage and need for greater separation of data in disasters IT looked at means to secure tax dollars back into our community through the State and Local Cybersecurity Grant Program (SLCGP). That success has not only dramatically improved our

back times from multiple days down to a few hours or even minutes, it also provides encrypted secure backups that previously were not attainable.

The grant funds have afforded the City no impact on City funds through the zero match of these grants for 2 years now. If we could not complete successful backup and restore our data in an emergency, City operations at all levels would be devastated. The time of the official grant awards from CISA and FEMA and time to return signed documents to accept these funds generally do not align with our time requirements to get items onto a Council agenda. This has caused hardships for staff. To prevent the risk of late responses and possibly jeopardizing grant funds we are asking for a resolution like other departments have done to allow the Mayor or City Manager to sign the necessary documents when issued so staff can return them and meet deadlines of these funding sources. Staff sought to find alternate funding sources due to strained City budgets, and it relieves funds for other projects when we are diligent in working to bring tax dollars like this back into our community. This item provides you the details of the upcoming approved award, the amount which again has a zero match for City dollars. The grant is a reimbursable grant therefore require allocations initially.

RECOMMENDATION No. 1:

Approval and acceptance of the grant by Council and contract K-2627-75. The documents signatures by the authorized person and dating of the OKOHS Memorandum, the Award Document, the Sub-Recipient Terms and Conditions and Signature Authorization will be available once FEMA releases them to Oklahoma Homeland Security.

RECOMMENDATION No. 2:

Approval of Resolution R-2627-60 authorizing the Mayor and/or City Manager to sign all necessary documents to accept the funding once appropriated by FEMA and return them timely as to prevent loss of the grant funding.

RECOMMENDATION No. 3:

Appropriation of $188,000 from the Special Grant Fund balance (22-29000); and allocate $188,000 to the Homeland Security Grant (IT0051, Account No. 22123645-44226). Upon reimbursement, deposit funds into the Other Revenue/Homeland Security (Account No. 221-333352).

Oklahoma Office of
Homeland Security
Prevent, Protect, Prepare

P.O. Box 11415
Oklahoma City, OK 73136
(405) 425-7296 Office • (405) 425-7295 Fax
www.homelandsecurity.ok.gov

SIGNATURE AUTHORIZATION

Required to sign all OKOHS subgrant documents

PROJECT CONTACT/SECONDARY AUTHORIZED OFFICIAL INFORMATION

PRINT Name: Darrel Pyle			
Title: City Manager			
Agency: City of Norman, OK			
Mailing Address: 201 West Gray Street		State: OK	Zip: 73070
Phone #: 405-366-5401	Fax #	Email: Darrel.Pyle@NormanOK.Gov	

Primary Contact Signature _____ Date _____

OPTIONAL Secondary Contact

Authorized to sign subgrant documents? ☑ Yes ☐ No
(If "yes," please sign below)

PRINT Name: Darrel Pyle	Title / Agency: City of Norman, OK
Email: Darrel.Pyle@NormanOK.Gov	Phone #: 405-366-5401

Secondary Contact Signature _____ Date _____

AGENCY/JURISDICTION CHIEF EXECUTIVE OFFICER – PRIMARY AUTHORIZED OFFICIAL INFORMATION

City or County Official (Mayor, City Manager, County Commissioner)

I hereby authorize the individual(s) identified above to act on my behalf in coordination with the Oklahoma Office of Homeland Security (OKOHS) and to sign all documentation related to this subgrant.

PRINT Chief Executive Officer Name: Stephen Tyler Holman	OKOHS Award #	
Title: Mayor	Phone #: 405-366-5403	
Jurisdiction (City, County, etc.): Norman, Cleveland County	Email: Stephen.Holman@NormanOK.Gov	
Mailing Address: 201 West Gray Street	State: OK	Zip: 73070

Chief Executive Officer Signature _____ Date _____

Form Revised as of: September 10, 2007

*If any of the above information changes please submit a new **SIGNATURE AUTHORIZATION FORM** to OKOHS immediately.*

CYBERSECURITY GRANT PROGRAMS INVESTMENT JUSTIFICATION (IJ) TEMPLATE INTRODUCTION AND INSTRUCTIONS

PRIVACY ACT STATEMENT

AUTHORITY: Act of 2007, 6 U.S.C. §§ 605 and 606 The Homeland Security Act of 2002, as amended by Title I of the Implementing Recommendations of the 9/11 Commission), and Infrastructure Investments and Jobs Appropriations Act (Pub. L. No. 117, Section 2220A of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296) (6 U.S.C. § 665g-58).

PRINCIPAL PURPOSE(S): This information is being collected for the primary purpose of facilitating correspondence between the grant applicant and the Oklahoma Office of Homeland Security and the State of Oklahoma Cybersecurity Planning Committee and for determining eligibility and administration of FEMA Preparedness Grant Programs, specifically, the State and Local Cybersecurity Grant Program.

DISCLOSURE: The disclosure of information on this form is voluntary; however, failure to provide the information requested may delay or prevent the organization from receiving grant funding.

CYBERSECURITY GRANT PROGRAMS INVESTMENT JUSTIFICATION (IJ) INSTRUCTIONS

Each sub-applicant can submit one application/investment justification per State Cybersecurity Plan objective.

The IJ Template is useful for the **Program Narrative** portion of the application.

Requirements:

- **Application level:** Each application must include between one (1) IJ. The IJ must be associated with one of the four objectives outlined in the NOFO and State Cybersecurity Plan. No more than four (4) IJ's can be submitted.
- **Projects:** Project-level information will vary based on the associated SLCGP objectives and sub-objectives as outlined in the NOFO and State Cybersecurity Plan.
- **The State of Oklahoma Cybersecurity Planning Committee requires a quote to be attached for each request.**
- Once each IJ is complete it must be submitted, along with required attachments to hsgrants@okohs.ok.gov

ELIGIBILITY

Eligible Subrecipient Entities

"Local government" is defined in 6 U.S.C. § 101(13) as:

1. A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under state law), regional or interstate government entity, or agency or instrumentality of a local government;

2. *An Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation; and

3. A rural community, unincorporated town or village, or other public entity.

*Although tribes are not eligible to apply directly for SLCGP funding, they may be eligible subrecipients, and can receive SLCGP funding as a local government.

Each individual SAA may determine whether and how much SLCGP funding to pass through to tribal entities. Additionally, funding will be directly available to eligible tribal entities under the Tribal Cybersecurity Grant Program.

Ineligible subrecipient entities include:

1. Nonprofit organizations; and

2. Private corporations.

SUB-APPLICANT POINT OF CONTACT (POC) INFORMATION	
STATE, LOCAL, TRIBAL AGENCY: City of Norman, OK	SLT UEI Number:
SLT POC Name: Kari Madden	SLT POC Title: I.T. Manager, Business Systems & Development
SLT Address: 313 N. Webster Norman, OK 73069	
SLT POC Phone Number: 405-366-5361	SLT POC Email Address: Kari.Madden@NormanOK.Gov

PART I. BACKGROUND FOR PROJECT NARRATIVE

1. A. Provide a baseline understanding of the existing cybersecurity gaps, risks, and threats that the applicant entity faces which have influenced the development of this Investment Justification (IJ). Also, please include a summary of the current capabilities within the applicant jurisdiction to address these threats and risks.

The City of Norman has a backup solution that we are out growing for our off site storage. We are in need of expanding the capacity for critical and core operations. This intiative also renews the licensing for the necessary agreement for the hosted components of this program.

1. B. Describe how this IJ and the associated project(s) addresses gaps and/or sustainment in the approved Cybersecurity Plan.

The proposed solution we are requesting funding for will allow for full backups of all critical virtual servers and data in a day. This will provide encrypted backups in transit and rest to also be stored in near time to a cloud service with the approved vendor.

The solution we have implemented and wish to expand further provides threat scan and risk analysis to ensure backups are clean prior to restore.

PART II. SPECIFIC INVESTMENT INFORMATION

2. A. Investment Name: Provide the Investment Name:
City of Norman Backup Contingency Operations

2. B. Investment Type: Please identify the corresponding SLCGP Objective Number for this IJ (Objective 1, 2, 3 or 4). Each objective must have at least one project. Objective 1 -

2. C. Funding Year: Please identify the corresponding SLCGP funding year. You may select more than one.

2022 – Cost Share Waived ☐ 2024 – 30% Cost Share ☑

2023 – 20% Cost Share Waived ☑ 2025 – 40% Cost Share ☑

2. D. Funding Year: If funding is no lon Yes year you selected are you okay with us moving your funding to the next available grant year which may have a higher cost share. Choose an item.

2. F. Cost Share Type: In-kind

2. E. Describe how your agency plans to meet the cost share requirements for this grant:
We will use funds for the Email and Backup Systems Administrator's salary as a match.

PART III. PROJECT INFORMATION

3. A. Project Name: Provide the name(s) of the project(s).
City of Norman Backup Contingency Operations Expansion

3. B. Project(s) Alignment to the 16 Required Cybersecurity Elements as detailed in the Statewide Cybersecurity Plan: Please describe how this project(s) aligns to the cybersecurity elements in the Statewide Cybersecurity Plan on pages 13 and 14.

5. c. Data encryption for data at rest and in transit
5. f. Ensure the ability to reconstitute system (backups)
10. Assess and mitigate, to the greatest degree possible, cybersecurity risks and cybersecurity threats relating to critical infrastructure and key resources, the degradation of which may impact the performance of information systems within the jurisdiction of the eligible entity.

The investment will provide reliable backups, meeting requirements for data encryption at rest and in transit as well. This provides needed compliance for providing secure backups and safe and quick recovery when needed to restore critical operations.

PART IV. PROJECT IMPLEMENTATION SCHEDULE

4. A. Please describe project implementation and estimated timeline:

State contracts will be used for the purchase of the project. We anticipate the project to implement within days of having funds secured for the project. It is simply renewing a contract amount and paying for licensing for the additional storage that is allocated in the cloud.

4. B. In this section, list all proposed equipment, projects, or activities, the vulnerability any of those items will address, and the estimated funding requested (round up to the nearest dollar) for each. AEL – Authorized Equipment List

AEL Number	Equipment, Project, or Activity	Vulnerability Addressed	Estimated Cost	Estimated Cost Share
AEL Code 14CI-00-COOP	Contingency Operations of Critical Operations		188,000	75200.00
		Total Funding Requested	188000.00	75200.00
		Total Funding Requested	188188	150400

SLCGP SUB-APPLICANT CONTACT INFORMATION

This application was written by:

☑ By clicking this box, I certify that I am an employee or affiliated volunteer on behalf of the organization or have been hired by the organization to apply on their behalf for the State and Local Cyber Security Grant Program, have reviewed the SLCGP NOFO, as well as the Oklahoma Cyber-Security Plan and agree to the terms and conditions of all on behalf of the organization.

FULL NAME	POSITION/TITLE
Kari Madden	IT Manager, Business Systems & Development
EMAIL	WORK PHONE
Kari.Madden@NormanOK.Gov	405-366-5361

Resolution

R-2627-60

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE GRANT AWARD DOCUMENTS FOR A GRANT FROM THE OKLAHOMA OFFICE OF HOMELAND SECURITY WHEN AWARDED.

§ 1. WHEREAS, the City consistently applies for grant opportunities with the Oklahoma Office of Homeland Security and notice of grant awards from said applications are variable in time and require quick turnarounds; and

§ 2. WHEREAS, an authorized signatory is required to ensure compliance with said grant award timelines and obligations and properly accept the grant award; and

§ 3. WHEREAS, the City anticipates receiving a grant award from the Oklahoma Office of Homeland Security through the State and Local Cybersecurity Grant Program ("SLCGP") funded by FEMA, the "Backup and Contingency Expansion and Renewal" project in amount of $188,000.00, with no match requirement.

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

§ 4. That, the Mayor or his designee is hereby authorized to execute all necessary grant award documents related to the "Backup and Contingency Expansion and Renewal" project from the Oklahoma Office of Homeland Security upon receiving the notice of grant award.

PASSED AND ADOPTED THIS 13TH DAY OF OCTOBER 2026.

_____
Mayor, Stephen T. Holman

ATTEST:

_____
City Clerk

Daniela Rodriguez

From: Hannah Kopisch <Hannah.Kopisch@okohs.ok.gov>
Sent: Friday, September 18, 2026 10:44 AM
To: Kari Madden
Cc: Jeremy Kilgore; Tim Powers; Robert Gruver
Subject: RE: City of Norman Awards

This Message Is From an External Sender
This message came from outside your organization.
Report Suspicious

You have an award for $188,000.00 that is in phase 2 of the 2024 SLCGP award. It is in the last step of approval, meaning we are just waiting for it to be approved in the FEMA GO software.
You also have an award for $142,000.00 that is in phase 3 of the SLCGP 2024 award that is currently with CISA for review and approval. We expect it will take another few weeks before we get that approval in.
Please let me know if you have any questions.

Hannah Kopisch
Grants Specialist
Oklahoma Office of Homeland Security (OKOHS)
Office: (405) 425-7455
Mobile: (405) 291-0573
Email: hannah.kopisch@okohs.ok.gov
Web: www.homelandsecurity.ok.gov

From: Kari Madden
Sent: Friday, September 18, 2026 9:02 AM
To: Hannah Kopisch
Cc: jeremy.kilgore@normanok.gov; Tim Powers ; Robert Gruver
Subject: [EXTERNAL] RE: City of Norman Awards
Just an email I think to confirm that we were approved and moved forward to the next process. If attaching the meeting minutes is easier though just bounce me that. Thank you SO much!

From: Hannah Kopisch <Hannah.Kopisch@okohs.ok.gov>
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Cc: Jeremy Kilgore <Jeremy.Kilgore@NormanOK.gov>; Tim Powers <Tim.Powers@NormanOK.gov>; Robert Gruver <Robert.Gruver@NormanOK.gov>
Subject: RE: City of Norman Awards

What kind of documentation do you need? I can send meeting minutes or just an email from me.

Hannah Kopisch
Grants Specialist
Oklahoma Office of Homeland Security (OKOHS)
Office: (405) 425-7455
Mobile: (405) 291-0573
Email: hannah.kopisch@okohs.ok.gov
Web: www.homelandsecurity.ok.gov

From: Kari Madden <Kari.Madden@NormanOK.gov>
Sent: Thursday, September 17, 2026 12:35 PM

To: Hannah Kopisch <Hannah.Kopisch@okohs.ok.gov>
Cc: jeremy.kilgore@normanok.gov; Tim Powers <Tim.Powers@NormanOK.gov>; Robert Gruver <Robert.Gruver@NormanOK.gov>
Subject: [EXTERNAL] City of Norman Awards

Hi Hannah,

I wanted to also ask if there is a way to get details following the meeting in August for example where we have been approved for an Award but awaiting final approval and funding terms? Meaning we have the one in Phase II you mentioned for $188,000 on backup contingency we know will be coming soon and another for $142,000 for the zero trust (firewalls) that is in Phase III you mentioned and also awaiting final approval.

I am just looking at ways with our City Clerk and Finance to at least let them know further in advance that we have these items coming and possibly getting a process in place for the City Manager to approve the paperwork ahead of Council.

If we have details or a documented approval following the meetings when the projects are reviewed maybe, or is there something you do for any others that may be helping with agenda times? I know those vary of course all across the State, just looking for ideas.

Thanks so much!

Kari

File Attachments for Item:

32. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-76 AND A GRANT FROM OKLAHOMA OFFICE OF HOMELAND SECURITY: STATE AND LOCAL CYBERSECURITY GRANT PROGRAM SUB-RECIPIENT AWARD IN THE AMOUNT OF $142,000 TO BE USED BY THE INFORMATION TECHNOLOGY DEPARTMENT TO PURCHASE ADDITIONAL FIREWALLS FOR DEPLOYMENT WITHIN OUR NETWORK INFRASTRUCTURE FOR CONTINUED SUPPORT OF STATEWIDE HOMELAND SECURITY EFFORTS SERVING OUR INTERNAL NETWORK USE AND OPERATIONS, ADOPTION OF RESOLUTION R-2627-61 AND BUDGET APPROPRIATION FROM THE SPECIAL GRANT FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

e

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: Kari Madden, IT Manager

PRESENTER: Tim Powers, Director of Information Technology

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-76 AND A GRANT FROM OKLAHOMA OFFICE OF HOMELAND SECURITY: STATE AND LOCAL CYBERSECURITY GRANT PROGRAM SUB-RECIPIENT AWARD IN THE AMOUNT OF $142,000 TO BE USED BY THE INFORMATION TECHNOLOGY DEPARTMENT TO PURCHASE ADDITIONAL FIREWALLS FOR DEPLOYMENT WITHIN OUR NETWORK INFRASTRUCTURE FOR CONTINUED SUPPORT OF STATEWIDE HOMELAND SECURITY EFFORTS SERVING OUR INTERNAL NETWORK USE AND OPERATIONS, ADOPTION OF RESOLUTION R-2627-61 AND BUDGET APPROPRIATION FROM THE SPECIAL GRANT FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The City of Norman has been selected to receive $142,000 from the Oklahoma Office of Homeland Security (OKOHS) fiscal year funding 2024 State and Local Cybersecurity Grant Program (SLCGP). These funds are designated for a project request in the amount of $142,000 to provide additional firewalls for security within the City network. These devices are critical and core to closing security gaps within our network and providing layered approaches necessary for the security of critical and core data to the daily operations for the City. The Information Technology Department is responsible for securing all sensitive data stored on City network servers and securing operations associated with all daily operations of the City of Norman.

DISCUSSION:

This Investment Justification addresses the identified gap in internal network visibility and security by implementing next-generation firewalls at Layer 3 network head ends to inspect, monitor, and control inter-VLAN traffic. The project supports the organization's Cybersecurity Plan by strengthening network segmentation, improving visibility into what is referred to as east-west traffic, and enabling enforcement of granular security policies based on Zero Trust principles.

Deploying these firewalls will allow the organization to inspect traffic between internal network segments, detect unauthorized or suspicious communications, and limit opportunities for lateral movement by malicious actors. The enhanced visibility will improve threat detection, incident response, and security monitoring while providing the information needed to make informed risk management decisions.

By addressing this critical infrastructure gap, the project strengthens the organization's ability to protect critical systems and maintain a resilient cybersecurity posture.

Due to the high cost of cybersecurity IT continues to look at means to secure tax dollars back into our community through the State and Local Cybersecurity Grant Program (SLCGP). That success has dramatically improved our cybersecurity posture.

The grant funds have afforded the City no impact on City funds through the zero match of these grants. The time of the official grant awards from CISA and FEMA and time to return signed documents to accept these funds generally do not align with our time requirements to get items onto a Council agenda. This has caused hardships for staff. To prevent the risk of late responses and possibly jeopardizing grant funds we are asking for a resolution to allow the Mayor or City Manager to sign the necessary documents when issued so staff can return them and meet deadlines of these funding sources. Staff sought to find alternate funding sources due to strained City budgets, and it relieves funds for other projects when we are diligent in working to bring tax dollars like this back into our community. This item provides you the details of the upcoming approved award, the amount which again has a zero match for City dollars. The grant is a reimbursable grant therefore require allocations initially.

RECOMMENDATION No. 1:

Approval and acceptance of the grant by Council and contract K-2627-76. The document signatures by the authorized person and dating of the OKOHS Memorandum, the Award Document, the Sub-Recipient Terms and Conditions and Signature Authorization will be available once FEMA releases them to Oklahoma Homeland Security.

RECOMMENDATION No. 2:

Approval of Resolution R-2627-61 authorizing the Mayor and/or City Manager to sign all necessary documents to accept the funding once appropriated by FEMA and return them timely as to prevent loss of the grant funding.

RECOMMENDATION No. 3:

Appropriation of $142,000 from the Special Grant Fund balance (22-29000); and allocate $142,000 to the Homeland Security Grant (IT0052, Account No. 22123645-45301). Upon reimbursement, deposit funds into the Other Revenue/Homeland Security (Account No. 221-333352).

Oklahoma Office of
Homeland Security
Prevent, Protect, Prepare

P.O. Box 11415
Oklahoma City, OK 73136
(405) 425-7296 Office • (405) 425-7295 Fax
www.homelandsecurity.ok.gov

SIGNATURE AUTHORIZATION

Required to sign all OKOHS subgrant documents

PROJECT CONTACT/SECONDARY AUTHORIZED OFFICIAL INFORMATION

PRINT Name Darrel Pyle			
Title City Manager			
Agency City of Norman, OK			
Mailing Address 201 West Gray Street		State OK	Zip 73070
Phone # 405-366-5401	Fax #	Email Darrel.Pyle@NormanOK.Gov	

Primary Contact Signature _____ Date _____

OPTIONAL Secondary Contact

Authorized to sign subgrant documents? ☑ Yes ☐ No
(If "yes," please sign below)

PRINT Name Darrel Pyle	Title / Agency City of Norman, OK
Email Darrel.Pyle@NormanOK.Gov	Phone # 405-366-5401

Secondary Contact Signature _____ Date _____

AGENCY/JURISDICTION CHIEF EXECUTIVE OFFICER – PRIMARY AUTHORIZED OFFICIAL INFORMATION

City or County Official (Mayor, City Manager, County Commissioner)

I hereby authorize the individual(s) identified above to act on my behalf in coordination with the Oklahoma Office of Homeland Security (OKOHS) and to sign all documentation related to this subgrant.

PRINT Chief Executive Officer Name Stephen Tyler Holman	OKOHS Award #	
Title Mayor	Phone # 405-366-5403	
Jurisdiction (City, County, etc.) Norman, Cleveland County	Email Stephen.Holman@NormanOK.Gov	
Mailing Address 201 West Gray Street	State OK	Zip 73070

Chief Executive Officer Signature _____ Date _____

Form Revised as of: September 10, 2007

*If any of the above information changes please submit a new **SIGNATURE AUTHORIZATION FORM** to OKOHS immediately.*

Resolution

R-2627-61

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE GRANT AWARD DOCUMENTS FOR A GRANT FROM THE OKLAHOMA OFFICE OF HOMELAND SECURITY WHEN AWARDED.

§ 1. WHEREAS, the City consistently applies for grant opportunities with the Oklahoma Office of Homeland Security and notice of grant awards from said applications are variable in time and require quick turnarounds; and

§ 2. WHEREAS, an authorized signatory is required to ensure compliance with said grant award timelines and obligations and properly accept the grant award; and

§ 3. WHEREAS, the City anticipates receiving a grant award from the Oklahoma Office of Homeland Security through the State and Local Cybersecurity Grant Program ("SLCGP") funded by FEMA, the "Zero Trust Network Segmentation and Internal Traffic Visibility" project for $142,000.00, with no match requirement.

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

§ 4. That, the Mayor or his designee is hereby authorized to execute all necessary grant award documents related to the "Zero Trust Network Segmentation and Internal Traffic Visibility" project from the Oklahoma Office of Homeland Security upon receiving the notice of grant award.

PASSED AND ADOPTED THIS 13TH DAY OF OCTOBER 2026.

_____

Mayor, Stephen T. Holman

ATTEST:

_____

City Clerk

Daniela Rodriguez

From: Hannah Kopisch <Hannah.Kopisch@okohs.ok.gov>
Sent: Friday, September 18, 2026 10:44 AM
To: Kari Madden
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Subject: RE: City of Norman Awards

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If we have details or a documented approval following the meetings when the projects are reviewed maybe, or is there something you do for any others that may be helping with agenda times? I know those vary of course all across the State, just looking for ideas.

Thanks so much!

Kari

File Attachments for Item:

33. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-80: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE UNIVERSITY OF OKLAHOMA GIBBS COLLEGE OF ARCHITECTURE (GCA), IN THE AMOUNT OF $82,500 FOR THE DESIGN AND CONSTRUCTION OF A NEW OPEN-AIR PAVILION IN REAVES PARK FOR THE PARKS AND RECREATION DEPARTMENT AND APPROPRIATION OF NORMAN FORWARD FUND BALANCE. (WARD 7)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: Jason Olsen

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-80: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE UNIVERSITY OF OKLAHOMA GIBBS COLLEGE OF ARCHITECTURE (GCA), IN THE AMOUNT OF $82,500 FOR THE DESIGN AND CONSTRUCTION OF A NEW OPEN-AIR PAVILION IN REAVES PARK FOR THE PARKS AND RECREATION DEPARTMENT AND APPROPRIATION OF NORMAN FORWARD FUND BALANCE. (WARD 7)

BACKGROUND:

The Norman Forward Program of voter-approved, tax-funded projects included multiple Quality of Life construction projects, such as the construction of the Westwood Family Aquatics Center and Indoor Tennis facility, the Young Family Athletic Center, development of Ruby Grant Community Park, renovation of Griffin and Reaves Parks, new library buildings, neighborhood park renovations, construction of the new skatepark in Andrews Park, recreational trail design and construction, and new neighborhood park construction. Those projects were approved for funding through a ½% sales tax collection for 15 years; beginning in 2015-16. Most of the projects have been completed through bond-funding, which is paid back by the tax collection, except for a few that were exclusively described as Pay-Go projects that would be done only after the tax each year had been collected. As we approach the end of the 15 year collection period, the projected ending fund balance for the Norman Forward program will be larger than the original projected costs for the projects. A list of possible additional work on the original list of projects has been presented recently to the Board of Park Commissioners and at a City Council Study Session. Guidance was given on how to proceed with spending the over-collection on continuing work on some of the original project pieces that were not done during the now-completed first phase of each project. One of the proposed continuation projects presented was to do more work on the Master Plan for Reaves Park. In particular, the Parks and Recreation Department has proposed to use some of the available Norman Forward Fund Balance to help fund a project to replace the Kids Space playground with a completely new community-build project in the same location as one built in 1999, which has reached the end of its functional lifespan. This project will also include improvements to the area around the playground, such as picnic shelter, site furniture and landscape improvements.

Earlier this year, the City of Norman was notified that it had been awarded a Built Environment Grant from the Tobacco Settlement Endowment Trust (TSET), which staff applied for in the amount of $600,000 to support the Kids Space replacement project. The total project costs will be over $1,000,000; with the city's share of the construction costs to the playground replacement coming from the above-mentioned Norman Forward Fund Balance, approved earlier this year by City Council. That project will begin in October of this year, with a public "Last Play Day" event before the old playground is scheduled to be demolished to make way for the new one. There will be a community-build process for the new playground components that will be coordinated as the project continues into next year. Our partners with TSET will help coordinate the project and track their funding disbursement along the way.

Any work beyond the playground-specific project will be managed solely by the Parks and Recreation Department. One of those items of work will be design and construction of a new large open-air pavilion near the playground.

DISCUSSION:

The University of Oklahoma Gibbs College of Architecture (GCA/OU) has approached the Norman Parks and Recreation Department about becoming partners in an annual design + build project for their senior design and construction students. The two-semester project would be directed by professors who are licensed architects, and the work will be completed by the students, acting as the general contractor for their designs. They have done these types of projects for several years with other public and private organizations. While working out the details of a partnership, the idea of producing a new open-air picnic pavilion next to the new Kids Space playground was identified as a project that would be ideal for both the students and the City. The pavilion and a proposed budget was recently presented to the Board of Park Commissioners and the City Council at a study session. Upon approval by each entity, we now want to proceed with a contract with GCA/OU to get the funding put in-place for their team to do the work they have described and presented. The total amount includes all construction costs for materials, labor and subcontractors, as well as a 10% administrative fee for GCA/OU. The total amount for the project is $82,500, as described in Contract K-2627-80, attached. Funding is being requested from the Norman Forward Reaves Park Improvements Project via additional funds being transferred into it from the Norman Forward Fund Balance discussed above. No new project is being proposed for this work as it is part of the identified work in the original Reaves Park Master Plan which has guided all of the work in that park.

The work by GCA/OU will start as soon as the site is cleared by demolition of the existing playground and surrounding features to make way for the new open-air pavilion. The final location and orientation of the pavilion as it relates to the new Kids Space will be closely coordinated with the Parks and Recreation Department and the design team for the playground. Their work is scheduled to proceed through the fall and winter, with a completion scheduled for no later than May 31, 2027. The goal is to have it completed at the same time as the major portion of the Kids Space playground project is also completed in the spring of 2027.

RECOMMENDATION 1: It is recommended that City Council approve Contract Number K-2627-80 with The University of Oklahoma Gibbs College of Architecture, for the Open-air Pavilion in Reaves Park, as further described in "Exhibit A" attached to the contract.

RECOMMENDATION 2: It is further recommended that the Norman Forward fund balance be appropriated in the amount of $82,500 and allocated to the Norman Forward Reaves Park Improvements Project (NFB006, Account 51792205-46101).

K-2627-XX

AGREEMENT

This Agreement is a contract, made and entered into this 15th day of September, 2026 (the "Effective Date") by and between the City of Norman, a municipal corporation, hereinafter called the "City," and the Board of Regents of the University of Oklahoma on behalf of the Gibbs College of Architecture, hereinafter called "GCA."

SERVICES

1. The City understands and agrees that work done on its behalf will be undertaken by a team of design and construction students and their faculty lead as part of a student educational experience, and that this educational component is the primary purpose of GCA Design + Build Program. The City understands and agrees that GCA must at all times comply with all applicable University of Oklahoma policies and procedures.

2. Ownership of the design produced and constructed pursuant to this Agreement shall be retained by the creator(s) and/or GCA, as applicable and appropriate. The creator(s) and/or GCA, if applicable, hereby grants the City a non-exclusive, royalty-free license to use and/or reproduce the design solely for the City's non-commercial, research, educational, and/or public services purposes.

3. The work shall conform to the Project Statement, attached hereto as "Exhibit A" and made a part of this Agreement by reference. Any changes, additions or subtractions to the scope of work shall be approved in writing by both the City, GCA, and the faculty lead.

4. The City has the right to terminate this Agreement if dissatisfied with the services rendered, provided the City communicates, in writing, its dissatisfaction and the reasons therefore, to the faculty lead. The parties understand the City is subject to annual appropriations by the Norman City Council, and, as such, the City may also terminate this Agreement should there be insufficient appropriations for the project. If the City terminates the project prior to completion, the City will reimburse GCA for documented expenses. If the City terminates after fifty percent (50%) of the project is completed, the City will also reimburse GCA for the administrative fee. The GCA may terminate this Agreement in the event the City fails to reasonably cooperate, is unwilling to participate in activities necessary to complete the project, or fails to comply with the payment terms of this Agreement.

FEES

The cost of the project shall not exceed a total of Eighty-Two Thousand, Five Hundred Dollars ($82,500.00), with Seventy-Five Thousand Dollars ($75,000.00) allocated for the design and construction of the project and Seven Thousand, Five Hundred Dollars ($7,500) allocated for a ten percent (10%) administrative fee by GCA. This not to exceed project cost, which includes costs for materials, labor, and subcontractors, will be covered by the City. GCA will not charge the City for student labor or other overhead expenses.

TERM

This Agreement shall be effective as of the Effective Date written above and shall continue until successful completion of the project, as determined by the City, such determination not to be unreasonably withheld, unless earlier terminated pursuant to the provisions of this Agreement.

TERMS AND CONDITIONS

1. Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is delivered personally, or within three (3) business days after it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, to:

   City:

   Director of Parks and Recreation
   225 N Webster Avenue
   Norman, Oklahoma 73069
   Phone: (405) 366-5477

   GCA: Office of Legal Counsel
   660 Parrington Oval, Ste 213
   Norman, Oklahoma 73019

   With a copy to:

   Bryan Bloom, Design + Build Faculty Lead
   830 Van Vleet Oval
   Gould Hall, Room 180
   Norman, Oklahoma 73019-4115
   Phone: (405) 325-6404

2. This Agreement contains the entire understanding of the parties and may not be amended or modified, except in writing, signed by each of the parties hereto.

3. This Agreement shall be governed by and construed according to the laws of the State of Oklahoma. The venue for any action under this Agreement shall be in the District Court of Cleveland County, Oklahoma, or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.

4. This Agreement shall not be assigned by either party without prior written consent of the other party, said consent not to be unreasonably withheld.

5. Both parties agree that they will not discriminate against any persons on the basis of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the

same sex.

6. This Agreement does not create any partnership or joint venture between the parties hereto, nor render any party liable for any of the debts or obligations of the other party. Neither party shall be deemed to be an agent or representative of the other.

7. Each party hereto has the legal right, power and authority to enter into this Agreement. Each party's execution, delivery and performance of this Agreement has been duly authorized, and no other action is requisite to the valid and binding execution, delivery and performance of this Agreement, except as expressly set forth herein.

8. If any provision of this Agreement is determined to be unenforceable, invalid, or illegal, then the enforceability, validity, and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

[Signatures on following page]

THE UNIVERSITY OF OKLAHOMA

BY: _____
André-Denis Wright, ~~Senior~~ Vice President and Provost
The University of Oklahoma

ACKNOWLEDGED BY:
_____
Bryan Bloom, *Design + Build Faculty Lead*
The University of Oklahoma

ACKNOWLEDGEMENT

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

Before me, the undersigned, a Notary Public in and for said County and State, this 15th day of September, 2026, personally appeared Andre-Denis Wright to me known to be the identical person who executed the foregoing, and acknowledged to me that he/she executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

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

_____
Notary Public

My commission expires:

12/15/26

CATINA JORDAN NOTARY # 22016608 EXP. 12/15/26 PUBLIC STATE OF OKLAHOMA

THE CITY

APPROVED this _____ day of _____, 2026 by the Norman City Council.

BY: _____
Mayor

ATTEST:

_____
City Clerk

Approved as to form and legality this 8 day of October, 2026.

_____
City Attorney

EXHIBIT A – PROJECT STATEMENT

PROJECT OVERVIEW

The City of Norman was recently awarded a TSET Built Environment Grant to support the replacement of the Kid's Space playground at Reaves Park in Norman, Oklahoma. In collaboration with this City project, GCA will design and build a new open-air pavilion facility near the Kid's Space playground, to be located as identified per files provided by the City.

GCA/OU TEAM

The GCA/OU team will consist of students from the divisions of Architecture and Construction Science. The project leads and points of contact are Prof. Bryan Bloom and Dan Butko.

DELIVERABLES

- The final deliverable will be a constructable design and a completed build of the open-air pavilion facility described in the project overview, with the following exclusions: mechanical, electrical, plumbing systems, insulation, interior finishes, signage, and furnishings

TENTATIVE PROJECT SCHEDULE

The design will be furnished to City for approval no later than 09/30/26.
Site shall be demolished and made available by City no later than 10/16/26.
Construction will commence no later than 10/19/26 and conclude no later than 05/31/27.

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File Attachments for Item:

34. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-83: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE CLEVELAND COUNTY SHERIFF'S DEPARTMENT AND THE BOARD OF COUNTY COMMISSIONERS OF CLEVELAND COUNTY TO PROVIDE FOR THE INCARCERATION OF CITY PRISONERS IN THE CLEVELAND COUNTY DETENTION CENTER AT A COST OF $62.19 PER DAY PER PRISONER

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: RYAN RIDDEL

PRESENTER: RYAN RIDDEL, ASSISTANT CITY ATTORNEY

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-83: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE CLEVELAND COUNTY SHERIFF'S DEPARTMENT AND THE BOARD OF COUNTY COMMISSIONERS OF CLEVELAND COUNTY TO PROVIDE FOR THE INCARCERATION OF CITY PRISONERS IN THE CLEVELAND COUNTY DETENTION CENTER AT A COST OF $62.19 PER DAY PER PRISONER

BACKGROUND:

The Jail Services Agreement provides for the incarceration of City prisoners at the Cleveland County Detention Center. The Cleveland County Sheriff's Office is required to annually determine the average daily cost of incarceration per prisoner. Factors used to determine the rate include total personnel costs, including benefits, consultants and contract services; depreciation; and other direct jail operating costs, including food, clothing, medical care supplies, bedding, toiletries, recreation and education, utilities, and telephone and communication costs.

DISCUSSION:

The City has been in discussions with the Cleveland County Sheriff's Office since 2023 regarding the Jail Services Agreement. The Cleveland County Sheriff's Office completed its annual review of the cost of incarceration in August 2025. On August 20, 2025, Chief Administrative Judge Jeff Virgin signed a General Order establishing the cost of incarceration at $62.19 per prisoner per day.

Following the appointment of Darrel Weaver as Sheriff of Cleveland County, negotiations regarding the Jail Services Agreement resumed. On August 31, 2026, the Cleveland County Board of County Commissioners approved the Jail Services Agreement.

The proposed rate of $62.19 per prisoner per day represents an increase of $1.42 per prisoner per day from the City's current rate of $60.77.

Although the City pays Cleveland County for the incarceration of City prisoners, Oklahoma law authorizes municipalities to assess and collect certain costs of incarceration from prisoners

through municipal court proceedings. Amounts collected for incarceration costs are deposited into the City's General Fund. These collections provide an additional source of General Fund revenue and help offset the City's cost of housing prisoners at the Cleveland County Detention Center.

Adequate funds to pay the anticipated costs of prisoner care at the Cleveland County Detention Center are available in the General Fund, Police Department, Prisoner Care Account (10660115-44111).

RECOMMENDATION:

The proposed increase from $60.77 to $62.19 per prisoner per day is based on the Cleveland County Sheriff’s Office's calculation of the actual per-prisoner cost of jail operations. The proposed rate represents an increase of $1.42 per prisoner per day.

The Jail Services Agreement, as approved by the Cleveland County Board of County Commissioners on August 31, 2026, is forwarded to the City Council for consideration and approval.

2627-83

Contract K-[redacted]

JAIL SERVICES AGREEMENT

This Jail Services Agreement, entered into to be effective on the 31st day of August, 2026, by and between the City of Norman, an Oklahoma Municipal Corporation (hereinafter referred to as the "City"), and the Board of County Commissioners of Cleveland County ("BOCC") on behalf of the Cleveland County Sheriff's Department, Norman, Oklahoma, a political subdivision of the State of Oklahoma (hereinafter referred to as the "Sheriff").

WITNESSETH:

WHEREAS, the City, from time to time, must incarcerate its prisoners and detainees that are charged with a violation of City ordinances; and

WHEREAS, the Sheriff operates a jail facility (hereinafter referred to as the "County Jail") that can be available to aid the City in housing its prisoners and detainees; and

WHEREAS, it is in the interests of both Parties to enter into an agreement to provide for jail services for City prisoners and detainees at the Cleveland County Detention Center (hereinafter referred to as the "County Jail"); and

WHEREAS, Title 19 of the Oklahoma Statutes, Section 180.43, contemplates such agreements between cities and the County Sheriff; and

WHEREAS, this Agreement is consistent with the provisions of Title 74 of the Oklahoma Statutes, Sections 1001 et. Seq., known as the Interlocal Cooperation Act; and

NOW, THEREFORE, the Parties, in consideration of the premises and the mutual covenants set forth below, do hereby agree as follows:

1) PURPOSE

The purpose of this Agreement is to provide for the incarceration of the City prisoners and detainees within the County Jail, under the custody of Sheriff, and to otherwise coordinate booking and detention functions.

2) SERVICES

In exchange for the compensation set out below, the County agrees to provide the following services:

(a) The Sheriff hereby assumes all detention and incarceration functions, consistent with applicable laws, for persons delivered to the County Jail who have been apprehended solely pursuant to the municipal ordinances of the City by the law enforcement officers of the City pursuant to their official duties.

(b) The Sheriff shall permit the law enforcement officers of the City and the City's agents, in the pursuance of official duties, as approved by the Chief of Police of the City, and the Sheriff of the County, to enter to the County Jail at any and all hours for the purpose of conducting official business in the course of the investigative

process.

(c) The obligation of the Sheriff to assume custody and control of municipal prisoners shall be based on jail capacity standards promulgated by the jail inspection division, Oklahoma State Health Department. The Sheriff shall not be obligated to accept municipal prisoners if doing so would violate the Sheriffs obligation to observe those standards. The Sheriff shall not be obligated to house any prisoner at another location to provide room for municipal prisoners.

(d) The City arraigns prisoners via video arraignment and the Sheriff will provide reasonable support. The following equipment utilized in the video arraignment process has been installed at the County Jail, but remains the property of the City:

(1) Cisco 8945 IP Phone; Serial No. 1CE6C79A59CB

(2) Cisco 1410 Bridge Wireless Canopy; Serial No. FTX 13 1 8G00

3) BONDS

Monday to Friday: Bonds can only be posted at Municipal Court from 8AM to 5 PM

Weekends and Holidays: Bonds can be posted at the Norman Police Department between the hours of 7:00 a.m. and 12:00PM (noon)

4) COMPENSATION

As compensation for the services set out below, the City agrees to pay the Sheriff the sum of sixty-two dollars and nineteen cents ($62.19) per day for each person incarcerated in said facility at the request of the City on municipal charges or awaiting approval of affidavit of probable cause. This rate is not the cost of incarceration ordered by the District Court of Cleveland County and is not reflective of what an inmate shall be ordered to pay. The most recent General Order setting the costs of incarceration is attached hereto. If a subsequent General Order setting Costs of Incarceration is entered into before the expiration of this contract, that Order will be sent to the City.

A "day" of incarceration shall be calculated on a 24-hour basis with a minimum of one (1) day charged for each person incarcerated. Said amount to be paid on a monthly basis in consideration of which the Sheriff will operate and maintain a County Jail and shall assume responsibility for the incarceration therein consistent with applicable statutes of the State of Oklahoma and the laws of the United States of America. Sheriff agrees to prepare and submit to City monthly statements no later than the 15th of each month. Provided further, all payments shall be made upon the timely submission of a claim form approved by the Board of County Commissioners, to the City pursuant to statutory and charter requirements. City agrees to pay all invoiced amounts within thirty (30) days of receipt to the County.

5) CUSTODY

For the purposes of this Agreement, custody shall be deemed to pass from City law enforcement officials to the County Jail officers upon booking.

2627-83
Contract K [redacted]

6) MEDICAL CARE

The Sheriff agrees to accept and provide for the secure custody, care and safekeeping of City prisoners in accordance with the State and local laws, standards, policies, procedure, or court orders applicable to the operations of the facility, pursuant to Title 19 O.S. § 746.

A City prisoner receiving medical care for a preexisting condition or a condition not caused by the acts or omissions of the City or Sheriff shall be liable for payment of all costs of medical care. Preexisting conditions are defined as those illnesses beginning or injuries sustained outside their incarceration on Municipal charges.

All costs associated with medical care for a preexisting condition will be paid directly to the caring facility by the City prisoner. In the event of failure to pay by the City prisoner, all attempts for collection by caring facility will be the responsibility of the caring facility.

Under no circumstances shall the Sheriff be liable for any medical costs incurred outside the County jail facility by either a municipal prisoner or a municipal prisoner awaiting approval of affidavit of probable cause for state charges.

7) SEVERABLE LIABILITY

No separate legal entity or organization shall be deemed created by virtue hereof. The agreement shall not be construed as creating any agency or third party beneficiary agreements in any form or manner whatsoever. Both parties assume responsibility for its personnel, and will make all deductions for social security, withholding taxes, and contributions for employment compensation funds, and shall comply with all requirements of the Oklahoma Workers Compensation Act and the Oklahoma Governmental Tort Claims Act. Both parties herein, shall be exclusively liable for loss resulting from its torts or the torts of its employees acting within the scope of their employment subject to the limitations and exceptions specified in the Governmental Tort Claims Act, 51 O.S. Sec. 151-171, and therefore, neither party shall be liable for the acts or omissions of the other party.

8) TERM/RENEWAL

The term of the Agreement shall commence on the 1st day of November, 2026, and will continue from year to year unless otherwise terminated by either party or modified by mutual agreement.

9) TERMINATION

(a) This Agreement may be terminated by either Party for any reason, or for no reason, upon sixty (60) days written notice to the other Party.

(b) This Agreement may be terminated by either Party for cause upon the passage of thirty (30) days, subsequent to the mailing of notice stating the cause and the requested cure, where cause has failed to be cured.

10) NOTICES

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Contract K-[redacted]

All notices required under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, to the City of Norman and the Sheriff of Cleveland County at the following address:

If to City:
The City Manager of Norman
PO Box 370
Norman, Oklahoma 73070

The Chief of Police of Norman
PO Box 370
Norman, Oklahoma 73070

If to Sheriff:
Cleveland County Sheriff
2550 W. Franklin Rd.
Norman, Oklahoma 73069

If to County:
Chairman of the Board of County Commissioners
201 S. Jones Ave., Ste. 260
Norman, Oklahoma 73069

11) SEVERABILITY

The provisions of this Agreement shall be considered severable and in the event any part or provisions shall be held void by a court of competent jurisdiction, the remaining parts shall then constitute the Agreement.

12) LAWS & REGULATIONS

This Agreement shall be subject to the Constitution and laws of the United States and the State of Oklahoma; in particular, the provisions of Title 74 Oklahoma Statutes, Section 192 et seq., pertaining to minimum standards for jails shall specifically apply.

13) INSPECTIONS

The Sheriff shall provide any and all inspection reports concerning the County Jail to the Chief of Police upon request in a timely manner. This provision does not intend, suggest or create any liability and/or indicate that the City has or exerts any control of the County Jail facility, but rather, is expressly intended solely to allow monitoring of City prisoners and jail standards.

14) SECURITY

City personnel shall at all times comply with all security and confidentiality regulations provided to them in effect at the County's premises. Information belonging to Sheriff will be safeguarded by City to the same extent as City safeguards their information of like kind relating to its own operation.

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Contract K-[redacted]

15) FORCE MAJEURE

If by reason of Force Majeure, either party is rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own, then such party shall give written notice and describe the event and why its obligations under this Agreement cannot be met. Said notice shall be provided to the other party as soon as reasonably practical. Upon delivering such notice, the obligation of the affected party shall be suspended during the continuance of the inability to fulfill its obligation. The affected party shall use all due diligence to remove the inability to perform the terms of this Agreement and shall notify the other party immediately upon restoration of services.

16) COMPLETE AGREEMENT

This Agreement is the complete agreement of the Parties regarding matters addressed herein, no oral agreements or representations shall be considered binding on the Parties.

IN WITNESS WHEREOF, the Parties have approved this Agreement and authorized signatures below as of the dates there set out.

APPROVED by the Council of the City of Norman this _____ day of _____, 2026.

THE CITY OF NORMAN

ATTEST:

Stephen T. Holman, Mayor

Jamie Meyer, City Clerk

APPROVED as to form and legality this _____ day of _____, 2026.

CITY ATTORNEY

APPROVED and recommended by the Sheriff of Cleveland County this 31st day of

2627-83

Contract K[redacted]

August, 2026.

R. Darrell Weaver

SHERIFF OF CLEVELAND COUNTY

APPROVED by the Board of County Commissioners of Cleveland County this 31ST day of August, 2026.

BOARD OF COUNTY COMMISSIONERS OF CLEVELAND COUNTY, OKLAHOMA

Rusty G

Chairman

Vice Chairman

Member

ATTEST:

Pam Howlett

County Clerk or designee

By: Linda Atkins

Deputy

APPROVED as to form and legality this 28th day of August, 2026.

Robin Moore

ASSISTANT DISTRICT ATTORNEY

File Attachments for Item:

35. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-86: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE SOONER THEATRE OF NORMAN INC. IN THE AMOUNT OF $109,286.00 TO ASSIST WITH THE OPERATION OF THE SOONER THEATRE. (WARD 4)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-86: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE SOONER THEATRE OF NORMAN INC. IN THE AMOUNT OF $109,286.00 TO ASSIST WITH THE OPERATION OF THE SOONER THEATRE. (WARD 4)

BACKGROUND:

During the budgeting process for fiscal year 2026-2027 (FYE 2027), the City Council allocated an amount of $380,043.00 to contribute to Arts, Culture, and Event Organizations, with individual distributions from said allocation to be issued by the Board of Parks Commissioners (the "Board") at their regularly scheduled meeting in August of each year. Organizations are required to apply to the Board for funding disbursements and demonstrate the extent of financial support requested for the upcoming funding year. One such organization was the Sooner Theatre of Norman, Inc., and the Board approved a disbursement of $109,286.00 at its October 1, 2026, meeting.

DISCUSSION:

The FYE 2027 Funding Disbursement Agreement (the "Agreement"), which comes before Council at this time, is the same basic form agreement for all organizations. The Agreement provides that the Sooner Theatre will use City funds of $109,286.00 to assist with the operation of the Sooner Theatre, including support for utilities costs, and to provide cultural, entertainment, educational, or public service events benefiting the community at such location.

The Agreement includes a reporting procedure by the organization to the Council of expenditures of the funds in an amount not to exceed $109,286.00. The Agreement also provides for cancellation by either party with thirty (30) days' written notice. Specifically, it provides for the cancellation and return of any unexpended funds should the agency fail to use the funds for their intended purpose, or if the organization is dissolved or ceases to exist at any time during the contract period.

RECOMMENDATION:

Staff recommends that the Funding Disbursement Agreement submitted herewith be approved. Funds for $109,286.00 should be disbursed from Park Board Miscellaneous Services-Contributions (account number 10770284-44741).

Docusign Envelope ID: 3358739C-B101-8C92-822D-216DAFA616D6

FUNDING DISBURSEMENT AGREEMENT

This Agreement is made and entered into on the _____ day of _____, 2026 (the "Effective Date"), by and between the City of Norman, Oklahoma, a municipal corporation, ("City") and the Sooner Theatre of Norman, Inc., ("Organization"), witnesseth:

A. WHEREAS, in Contract No. K-2627-34, the City leases the property described as the Sooner Theatre (the "Theatre"), located at 101 East Main Street, Norman, Oklahoma, to the Organization at a nominal cost in exchange for the Organization to operate cultural, entertainment, educational, or public service events benefiting the Norman community at the Theatre; and

B. WHEREAS, the Organization desires to provide said cultural, entertainment, educational, or public service events to the community at the Theatre; and

C. WHEREAS, pursuant to Contract No. K-2627-34, the Organization desires to secure supportive funding to aid in the operational and utilities costs of the Theatre; and

D. WHEREAS, on October 1, 2026, the Board of Parks Commissioners approved the allocation of supportive funding in the amount of $109,286.00 to the Organization for the purposes outlined in this Agreement;

E. THAT IN CONSIDERATION for the performance by the Organization of the covenants and agreements as specified herein, the City covenants and agrees:

1. To disperse to the Organization the sum of One Hundred Nine Thousand, Two Hundred Eighty-Six and 00/100 Dollars ($109,286.00) to be used to assist in operation, including costs of utilities, of the Theater's cultural, entertainment, educational, or public service events to the community. Said funds shall be used for such purpose and for no other purpose.

2. It is the intent of the City that the amount of funds dispersed be used as provided in the request attached hereto marked Exhibit "A" and made a part hereof.

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

1. That the Organization is a 501(c)(3) organization operating in accordance with the Internal Revenue Service regulations.

2. To expend funds granted by the City only for the purposes as listed above in Section E.

3. To allow a representative of the City to hold an ex-officio position on the Organization's Board of Directors.

Docusign Envelope ID: 3358739C-B101-8C92-822D-216DAFA616D6

4. To provide a written report, as required by Lease Agreement K-2627-34, on the activities of the Organization to the City no later than August 1 of every year. Said report shall also include documentation that the funds provided herein were spent solely for the purposes listed above in Section E, which are to benefit the citizens of the City.

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

1. In the event the Organization is dissolved, all such funds not yet expended for the purposes provided herein shall immediately revert back to the City and the Organization shall immediately deliver such unexpended funds to the City.

2. The Organization agrees to keep accurate records of all receipts and collections of its income in a manner approved by the City. The Organization shall make such records available for inspection by the City at any time upon demand and shall submit such records to whomever the City may designate hereafter for the purpose of auditing such records.

3. In the event the Organization should mishandle the expenditure of funds as provided herein, such action will be considered a breach of this Agreement, and any unexpended funds as provided by this Agreement, from the date of notice by the City, shall immediately revert back to the City and the Organization shall immediately deliver such unexpended funds to the City.

4. This Agreement may be canceled by either party upon the giving of thirty (30) days written notice of cancellation to the other. Upon cancellation, any unexpended funds as provided by this Agreement, from the date of notice of cancellation, shall immediately revert back to the City and the Organization shall immediately deliver such unexpended funds to the City.

H. It is further understood and agreed by both parties that the Organization and any employee of the Organization is a separate entity from the City, the Organization and its employees are responsible for its actions, and the Organization agrees to indemnify and hold harmless the City from all fines, suits, proceedings, claims, demands, action, loss, and expense from liability of any kind whatsoever (including, but not limited to, attorney fees for costs incurred in litigation) and from any person whomsoever asserting the same arising or growing out of or in any way connected with the Organization's management, operation, and services.

I. The parties previously had in place Contract No. K-2425-82, as a Fund Disbursement Agreement. Upon approval and execution, this Contract No. K-2627-86 shall entirely supplant and replace Contract No. K-2425-82, which shall then be considered null and void by the Parties.

J. This Agreement shall commence upon the Effective Date and continue until a subsequent Funding Disbursement Agreement is executed between the parties.

Docusign Envelope ID: 3358739C-B101-8C92-822D-216DAFA616D6

K. There are no other terms, either express or implied, than those expressly stated herein.

L. In witness hereof, the parties hereto have executed this Agreement on the day first above written.

THE SOONER THEATRE OF NORMAN, INC.

Signed by
Catherine Anne Cape
5CB947BE76A3439...

President

ATTEST:

Signed by
Jerry Lessley
D2A1D90672424FF...

Secretary

THE CITY OF NORMAN

Approved by the Norman City Council this _____ day of _____, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form and legality by the office of the City Attorney this 6 day of October, 2026.

_____
City Attorney

Certificate Of Completion

Envelope Id: 3358739C-B101-8C92-822D-216DAFA616D6
Status: Completed
Subject: Complete with Docusign: K-2627-86 Fund Disbursement Agreement - Sooner Theatre.docx
Source Envelope:
Document Pages: 3
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Mekke Burleson
211 N Robinson Ave.
Suite 813d
Oklahoma City, OK 73102-7176
mekke.burleson@mcafeetaft.com
IP Address: 70.168.224.58

Record Tracking

Status: Original
10/2/2026 3:45:21 PM

Holder: Mekke Burleson
mekke.burleson@mcafeetaft.com

Location: DocuSign

Signer Events	Signature	Timestamp
Catherine Anne Cape anne.cape@mcafeetaft.com Security Level: Email, Account Authentication (None), Digital Certificate **Signature Provider Details:** Signature Type: DS Email (Client ID: 5cdd2566-cd0e-4f6f-8921-5c73afd124b1) Issuer: DocuSign Cloud Signing CA-US-Email Subject: CN=Catherine Anne Cape	Signed by: Catherine Anne Cape 5CB947BE76A3439... Signature Adoption: Pre-selected Style Using IP Address: 70.168.224.59 Certificate policy: [1]Certificate Policy: Policy Identifier=1.3.6.1.4.1.42482.2.1.1.4 [1,1]Policy Qualifier Info: Policy Qualifier Id=CPS Qualifier: https://www.docusign.com/trust/compliance/public-certificates	Sent: 10/2/2026 3:57:41 PM Viewed: 10/2/2026 4:20:47 PM Signed: 10/2/2026 4:21:13 PM
Electronic Record and Signature Disclosure: Accepted: 10/2/2026 4:20:47 PM ID: 9cfa8109-0a9a-4042-a51d-f721b1929dd7		
Jerry Lessley j.lessley01@gmail.com Security Level: Email, Account Authentication (None), Digital Certificate **Signature Provider Details:** Signature Type: DS Email (Client ID: 5cdd2566-cd0e-4f6f-8921-5c73afd124b1) Issuer: DocuSign Cloud Signing CA-US-Email Subject: CN=Jerry Lessley	DocuSigned by: Jerry Lessley D2A1D90672424FF... Signature Adoption: Pre-selected Style Using IP Address: 174.67.13.175 Certificate policy: [1]Certificate Policy: Policy Identifier=1.3.6.1.4.1.42482.2.1.1.4 [1,1]Policy Qualifier Info: Policy Qualifier Id=CPS Qualifier: https://www.docusign.com/trust/compliance/public-certificates	Sent: 10/2/2026 3:57:41 PM Viewed: 10/2/2026 4:00:24 PM Signed: 10/2/2026 4:01:21 PM
Electronic Record and Signature Disclosure: Accepted: 10/2/2026 4:00:24 PM ID: e43f6373-5c00-48d7-ba97-cb2f2e05d4dd		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Nancy Coggins nancy@soonertheatre.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/2/2026 3:57:42 PM Viewed: 10/2/2026 4:15:21 PM
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	10/2/2026 3:57:42 PM
Certified Delivered	Security Checked	10/2/2026 4:00:24 PM
Signing Complete	Security Checked	10/2/2026 4:01:21 PM
Completed	Security Checked	10/2/2026 4:21:13 PM
Payment Events	**Status**	**Timestamps**

Electronic Record and Signature Disclosure

File Attachments for Item:

36. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-87: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE PERFORMING ARTS STUDIO, INC., D/B/A THE DEPOT IN THE AMOUNT OF $61,188.00 TO ASSIST WITH THE OPERATION OF THE DEPOT. (WARD 4)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-87: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE PERFORMING ARTS STUDIO, INC., D/B/A THE DEPOT IN THE AMOUNT OF $61,188.00 TO ASSIST WITH THE OPERATION OF THE DEPOT. (WARD 4)

BACKGROUND:

During the budgeting process for fiscal year 2026-2027 (FYE 2027), the City Council allocated an amount of $380,043.00 to contribute to Arts, Culture, and Event Organizations, with individual distributions from said allocation to be issued by the Board of Parks Commissioners (the "Board") at their regularly scheduled meeting in August of each year. Organizations are required to apply to the Board for funding disbursements and demonstrate the extent of financial support requested for the upcoming funding year. One such organization was the Performing Arts Studio, Inc., D/B/A The Depot, and the Board approved a disbursement of $61,188.00 at its October 1, 2026, meeting.

DISCUSSION:

The FYE 2027 Funding Disbursement Agreement (the "Agreement"), which comes before Council at this time, is the same basic form agreement for all organizations. The Agreement provides that The Depot will use City funds of $61,188.00 to assist with the operation of The Depot, including support for utilities costs, and to perform arts programming, cultural activities, and public instruction for the Norman community at such location.

The Agreement includes a reporting procedure by the organization to the Council of expenditures of the funds in an amount not to exceed $61,188.00. The Agreement also provides for cancellation by either party with thirty (30) days' written notice. Specifically, it provides for the cancellation and return of any unexpended funds should the agency fail to use the funds for their intended purpose, or if the organization is dissolved or ceases to exist at any time during the contract period.

RECOMMENDATION:

Staff recommends that the Funding Disbursement Agreement submitted herewith be approved. Funds in the amount of $61,188.00 .00 should be disbursed from Park Board Miscellaneous Services-Contributions (account number 10770284-44741).

FUNDING DISBURSEMENT AGREEMENT

This Agreement is made and entered into on the 8th day of October, 2026 (the "Effective Date"), by and between the City of Norman, Oklahoma, a municipal corporation, ("City") and the Performing Arts Studio, Inc., D/B/A The Depot, ("Organization"), witnesseth:

A. WHEREAS, in Contract No. K-2627-32, the City leases the property described as the Performing Arts Studio, Inc., D/B/A The Depot (the "Depot"), located at 200 South Jones Avenue, Norman, Oklahoma, to the Organization at a nominal cost in exchange for the Organization to provide performing arts programming, cultural activities, and public instruction for the Norman community at the Depot; and

B. WHEREAS, the Organization desires to provide said performing arts programming, cultural activities, and public instruction to the community at the Depot; and

C. WHEREAS, pursuant to Contract No. K-2627-32, the Organization desires to secure supportive funding to aid in the operational and utilities costs of the Depot; and

D. WHEREAS, on October 1, 2026, the Board of Parks Commissioners approved the allocation of supportive funding in the amount of $61,188.00 to the Organization for the purposes outlined in this Agreement;

E. THAT IN CONSIDERATION for the performance by the Organization of the covenants and agreements as specified herein, the City covenants and agrees:

1. To disperse to the Organization the sum of Sixty-One Thousand, One Hundred and Eighty-Eight and 00/100 Dollars ($61,188.00) to be used to assist in operation, including costs of utilities, of the Depot's arts and crafts services and education. Said funds shall be used for such purpose and for no other purpose.

2. It is the intent of the City that the amount of funds dispersed be used as provided in the request attached hereto marked Exhibit "A" and made a part hereof.

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

1. That the Organization is a 501(c)(3) organization operating in accordance with the Internal Revenue Service regulations.

2. To expend funds granted by the City only for the purposes as listed above in Section E.

3. To allow a representative of the City to hold an ex-officio position on the Organization's Board of Directors.

4. To provide a written report, as required by Lease Agreement K-2627-32, on the activities of the Organization to the City no later than August 1 of every year. Said report shall also include documentation that the funds provided herein were spent solely for the purposes listed above in Section E, which are to benefit the citizens of the City.

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

1. In the event the Organization is dissolved, all such funds not yet expended for the purposes provided herein shall immediately revert back to the City and the Organization shall immediately deliver such unexpended funds to the City.

2. The Organization agrees to keep accurate records of all receipts and collections of its income in a manner approved by the City. The Organization shall make such records available for inspection by the City at any time upon demand and shall submit such records to whomever the City may designate hereafter for the purpose of auditing such records.

3. In the event the Organization should mishandle the expenditure of funds as provided herein, such action will be considered a breach of this Agreement, and any unexpended funds as provided by this Agreement, from the date of notice by the City, shall immediately revert back to the City and the Organization shall immediately deliver such unexpended funds to the City.

4. This Agreement may be canceled by either party upon the giving of thirty (30) days written notice of cancellation to the other. Upon cancellation, any unexpended funds as provided by this Agreement, from the date of notice of cancellation, shall immediately revert back to the City and the Organization shall immediately deliver such unexpended funds to the City.

H. It is further understood and agreed by both parties that the Organization and any employee of the Organization is a separate entity from the City, the Organization and its employees are responsible for its actions, and the Organization agrees to indemnify and hold harmless the City from all fines, suits, proceedings, claims, demands, action, loss, and expense from liability of any kind whatsoever (including, but not limited to, attorney fees for costs incurred in litigation) and from any person whomsoever asserting the same arising or growing out of or in any way connected with the Organization's management, operation, and services.

I. The parties previously had in place Contract No. K-2425-43, as a Fund Disbursement Agreement. Upon approval and execution, this Contract No. K-2627-87 shall entirely supplant and replace Contract No. K-2425-43, which shall then be considered null and void by the Parties.

J. This Agreement shall commence upon the Effective Date and continue until a subsequent Funding Disbursement Agreement is executed between the parties.

K. There are no other terms, either express or implied, than those expressly stated herein.

L. In witness hereof, the parties hereto have executed this Agreement on the day first above written.

PERFORMING ARTS STUDIO, INC., D/B/A THE DEPOT

David O. Whitaker
President + Board Chairman

ATTEST:

Secretary

THE CITY OF NORMAN

Approved by the Norman City Council this _____ day of _____, 2026.

Mayor

ATTEST:

City Clerk

Approved as to form and legality by the office of the City Attorney this 2 day of October, 2026.

City Attorney

File Attachments for Item:

37. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-88: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE CLEVELAND COUNTY HISTORICAL SOCIETY IN THE AMOUNT OF $62,500.00 TO ASSIST WITH THE OPERATION OF THE CLEVELAND COUNTY HISTORICAL SOCIETY. (WARD 4)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-88: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE CLEVELAND COUNTY HISTORICAL SOCIETY IN THE AMOUNT OF $62,500.00 TO ASSIST WITH THE OPERATION OF THE CLEVELAND COUNTY HISTORICAL SOCIETY. (WARD 4)

BACKGROUND:

During the budgeting process for fiscal year 2026-2027 (FYE 2027), the City Council allocated an amount of $380,043.00 to contribute to Arts, Culture, and Event Organizations, with individual distributions from said allocation to be issued by the Board of Parks Commissioners (the "Board") at their regularly scheduled meeting in August of each year. Organizations are required to apply to the Board for funding disbursements and demonstrate the extent of financial support requested for the upcoming funding year. One such organization was the Cleveland County Historical Society, and the Board approved a disbursement of $62,500.00 at its October 1, 2026, meeting.

DISCUSSION:

The FYE 2027 Funding Disbursement Agreement (the "Agreement"), which comes before Council at this time, is the same basic form agreement for all organizations. The Agreement provides that the Cleveland County Historical Society will use City funds of $62,500.00 to assist with the operation of the Cleveland County Historical Society, including support for utilities costs, and to offer specialized research, preservation, and educational informational services dealing with local history at the Cleveland County Historical Society Museum to the community at such location.

The Agreement includes a reporting procedure by the organization to the Council of expenditures of the funds in an amount not to exceed $62,500.00. The Agreement also provides for cancellation by either party with thirty (30) days' written notice. Specifically, it provides for the cancellation and return of any unexpended funds should the agency fail to use the funds for the purpose for which they are intended, or if the organization is dissolved or ceases to exist at any time during the contract period.

RECOMMENDATION:

Staff recommends that the Funding Disbursement Agreement submitted herewith be approved. Funds in the amount of $62,500.00 should be disbursed from Park Board Miscellaneous Services-Contributions (account number 10770284-44741).

FUNDING DISBURSEMENT AGREEMENT

This Agreement is made and entered into on the _____ day of _____, 2026 (the "Effective Date"), by and between the City of Norman, Oklahoma, a municipal corporation, ("City") and the Cleveland County Historical Society, ("Organization"), witnesseth:

A. WHEREAS, in Contract No. K-2526-27, the City leases the property described as the Moore-Lindsay Historical House Museum (the "Museum"), located at 508 North Peters Street and 123 Beal Street, Norman, Oklahoma, to the Organization at a nominal cost in exchange for the Organization to offer specialist research, preservation, and educational informational services dealing with local history at the Museum; and

B. WHEREAS, the Organization desires to provide said specialist research, preservation, and educational informational services dealing with local history at the Museum; and

C. WHEREAS, pursuant to Contract No. K-2526-27, the Organization desires to secure supportive funding to aid in the operational and utilities costs of the Museum; and

D. WHEREAS, on October 1, 2026, the Board of Parks Commissioners approved the allocation of supportive funding in the amount of $62,500.00 to the Organization for the purposes outlined in this Agreement;

E. THAT IN CONSIDERATION for the performance by the Organization of the covenants and agreements as specified herein, the City covenants and agrees:

1. To disperse to the Organization the sum of Sixty-Two Thousand, Five Hundred and 00/100 Dollars ($62,500.00) to be used to assist in operation, including costs of utilities, of the Museum's above-mentioned services. Said funds shall be used for such purpose and for no other purpose.

2. It is the intent of the City that the amount of funds dispersed be used as provided in the request attached hereto marked Exhibit "A" and made a part hereof.

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

1. That the Organization is a 501(c)(3) organization operating in accordance with the Internal Revenue Service regulations.

2. To expend funds granted by the City only for the purposes as listed above in Section E.

3. To allow a representative of the City to hold an ex-officio position on the Organization's Board of Directors.

4. To provide a written report, as required by Lease Agreement K-2526-27, on the activities of the Organization to the City no later than August 1 of every year. Said report shall also include documentation that the funds provided herein were spent solely for the purposes listed above in Section E, which are to benefit the citizens of the City.

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

1. In the event the Organization is dissolved, all such funds not yet expended for the purposes provided herein shall immediately revert back to the City and the Organization shall immediately deliver such unexpended funds to the City.

2. The Organization agrees to keep accurate records of all receipts and collections of its income in a manner approved by the City. The Organization shall make such records available for inspection by the City at any time upon demand and shall submit such records to whomever the City may designate hereafter for the purpose of auditing such records.

3. In the event the Organization should mishandle the expenditure of funds as provided herein, such action will be considered a breach of this Agreement, and any unexpended funds as provided by this Agreement, from the date of notice by the City, shall immediately revert back to the City and the Organization shall immediately deliver such unexpended funds to the City.

4. This Agreement may be canceled by either party upon the giving of thirty (30) days written notice of cancellation to the other. Upon cancellation, any unexpended funds as provided by this Agreement, from the date of notice of cancellation, shall immediately revert back to the City and the Organization shall immediately deliver such unexpended funds to the City.

H. It is further understood and agreed by both parties that the Organization and any employee of the Organization is a separate entity from the City, the Organization and its employees are responsible for its actions, and the Organization agrees to indemnify and hold harmless the City from all fines, suits, proceedings, claims, demands, action, loss, and expense from liability of any kind whatsoever (including, but not limited to, attorney fees for costs incurred in litigation) and from any person whomsoever asserting the same arising or growing out of or in any way connected with the Organization's management, operation, and services.

I. The parties previously had in place Contract No. K-2324-42, as a Fund Disbursement Agreement. Upon approval and execution, this Contract No. K-2627-88 shall entirely supplant and replace Contract No. K-2324-42, which shall then be considered null and void by the Parties.

J. This Agreement shall commence upon the Effective Date and continue until a subsequent Funding Disbursement Agreement is executed between the parties.

K. There are no other terms, either express or implied, than those expressly stated herein.

L. In witness hereof, the parties hereto have executed this Agreement on the day first above written.

THE CLEVELAND COUNTY HISTORICAL SOCIETY

Riley Million
Riley Million (Oct 2, 2026 20:13:51 CDT)
President

ATTEST:

Carley Veal
Carley Veal (Oct 3, 2026 09:11:18 CDT)
Secretary

THE CITY OF NORMAN

Approved by the Norman City Council this _____ day of _____, 2026.

Mayor

ATTEST:

City Clerk

Approved as to form and legality by the office of the City Attorney this 6 day of October, 2026.

City Attorney

File Attachments for Item:

38. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2627-93: A CONTRACT BETWEEN THE CITY OF NORMAN AND ARCHITECTS DESIGN GROUP, L.L.C., FOR FACILITY CONDITION ASSESSMENTS AND SPATIAL NEEDS ASSESSMENTS FOR THE POLICE DEPARTMENT IN THE AMOUNT OF $ 282,900, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT. (WARD 4)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: Norman Police Department

PRESENTER: Major Chad Vincent

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2627-93: A CONTRACT BETWEEN THE CITY OF NORMAN AND ARCHITECTS DESIGN GROUP, L.L.C., FOR FACILITY CONDITION ASSESSMENTS AND SPATIAL NEEDS ASSESSMENTS FOR THE POLICE DEPARTMENT IN THE AMOUNT OF $ 282,900, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT. (WARD 4)

BACKGROUND:

The City of Norman has experienced a significant amount of growth and development in recent years, and is anticipated to experience additional growth in the future. In response to such growth, the City has undertaken a number of initiatives over the last 15 years, including obtaining voter approval for a permanent additional sales tax (“PSST”) to fund certain public safety needs, including capital equipment, an Emergency Communications and Operations Center, and a number of new additions to both the police and fire department staff. At its current level, PSST fund revenues are not sufficient to fund additional staffing and facility needs.

In 2023, the City contracted with Matrix Consulting Group to complete a public safety allocation study. This study was presented to Council in 2025. Norman’s Fire Department completed additional work with Matrix Consulting in 2026 to evaluate future facility needs, locations, and to develop cost estimates. The Police Department separately issued a Request for Proposal for a Space Needs Assessment (“RFP”). At its meeting on September 22, 2026, the City Council appointed the Ad Hoc Public Safety Planning and Funding Committee to work for 12 months evaluating these existing and proposed studies to develop a long-term funding recommendation for Council to consider. Contract K-2627-93 is the result of the Request for Proposal for the Police Space Needs Assessment and will be considered by the Ad Hoc committee as part of its review process.

DISCUSSION:

Following receipt of proposals in response to the RFP, the City interviewed several teams to determine which would be the best fit and most qualified for this project and Architects Design Group, L.L.C., (“ADG”) was selected as the best proposer. ADG is an architectural design firm

out of Winter Park, Florida that specializes solely in the design of public safety, law enforcement, fire-rescue, emergency operations centers, public safety training, criminal justice and civic facilities. ADG recently served as the architect of record for the construction of the City's Emergency Communications and Operations Center and staff was very pleased with the process and result. During ADG's interview with Staff for the RFP, it became clear that the City would benefit from a more holistic planning effort. After working with Facilities staff, a scope of services was developed that meets the more intensive evaluation needs of the Police Department, while ensuring the Municipal Campus and other municipal sites are planned in conjunction with the Police Department.

Contract K-2627-93 is a standard form contract that meets the contracting requirements of the City. Exhibit A details the scope of services. For the Municipal Master Planning Scope, a high-level evaluation of city-owned properties is anticipated to ensure sufficient and appropriate space for anticipated future growth. The Police Department Scope is more intensive, and will include Site Analysis, Master Planning, Conceptual Building design, Community Outreach program implementation (if requested) and Design/Engineering Services. Exhibit B details some of the baseline information ADG will need for its assessment. Exhibit C describes the fee for these services, which totals $261,900 plus up to an additional $21,000 to cover for reimbursable expenses. The project is anticipated to take 6 – 8 months; ADG is aware of the Ad Hoc Public Safety Planning and Funding Committee's timeline for review of the information in order to make a recommendation to Council.

Funding for this Contract will come from two sources, namely a transfer of $100,000 from the Municipal Complex Renovation (Project BG0075, Account 50196644-46101 Construction) and an appropriation of $182,900 from Capital Fund Balance (Account 50-29000). These funds will be deposited into Police Department Space Assessment (Project BG0109, Account 50593388-46201 Design).

RECOMMENDATION NO 1:

Staff recommends Council approval of Contract K-2627-93.

RECOMMENDATION NO 2:

Staff recommends an appropriation of $182,900 from Capital Fund Balance (Account 50-29000) and a transfer of $100,000 from Muni Complex Renovation (Project BG0075, Account 50196644-46101 Construction), the total of $282,900 go to Police Department Space Assessment (Project BG0109, Account 50593388-46201 Design).

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Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Seventh day of October in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Norman
201 W Gray St
Norman, OK 73069
405-366-5406

and the Architect:
(Name, legal status, address and other information)

Architects Design Group / ADG, LLC
PO Box 1210
Winter Park, FL 32790
407.647.1706

for the following Project:
(Name, location and detailed description)

City of Norman, OK Police Department:
Norman Police Department Facility Condition Assessment and Spatial Needs Assessment
112 W Daws Street
Norman, Oklahoma 73069
The project is to evaluate the current condition and suitability of NPD headquarters and to develop data-driven recommendations that will guide long-term planning, operational efficiency, and future facility investments to support a modern, community-oriented police service over a 20-year planning horizon.

City of Norman, OK Municipal Facilities:
Norman Municipal Facility Assessments and Spatial Needs Assessments
City Hall: 201 West Gray Street, Norman, Oklahoma 73069
Development Center: 225 N. Webster Avenue, Norman, Oklahoma 73069
Municipal Court: 321 Webster Avenue, Norman, Oklahoma 73069
City-owned Properties: presently leased to tenants, Norman, Oklahoma 73069

The project is to evaluate the current condition and suitability of the existing City-owned facilities listed above and to develop data-driven master-plan recommendations that will guide long-term planning, operational efficiency, building connectivity, and future facility investments to support a modern, community-oriented municipal plan over a 20-year planning horizon.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Please see detailed Scope of Services listed in Exhibit A; Scope of Services, dated October 5, 2026.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

TBD

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

TBD

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

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.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

TBD

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

TBD

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Darrel Pyle
201 W Gray St
Norman, OK 73069
(405)366-5402

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Ian Reeves or Rodney McManus
PO Box 1210
Winter Park, FL 32790
407-647-1706

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

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(List name, address, and other contact information.)

Rodney McManus
PO Box 1210
Winter Park, FL 32790
4076471706
rodneym@adgusa.org

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural / Civil Engineer and Landscape Architect:

Wallace Design Collective
410 North Walnut Avenue Suite 200
Oklahoma City, OK 73104
405-236-5858

.2 Mechanical Engineer:

Allen Consulting Incorporated
Heath Q. McKee, PE
110 N Mercedes Drive Suite 100
Norman, OK 73069-6578
405-447-2282

.3 Electrical Engineer:

Allen Consulting Incorporated
Heath Q. McKee, PE
110 N Mercedes Drive Suite 100
Norman, OK 73069-6578
405-447-2282

§ 1.1.11.2 Other Consultants retained :

Security and Technology Consultant:
TLC Engineering Solutions
Taw North, RCDD
255 S Orange Ave, Suite 1600
Orlando, FL 32801
407-487-1413

Cost Estimator:
Cardinal Advisors
Andy Rine, CCNA
1900 NW 22nd
Oklahoma City, OK 73106
405-820-339

Associate Architect:
MA+ Architecture
4000 N Classen Blvd
#100N
Oklahoma City, OK 73118
(405) 525-8806

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§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per claim and ($) in the

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aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES ***- THESE SERVICES ARE NOT INCLUDED IN THIS CONTRACT***

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the

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Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

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§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;
.2 organizing and conducting a pre-bid conference for prospective bidders;
.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
.2 organizing and participating in selection interviews with prospective contractors;
.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the

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Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

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§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation

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required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES - *THESE SERVICES ARE NOT INCLUDED IN THIS CONTRACT*

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	**Responsibility** *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	

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§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- **.1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- **.2** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- **.3** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- **.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- **.5** Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- **.6** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- **.7** Preparation for, and attendance at, a public presentation, meeting or hearing;
- **.8** Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- **.9** Evaluation of the qualifications of entities providing bids or proposals;
- **.10** Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- **.11** Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the

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Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 ( ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 ( ) visits to the site by the Architect during construction

.3 ( ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 ( ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and

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resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design,

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bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- **.5** implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service

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under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the

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Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

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§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Exhibit C: Fees and Hourly Rates, dated Occtober 5, 2026.

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- **.1** Transportation and authorized out-of-town travel and subsistence;
- **.2** Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- **.3** Permitting and other fees required by authorities having jurisdiction over the Project;
- **.4** Printing, reproductions, plots, and standard form documents;
- **.5** Postage, handling, and delivery;
- **.6** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- **.7** Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- **.8** If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- **.9** All taxes levied on professional services and on reimbursable expenses;
- **.10** Site office expenses;
- **.11** Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- **.12** Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 Building Information Modeling Exhibit, if completed:

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A: Scope of Services, dated October 5, 2026
Exhibit B: Information Requested, dated October 5, 2026
Exhibit C: Fees and Hourly Rates, dated October 5, 2026
Exhibit D: Project Schedule, dated October 5, 2026

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

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User Notes: (6a7ca54a964050bada972388)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
BY: Stephen Tyler Holman, Mayor	BY: Rodney McManus, LEED AP
(Printed name and title)	*(Printed name, title, and license number if required)*

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Additions and Deletions Report for
AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:40:56 EDT on 10/07/2026.

Changes to original AIA text

PAGE 1

The project is to evaluate the current condition and suitability of NPD headquarters and to develop data-driven recommendations that will guide long-term planning, operational efficiency, and future facility investments to support a modern, community-oriented police service over a 20-year planning horizon.

City of Norman, OK Municipal Facilities:
Norman Municipal Facility Assessments and Spatial Needs Assessments
City Hall: 201 West Gray Street, Norman, Oklahoma 73069
Development Center: 225 N. Webster Avenue, Norman, Oklahoma 73069
Municipal Court: 321 Webster Avenue, Norman, Oklahoma 73069
City-owned Properties: presently leased to tenants, Norman, Oklahoma 73069

The project is to evaluate the current condition and suitability of the existing City-owned facilities listed above and to develop data-driven master-plan recommendations that will guide long-term planning, operational efficiency, building connectivity, and future facility investments to support a modern, community-oriented municipal plan over a 20-year planning horizon.

PAGE 5

.1 Structural / Civil Engineer and Landscape Architect:

§ 1.1.11.2 Other Consultants retained ~~under Supplemental Services~~:

PAGE 7

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES ***- THESE SERVICES ARE NOT INCLUDED IN THIS CONTRACT***

PAGE 12

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES ***- THESE SERVICES ARE NOT INCLUDED IN THIS CONTRACT***

PAGE 20

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~~§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:~~
~~*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*~~

~~§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:~~
~~*(Insert amount of, or basis for, compensation.)*~~

~~§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:~~
~~*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*~~

~~§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:~~

~~Schematic Design Phase~~	~~Twenty percent (20.00 %)~~
~~Design Development Phase~~	~~Thirty percent (30.00 %)~~
~~Construction Documents Phase~~	~~Twenty-Five percent (25.00 %)~~
~~Procurement Phase~~	~~Five percent (5.00 %)~~
~~Construction Phase~~	~~Twenty percent (20.00 %)~~
~~Total Basic Compensation~~	~~one hundred percent (100.00 %)~~

Variable Information

PAGE 1

AGREEMENT made as of the Seventh day of October in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

City of Norman

201 W Gray St
Norman, OK 73069

405-366-5406

Architects Design Group / ADG, LLC

PO Box 1210
Winter Park, FL 32790

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407.647.1706

City of Norman, OK Police Department:
Norman Police Department Facility Condition Assessment and Spatial Needs Assessment

112 W Daws Street
Norman, Oklahoma 73069

The project is to evaluate the current condition and suitability of NPD headquarters and to develop data-driven recommendations that will guide long-term planning, operational efficiency, and future facility investments to support a modern, community-oriented police service over a 20-year planning horizon.

City of Norman, OK Municipal Facilities:
Norman Municipal Facility Assessments and Spatial Needs Assessments
City Hall: 201 West Gray Street, Norman, Oklahoma 73069
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The project is to evaluate the current condition and suitability of the existing City-owned facilities listed above and to develop data-driven master-plan recommendations that will guide long-term planning, operational efficiency, building connectivity, and future facility investments to support a modern, community-oriented municipal plan over a 20-year planning horizon.

PAGE 3

Please see detailed Scope of Services listed in Exhibit A; Scope of Services, dated October 5, 2026.

TBD

TBD

TBD

PAGE 4

TBD

TBD

TBD

TBD

TBD

Darrel Pyle

201 W Gray St
Norman, OK 73069

(405)366-5402

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Ian Reeves or Rodney McManus
PO Box 1210
Winter Park, FL 32790
407-647-1706

PAGE 5

Rodney McManus

PO Box 1210
Winter Park, FL 32790

4076471706

rodneym@adgusa.org

Wallace Design Collective

410 North Walnut Avenue Suite 200
Oklahoma City, OK 73104

405-236-5858

Allen Consulting Incorporated

Heath Q. McKee, PE

110 N Mercedes Drive Suite 100
Norman, OK 73069-6578

405-447-2282

Allen Consulting Incorporated

Heath Q. McKee, PE

110 N Mercedes Drive Suite 100
Norman, OK 73069-6578

405-447-2282

Security and Technology Consultant:
TLC Engineering Solutions
Taw North, RCDD
255 S Orange Ave, Suite 1600
Orlando, FL 32801
407-487-1413

Cost Estimator:
Cardinal Advisors
Andy Rine, CCNA
1900 NW 22nd
Oklahoma City, OK 73106
405-820-339

Associate Architect:

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MA+ Architecture
4000 N Classen Blvd
#100N
Oklahoma City, OK 73118
(405) 525-8806

PAGE 6

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per claim and ($) in the aggregate.

PAGE 17

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

PAGE 21

Exhibit C: Fees and Hourly Rates, dated Occtober 5, 2026.

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

PAGE 22

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A: Scope of Services, dated October 5, 2026
Exhibit B: Information Requested, dated October 5, 2026
Exhibit C: Fees and Hourly Rates, dated October 5, 2026
Exhibit D: Project Schedule, dated October 5, 2026

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Rodney McManus, LEED AP, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:40:56 EDT on 10/07/2026 under Order No. 20240089170 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

Senior Vice President - Director of Operations

(Title)

October 9, 2026

(Dated)

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EXHIBIT "A"
Scope of Services
Norman PD and Municipal Complex Master Plan
Norman, Oklahoma
ADG Project No. 1138-1.21
October 5, 2026

General Description:

City of Norman Police Department Scope - The project, and related Scope of Services, is generally described as the determination of future facility needs relating to the current police facility, including a Spatial Needs Assessment, Site Analysis, Master Planning, Conceptual Building Design, Community Outreach Program Implementation (if requested), Design/Engineering for the following City of Norman Police Department:

- **Patrol**
- **Crime Scene / Property & Evidence**
- **Community Outreach**
- **Records**
- **Investigations**
- **Administration**
- **Training Space (Multi-Purpose Training Room, DT & Physical Agility)**
- **Future Facilities (TBD)**
- **Any other Municipal Departments (presently located in facilities other than the PD)**
- **Secured Staff and Public Parking Requirements**

The new, critically hardened police facility will be programmed to accommodate staff growth to the Year 2037 and 2047.

City of Norman Municipal Master Planning Scope - In addition to planning the police facility, the City of Norman has requested that we review all of the city-owned properties along with the various city departments to identify their spatial needs as well as the connections to other buildings. The goal is to improve the connections and circulation paths in the area to create an efficient and connected municipal campus. These buildings include:

- **City Hall - 201 West Gray Street**
- **Development Center – 225 N. Webster Avenue**
- **Municipal Court – 321 Webster Avenue**
- **City-owned Property which is presently leased to tenants**

Phase I: Pre-Design/Planning Services:

I-**A:** **Evaluation of Existing Facilities:** We understand that the present police department building will not be adequate for renovation to meet the required building codes to achieve a "essential facility" classification, and we also understand that the other municipal facilities, outlined above, have been fairly recently renovated, therefore the building evaluations will be catered to this information. As part of the predesign planning process, the Design Team will conduct a visual, non-invasive evaluation of the existing City facilities that may be reused:

- Photographically document each building
- Further elaborate the required improvements necessary for extended use
- Review all facilities to determine any operational constraints and physical deficiencies

- Conduct a site analysis documenting the size and the location of primary features, such as buildings, paved areas, major landscape elements, environmental jurisdictional limits, site security, and other physical aspects that potentially affect or impact upon current and future expansion of the facilities

I-B **Detailed Spatial Needs Assessment for the existing Police Facility:** Review the existing Resource Allocation Study, prepared by Matrix Consulting Group, dated January 31, 2025 and work with the PD to confirm information outlined is still valid and to also forecast the PD needs to the year 2047.

Based on the information vetted, prepare a spatial needs assessment to confirm the building program required for all functions that will operate out of the proposed police facility. This report will include a room-by-room assessment of each operational space necessary to serve the functions of the departments. The task provides the following important elements of the planning process:

- Identifies and documents deficiencies in the existing building and support facilities
- Provides a detailed space-by-space definition of the elements for each department. It also includes projections for potential future needs to produce a total building area recommendation
- Information Gathering and Data Collection: The design team will analyze data obtained from the departments contained in the Norman PSF, including current copies of departmental organizational structures and future staffing needs. Data collection gathers population and demographic statistics useful in the beginning to project future needs like service levels, call volumes, response metrics, population growth, development trends, specialty units, accreditation requirements, and technology trends. Data collection gathers population and demographic statistics useful in the beginning to project future needs.
- Staff Questionnaire: During this task, our team will prepare and distribute a detailed questionnaire (survey) to staff leaders. The questionnaire serves two important objectives. First, it documents important information formulated from facility user input. Secondly, it begins the formal process during which the users begin to think critically about their current facilities and what appropriate facilities should be to best serve the needs of the city.
- On-Site Interviews: Our team will meet one-on-one with city staff and Norman PSF facility users to gain a detailed understanding of entity functions and general spatial requirements anticipated to be accommodated by the project. We will record in detail what the needs are for each space and will assist personnel in achieving a deeper understanding of how each of the departments function. Virtual meetings can be held afterward to clarify any information and finalize this task.
- Crunching the Numbers: Once a clear understanding of the daily operations is achieved, our team will quantify the space needed in terms of actual square footage. We will then list the individual space by divisions in each department. The space is listed by current square footage needs and at least two subsequent future phases of potentially increased square footage needs, to accommodate change over a minimum 50-year life of the building. The tabulation of space

needs will be distributed in draft form to allow a detailed review by the city's internal project management team.

- Spatial Needs Assessment Draft Report: A thorough analysis of all the information obtained will result in a detailed report. The team will prepare an analysis of the routine operations of each department to fully understand their function, operation, respective interaction, relationship, and adjacency priorities. The information during this task will be provided in a draft report and dispersed to project stakeholders for review and comments before the final spatial needs assessment is completed.

I-C **Detailed Spatial Needs Assessment for Municipal Facilities:** Similar to the scope of work outlined above in I-B, we will prepare a spatial needs assessment to confirm the building program required for the city departments that operate out of the other existing city facilities. This assessment will outline the needs for City Departments located in the other building (other than the PD) in the municipal complex.

I-D: **Preliminary Technology Assessment:** The A/E team will work with the City's Project team, including the IT staff, to prepare a preliminary assessment of the existing systems, as they pertain to the needs of the primary facility, if requested by the client. This includes documentation of all existing information systems, radio, audio/visual, and security technologies. We will also provide recommendations for existing systems migration and/or replacement.

I-E: **Site Identification / Selection Analysis:** As one of the goals of this study is to understand if the 112 W. Daws Street Property and parking lot can accommodate either a renovation / expansion option or a new-build option, we will first gather information on the existing site.

Site Analysis & Preliminary Site Planning: During the site analysis phase, our team will obtain to the extent possible for the 112 W. Daws Street property: existing aerial photographs, city maps, legal description, and surveys to assist in documenting the size and the location of primary features, such as buildings, paved areas, major landscape elements, easements, environmental jurisdictional limits, and other physical aspects that potentially affect or impact upon the proposed development of the facility. The team will obtain documentation through the city's land development ordinance relative to codes and / or development requirements including criteria relative to build-able area, height limitations, parking requirements, provision of utilities, storm water retention and disposal, environmental issues, soil contamination, landscape requirements, setbacks, and similar factors which may potentially impact upon expansion capability and land usage.

Conceptual Site Test Fit Options: We will utilize the site information gathered to create high-level conceptual site blocking diagrams for the 112 W. Daws Street property site to ensure it can adequately accommodate the future needs of Norman PSF entities.

Additional Sites for a New Build Option: Our team will assist with evaluating potential site candidates (up to 3 sites) for a new-build option. To do this, we will gather a list of site candidates from the city, analyze the sites, and develop a site selection matrix of critical site characteristics

affecting the suitability for the police facility. The matrix provides unbiased weighted criteria to determine the most suitable site for development.

If a new site is selected, our team has the ability to develop high-level internal division adjacencies, overall building adjacencies, and site adjacencies as an additional scope item. This allows staff to visualize the layout to ensure the coordinating units are located next to each other for the most efficient workflow possible.

Site Selection Report: At the end of this phase, our team will provide a draft report detailing all site candidates in order for the city to make an informed decision on what site would work best for the project.

I-F: **Site Analysis:** For the selected site, use all existing surveys and/or geotechnical information available to verify that all of the existing aerial and underground utilities, buffer zones, stormwater management requirements, etc. are reflected properly. Our team will implement the principles of CPTED (Crime Prevention Through Environmental Design), as ADG is a long-standing member of the ICA (International CPTED Association). Our aim is to effectively address the community's needs by considering this possibility, ensuring that our design not only meets current standards but also anticipates future requirements.

I-G: **Conceptual Architectural Site Planning for Police Facility:** Once a development option has been selected (adaptive reuse of 112 W. Daws Street vs. new), our team will develop a detailed conceptual master planning document of the chosen option identifying:

- Phasing plan
- Placement of existing buildings
- Areas of potential expansion for future needs
- Location and general configuration of any new site or building elements
- Staging area for emergency events
- Environmentally sensitive areas
- Ability to apply principles of CPTED
- Location of vehicle access, egress, and parking
- Vehicle parking areas for the secured and public access areas
- Site security
- Natural vegetation area designed for storm-water retention / detention
- Utility access and distribution

I-H: **Conceptual Architectural Site Planning for Municipal Facilities:** Once a development option has been selected (adaptive reuse of 112 W. Daws Street vs. new), our team will develop a detailed conceptual master planning document of the chosen option identifying:

- Phasing plan
- Placement of existing buildings
- Areas of potential expansion for future needs
- Location and general configuration of any new site or building elements
- Staging area for emergency events
- Environmentally sensitive areas
- Ability to apply principles of CPTED
- Location of vehicle access, egress, and parking
- Vehicle parking areas for the secured and public access areas
- Site security
- Natural vegetation area designed for storm-water retention / detention
- Utility access and distribution

I-I: Conceptual Building Design For Police Facility: Once a development option has been selected (adaptive reuse of 112 W. Daws Street vs. new), the A/E team will develop a conceptual building design approach incorporating the information developed in the previous tasks. This effort will include the development of operational adjacency diagrams, updated engineering discipline narratives of anticipated construction methods, material selections, and systems selections, as approved by the city. It will also include conceptual massing and exterior elevation studies.

- Operational adjacency diagrams for the public safety facility and parking components will be developed. Our team will create detailed internal adjacencies, overall building adjacencies, and site adjacencies. This allows staff to visualize the layout to ensure the coordinating spaces are located next to each other for the most efficient workflow possible.
- This will include site plan refinements showing setbacks, parking and access / egress requirements, block diagrams / preliminary adjacency diagrams, 3-D massing diagrams, building elevations, and renderings. Our team will conduct interactive design meetings with city staff on the drafts. ADG will utilize this feedback to update the conceptual design imagery.
- Preliminary system selections: After the conceptual design is completed, our team will work with our civil, structural, MEP, technology, and interiors consultants to develop a narrative of preliminary system selections and construction techniques to assist our team's cost estimator in developing the turnkey costs for the building.
- Final design meeting: Our team will conduct an interactive design meeting to review the proposed master plan and conceptual design drawings. This meeting will include the design team, city's project manager, public safety user groups, planning, city management, as well as project stakeholders. The premise of this meeting will be to obtain consensus and agreement on conceptual site plans, departmental operational adjacency diagrams, building elevations,

and renderings. After feedback from the design meeting, our team will prepare revised drawings illustrative of the proposed solution and surrounding developments.

I-J: **Preliminary Opinion of Probable Development Cost:** A budget estimate will be prepared for the chosen option based upon the conceptual architectural master plan, site conditions, and descriptive narratives produced by each discipline including architecture, interior design, civil, structural, mechanical, electrical, plumbing, fire protection, and technology. The Opinion of Probable Costs can also be utilized to compare the costs of a renovation/addition scenario to a demolition/new build scenario. The Opinion of Probable Costs will include escalation for a 2028 build timeline. It can be used in the all-in budget for this project. We will also provide the city with a proposed schedule of design and construction durations to assist in deciding what the best development option is.

I-K: **Final Report & Presentation to the City of Norman:** The A/E team will provide two (2) representatives to present the Conceptual Design Package to the City.

EXHIBIT “B”
Information Requested
Norman PD and Municipal Complex Master Plan
Norman, Oklahoma
ADG Project No. 1138-1.21
October 5, 2026

The information that Architects Design Group (ADG) would need from the client in order to complete this project includes:

1. The client shall submit to the consultant, any existing documentation relative to the proposed sites that have been previously identified and investigated; including, but not limited to:

    1.1. Survey(s)
    1.2. Aerial maps
    1.3. Utility maps
    1.4. Floodplain maps
    1.5. Topographic maps
    1.6. Benchmark data
    1.7. Previous Site Geotechnical Studies (If available)

2. The client is to provide the Design Team with any existing land development regulations that the Design Team will need to comply with. The Design Team will also research / determine / confirm these regulations as well.

3. The client is to provide the Design Team with a list of the existing Permitting Agencies that will be involved in reviewing and/or permitting the project. The Design Team will also research / determine / confirm these agencies as well.

4. The client is to provide the Design Team with the City’s project management team composition, contact information, and chain of communications command.

EXHIBIT "C"
Fees and Hourly Rates
Norman PD and Municipal Complex Master Plan
Norman, Oklahoma
ADG Project No. 1138-1.21
October 5, 2026

Fee Allocation:
The following is the professional fee allocation for the various services defined in Exhibit "A".

1. **Summary:**

Phase One Services: Pre-Design Planning Services

1.1	I-A: Evaluation of Existing Facilities (PD & City-owned Facilities)	$ 23,400.00 *
1.2	I-B: Detailed Spatial Needs Assessment for Police Department	$ 28,500.00
1.3	I-C: Detailed Spatial Needs Assessment for Municipal Facilities/ Departments.	$ 23,400.00 *
1.4	I-D: Preliminary Technology Assessment	$ 10,500.00
1.5	I-E: Site Identification / Selection Analysis	$ 28,000.00
1.6	I-F: Site Analysis	$ 26,300.00
1.7	I-G: Conceptual Architectural Site Master Planning for Police Department	$ 28,100.00
1.8	I-H: Conceptual Architectural Site Master Planning for Municipal Facilities	$ 22,100.00
1.9	I-I: Conceptual Building Design for Police Department • Operational Adjacency Diagrams • Exterior Elevation Studies • Descriptive Narratives	$ 46,000.00
1.10	I-J: Preliminary Opinion of Probable Costs	$ 17,600.00
1.11	I-K: Final Report & Presentation to the City Commission	$ 8,000.00
1.12	**Phase I Total:**	**$ 261,900.00**
1.13	Phase I Reimbursable Expense Allowance:	$ 21,000.00

* Refers to the buildings on the municipal campus other than the Police Department, including:
- City Hall - 201 West Gray Street
- Development Center – 225 N. Webster Avenue
- Municipal Court – 321 Webster Avenue
- City-owned Property (which is presently leased to private tenants)

Services to be provided by the City if required:
1.14 I-K Geotechnical Engineering
1.15 I-L: Site Surveying
1.16 I-M: Subsurface Existing Utility Location

EXHIBIT "C"
Fees and Hourly Rates
Norman PD and Municipal Complex Master Plan
Norman, Oklahoma
ADG Project No. 1138-1.21
October 5, 2026

ARCHITECTS DESIGN GROUP, INC.
ADDITIONAL SERVICES HOURLY RATES

Effective 08/01/2026 through 07/31/2027

Per hour rates of the Architects, Interior Designers and other personnel are established as follows:

Principals	285.00/hr.
Studio Department Principals/Project Architects	265.00/hr.
Associates	220.00/hr.
Project Managers	220.00/hr.
Designers	185.00/hr.
Computer Draftsperson I	120.00/hr.
Computer Draftsperson II	140.00/hr.
Computer Supervisor	160.00/hr.
Threshold Inspector (Certified)	220.00/hr.
Construction Administrators	165.00/hr.
Specification Writer	140.00/hr.
Senior Draftsperson	140.00/hr.
Draftsperson I	120.00/hr.
Draftsperson II	130.00/hr.
Accounting Services	100.00/hr.
Administrative Support	80.00/hr.
Graphic Designer	90.00/hr.
Interior Design Principal	270.00/hr.
Interior Design Designer	185.00/hr.
Interior Design Specification Writer	140.00/hr.
Interior Design Draftsperson I	130.00/hr.

Note: Any changes in the above noted hourly rates, after August 1, 2027, shall be provided to the Owner thirty (30) days prior to said date.

EXHIBIT “D”
Project Schedule
Norman PD and Municipal Complex Master Plan
Norman, Oklahoma
ADG Project No. 1138-1.21
October 5, 2026

Estimated Project Schedule:

1. Pre- Design Planning Phases ..... 6 - 8 Months from NTP

a. Detailed Spatial Needs Assessment
b. Cost and Sustainability Analysis
c. Site Analysis
d. Conceptual Architectural Site Planning
e. Preliminary Technology Report
f. Conceptual Building Design
g. Preliminary Opinion of Probable Development Costs
h. Final Report and Presentation to the City

2. Total ..... 6-8 Months

File Attachments for Item:

39. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF R-2627-28: REQUESTING ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) FISCAL YEAR 2030 SURFACE TRANSPORTATION BLOCK GRANT PROGRAM – URBANIZED AREA (STBG-UZA) FUNDING FOR ENHANCEMENTS TO THE CITY'S PUBLIC TRANSIT FLEET

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: Taylor Johnson, AICP, Transit and Parking Program Manager

PRESENTER: Scott Sturtz, P. E., Interim Public Works Director

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF R-2627-28: REQUESTING ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) FISCAL YEAR 2030 SURFACE TRANSPORTATION BLOCK GRANT PROGRAM – URBANIZED AREA (STBG-UZA) FUNDING FOR ENHANCEMENTS TO THE CITY'S PUBLIC TRANSIT FLEET

BACKGROUND:

The Association of Central Oklahoma Governments (ACOG), which serves as the Metropolitan Planning Organization (MPO) for the greater Oklahoma City Metropolitan Area, is responsible for coordinating with the Oklahoma Department of Transportation (ODOT), area local governments, and transit providers, such as the City of Norman, to implement the applicable Transportation Improvement Plan (TIP). As the MPO, ACOG is also responsible for coordinating the selection of projects for many federal grant funds that are allocated to our central Oklahoma urbanized area. ACOG has recently announced the annual Surface Transportation Block Grant Program – Urbanized Area (STBG-UZA) call for projects.

The Surface Transportation Block Grant Program (STBG) promotes flexibility in State and local transportation decisions and provides flexible funding to best address State and local transportation needs. ACOG announced an estimated $40 million in STBG-UZA funds for the FY29 call for projects last year, and the FY30 amount is expected to be comparable. Eligible projects include road widening, road new construction, road intersections, road resurfacing, bridges, bicycle and pedestrian facilities, transit, and safety. There is a cap of 10% for bicycle and pedestrian projects, as well as a separate 10% cap on transit projects. All projects must be located on a functionally classified road and be included in, or be consistent with, the Metropolitan Transportation Plan (MTP). Proposed projects must also be in compliance with the ACOG Complete Streets Policy.

Entities can submit a total of 10 applications requesting up to $7.5 million per project and no one entity may receive more than 56% of the total amount of funding available. Submitted project applications will be chosen based on the Project Scoring Criteria, developed by ACOG member entities and approved by the ACOG MPO Policy Committee. The deadline for grant application is October 31, 2026, and it is anticipated that grant awards will be made in January 2027.

The City took over the public transit operations from the University in July 2019. Submitting a request for transit bus replacements to the STBG-UZA call for projects allows the City to maximize local funding for transit fleet replacement as split for STBG-UZA projects is usually 80% federal and 20% local. The City has been successful in the past, securing funds for bus replacements in FY 2021, FY 2022, and FY 2023 calls for projects.

DISCUSSION:

For this STBG-UZA call for projects cycle, staff is requesting to submit a project replacing two 35ft CNG transit buses in the Transit fleet with new CNG units. Staff have obtained a quote from Gillig in the amount of $1,137,500 each ($2,275,000 total for 2 units). Due to inflation and market volatility, City and Gillig staff have done their best to estimate how much these units would cost in FY 2030.

Local City match funds to be made available for the project are currently estimated at $455,000 ($227,500 per unit) or 20%. Funding for the City's local match could be provided through the General Fund, Public Transit and Parking Fund or Capital Fund, if the project is selected.

RECOMMENDATION:

Staff recommends approval of Resolution R-2627-29 requesting ACOG STBG-UZA funding for enhancements to the City's transit fleet.

Resolution

R-2627-28

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, REQUESTING THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS TO CONSIDER THE CITY OF NORMAN'S SELECTED TRANSIT IMPROVEMENT PROJECT FOR FISCAL YEAR 2030 FEDERAL SURFACE TRANSPORTATION BLOCK GRANT FUNDS.

§ 1. WHEREAS, Federal Surface Transportation Block Grant for Urbanized Areas (STBG-UZA) funds have been made available for FY30 for transportation improvements within the Oklahoma City Urbanized Area; and

§ 2. WHEREAS, the Council of the City of Norman has selected a transit improvement project for the purchase of two (2) new thirty-five foot (35ft) CNG transit bus replacement vehicles to enhance the City's public transit vehicle fleet; and

§ 3. WHEREAS, the project's preliminary estimate of total cost is $2,275,000, and Federal participation under the terms of the current Federal infrastructure funding bill, relating to Surface Transportation Block Grant Program (STBG-UZA) funds is hereby requested in the amount of $1,820,000 or 80% of the project cost; and

§ 4. WHEREAS, the City proposes to use funds from the General Fund, Public Transit and Parking Fund, or Capital Fund as the source of funds for the local match, which is estimated at $455,000; and

§ 5. WHEREAS, no City funds are committed by this action; and

§ 6. WHEREAS, the City of Norman has the required matching funds available and further agrees to deposit matching funds by separate agreement with the Oklahoma Department of Transportation (ODOT); and

§ 7. WHEREAS, the City of Norman agrees, as a condition to receiving any Federal financial assistance from the Oklahoma Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Oklahoma Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964"; and

§ 8. WHEREAS, the City of Norman assures that no qualified person with a disability shall, solely by reasons of the disability, be excluded from participation in, be denied the benefits of. Or otherwise by subjected to discrimination under any program or activity administered by the City of Norman Transit Service; and

R-2627-28

§ 9. WHEREAS, the City of Norman further understands that acceptance of this resolution by the Association of Central Oklahoma Governments (ACOG) and the Oklahoma Department of Transportation is not a commitment to Federal funding but only registers the city of Norman's interest and intent in participation in the program application process.

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

§ 10. That ACOG is hereby requested to consider this project as a candidate for Federal funding, and to submit the same to the Oklahoma Department of Transportation for its approval.

PASSED AND ADOPTED THIS 13TH DAY OF OCTOBER 2026.

_____
Mayor, Stephen T. Holman

ATTEST:

_____
City Clerk

QUOTE LETTER

August 31, 2026

Taylor Johnson
Transit Director
City of Norman
1310 DaVinci
Norman, OK 73069
405-217-7761 (Office)
taylor.johnson@normanok.gov

Dear Taylor:

Thank you for your interest in purchasing one (1) 35 ft. Low Floor CNG bus off the State of Washington Contract # 04824-01.

Gillig is pleased to quote the following:

One (1) 35 ft. L/F CNG BUS @$1,137,500

This price is an estimated price for your grant funding submittal and is non- binding. It is FOB Norman, OK. Prices exclude any taxes and license fees. The production of your bus can be scheduled within 18 months from receipt of purchase order. To maintain this production schedule, we will require a firm purchase order within 30 days.

This is for a delivery in 2031, this order would need to occur no later than fourth quarter of 2029.

We thank you for this opportunity and appreciate your interest in Gillig and our products. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Joe Saldana
Regional Sales Manager
Gillig LLC
510-303-0202
jsaldana@gillig.com

File Attachments for Item:

40. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-39: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING $782,177.08 IN STBG-UZA-SAFETY FUNDING FOR REFLECTORIZED TRAFFIC SIGNAL BACKPLATE UPGRADES (PHASE 3) AT VARIOUS INTERSECTIONS IN NORMAN. (CITY WIDE)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: October 13, 2026

REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Transportation Engineer

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-39: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING $782,177.08 IN STBG-UZA-SAFETY FUNDING FOR REFLECTORIZED TRAFFIC SIGNAL BACKPLATE UPGRADES (PHASE 3) AT VARIOUS INTERSECTIONS IN NORMAN. (CITY WIDE)

BACKGROUND:
The current Federal Transportation Funding Bill allocates approximately $40 Million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area. No less than ten percent of this appropriation is used to fund safety projects at 100% of their construction cost.

Every year, the Association of Central Oklahoma Governments (ACOG) coordinates a regional evaluation process that identifies transportation improvements eligible for federal funding. Individual projects are rated and compared to one another using a pre-established criterion. The process ends with the formulation of the region's transportation improvement program and the decision to use federal funds to pay for a significant portion of the cost of the higher priority projects.

DISCUSSION:
On or before the close of the next Call for Projects, expected near the end of October 2026, staff will submit the ten highest ranked projects for consideration in the formulation of ACOG's 2030 Transportation Improvement Program update. To be eligible, each submitted project must have a programming resolution submitted for the project with costs that match the submitted engineering estimate.

RECOMMENDATION:
Staff recommends approval of Resolution No. R-2627-39 (Reflectorized Traffic Signal Backplate Upgrades (Phase 3) at Various Intersections in Norman) requesting $782,177.08 in Federal STBG/UZA-SAFETY funds for 100% of the construction cost.

Resolution

R-2627-39

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING FEDERAL SURFACE TRANSPORTATION PROGRAM URBANIZED AREA (STP-UZA-SAFETY) FUNDS FOR THE INSTALLATION OF REFLECTORIZED TRAFFIC SIGNAL BACKPLATE UPGRADES (PHASE 3) AT VARIOUS INTERSECTIONS IN NORMAN.

§ 1. WHEREAS, Federal STP/UZA funds have been made available for the construction of eligible urban projects; and

§ 2. WHEREAS, the Council of the City of Norman has selected a roadway improvement project described as follows:

Reflectorized Traffic Signal Backplate Upgrades (Phase 3) at Various Intersections in Norman.

§ 3. WHEREAS, the engineer's preliminary estimate of total construction cost is $782,177.08 and Federal participation under the terms of the current Federal Transportation Funding Bill, relating to STP/UZA - Safety funds is hereby requested in the amount of $782,177.08 or 100% of the construction cost; and

§ 4. WHEREAS, the City of Norman will arrange for a qualified engineer to furnish engineering services for the preparation of detailed plans, specifications, and estimates; and

§ 5. WHEREAS, the City of Norman agrees to provide satisfactory maintenance after completion; and

§ 6. WHEREAS, the City of Norman agrees to provide, at its sole cost, all required right-of-way necessary and to relocate any utilities required/affected by this project; and

§ 7. WHEREAS, the City of Norman agrees, as a condition to receiving any Federal financial assistance from the Oklahoma Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Oklahoma Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964"; and

§ 8. WHEREAS, the City of Norman agrees to become jointly responsible, with the Oklahoma Department of Transportation and the contractor as co-applicants, for meeting all Environmental Protection Agency (E.P.A.) requirements for storm water runoff from this project. Further, if required, the City agrees to file jointly with the Department and the contractor, the general National Pollutant Discharge Elimination System (N.P.D.E.S.) permit with the E.P.A. which authorizes the storm water discharges associated with activity from the construction site identified in this resolution; and

R-2627-39

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

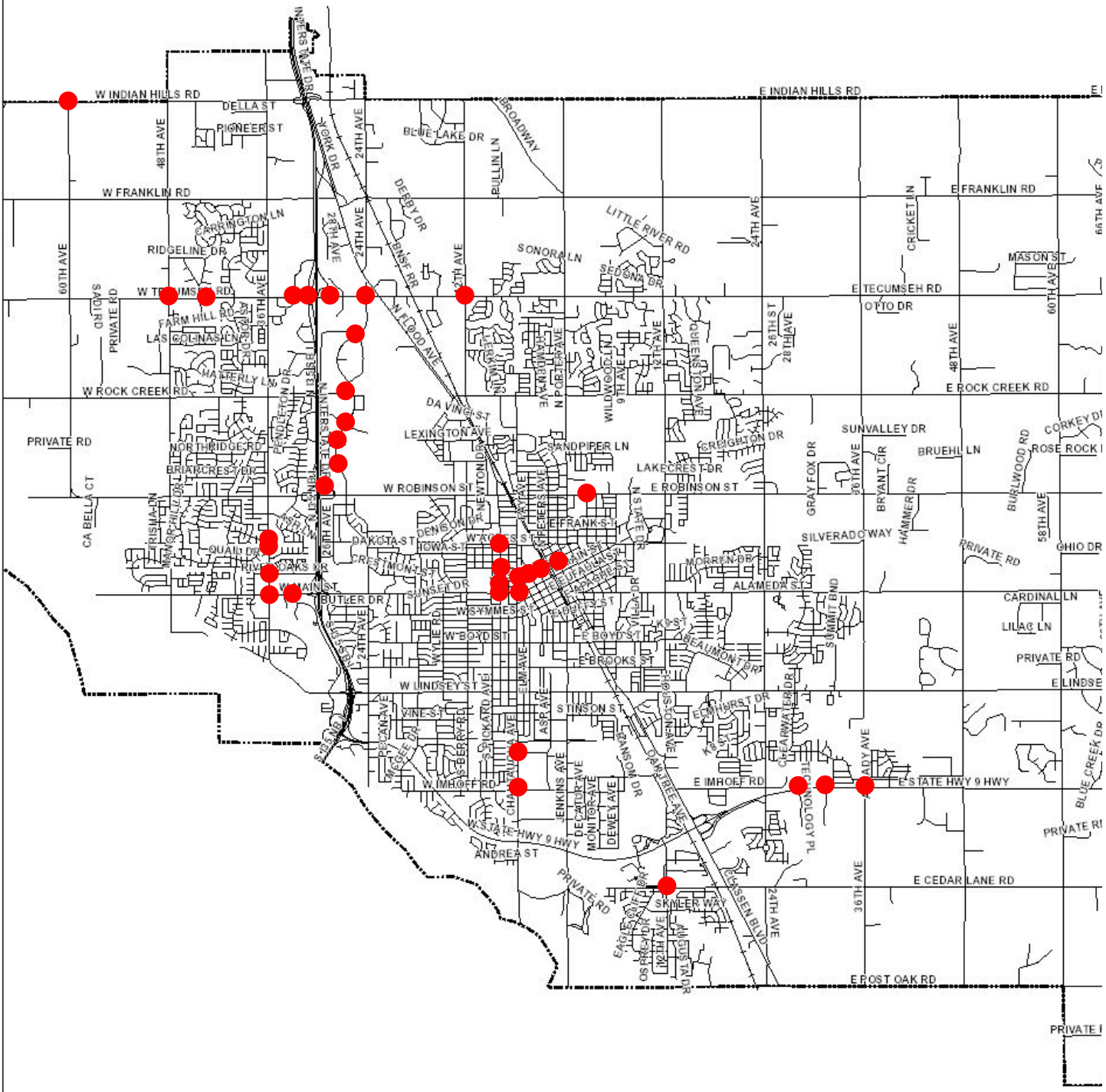
§ 9. That the State Transportation Commission is hereby requested to concur in the selection of this project for construction and to submit same to the Federal Highway Administration for their approval.

PASSED AND ADOPTED THIS 13TH DAY OF OCTOBER 2026.

_____
Mayor, Stephen T. Holman

ATTEST:

_____
City Clerk



Location Map: Reflectorized Traffic Signal Backplate Upgrades (Phase 3)

File Attachments for Item:

41. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-40: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING $725,874.27 IN STBG-UZA-SAFETY FUNDING FOR OVERHEAD FLASHING SCHOOL BEACONS AT SEVEN SCHOOLS IN NORMAN. (CITY WIDE)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: October 13, 2026

REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Transportation Engineer

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-40: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING $725,874.27 IN STBG-UZA-SAFETY FUNDING FOR OVERHEAD FLASHING SCHOOL BEACONS AT SEVEN SCHOOLS IN NORMAN. (CITY WIDE)

BACKGROUND:
The current Federal Transportation Funding Bill allocates approximately $40 Million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area. No less than ten percent of this appropriation is used to fund safety projects at 100% of their construction cost.

Every year, the Association of Central Oklahoma Governments (ACOG) coordinates a regional evaluation process that identifies transportation improvements eligible for federal funding. Individual projects are rated and compared to one another using a pre-established criterion. The process ends with the formulation of the region's transportation improvement program and the decision to use federal funds to pay for a significant portion of the cost of the higher priority projects.

DISCUSSION:
On or before the close of the next Call for Projects, expected near the end of October 2026, staff will submit the ten highest ranked projects for consideration in the formulation of ACOG's 2030 Transportation Improvement Program update. To be eligible, each submitted project must have a programming resolution submitted for the project with costs that match the submitted engineering estimate.

RECOMMENDATION:
Staff recommends approval of Resolution No. R-2627-40 (Overhead Flashing School Beacons at Seven Schools in Norman) requesting $725,874.27 in Federal STBG/UZA-SAFETY funds for 100% of the construction cost.

Resolution

R-2627-40

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING FEDERAL SURFACE TRANSPORTATION PROGRAM URBANIZED AREA (STP-UZA-SAFETY) FUNDS FOR OVERHEAD SCHOOL BEACON UPGRADES AT SEVEN SCHOOLS IN NORMAN.

§ 1. WHEREAS, Federal STP/UZA funds have been made available for the construction of eligible urban projects; and

§ 2. WHEREAS, the Council of the City of Norman has selected a roadway improvement project described as follows:

Overhead School Beacon Upgrades at Seven Schools in Norman.

§ 3. WHEREAS, the engineer's preliminary estimate of total construction cost is $725,874.27 and Federal participation under the terms of the current Federal Transportation Funding Bill, relating to STP/UZA - Safety funds is hereby requested in the amount of $725,874.27 or 100% of the construction cost; and

§ 4. WHEREAS, the City of Norman will arrange for a qualified engineer to furnish engineering services for the preparation of detailed plans, specifications, and estimates; and

§ 5. WHEREAS, the City of Norman agrees to provide satisfactory maintenance after completion; and

§ 6. WHEREAS, the City of Norman agrees to provide, at its sole cost, all required right-of-way necessary and to relocate any utilities required/affected by this project; and

§ 7. WHEREAS, the City of Norman agrees, as a condition to receiving any Federal financial assistance from the Oklahoma Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Oklahoma Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964"; and

§ 8. WHEREAS, the City of Norman agrees to become jointly responsible, with the Oklahoma Department of Transportation and the contractor as co-applicants, for meeting all Environmental Protection Agency (E.P.A.) requirements for storm water runoff from this project. Further, if required, the City agrees to file jointly with the Department and the contractor, the general National Pollutant Discharge Elimination System (N.P.D.E.S.) permit with the E.P.A. which authorizes the storm water discharges associated with activity from the construction site identified in this resolution; and

R-2627-40

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

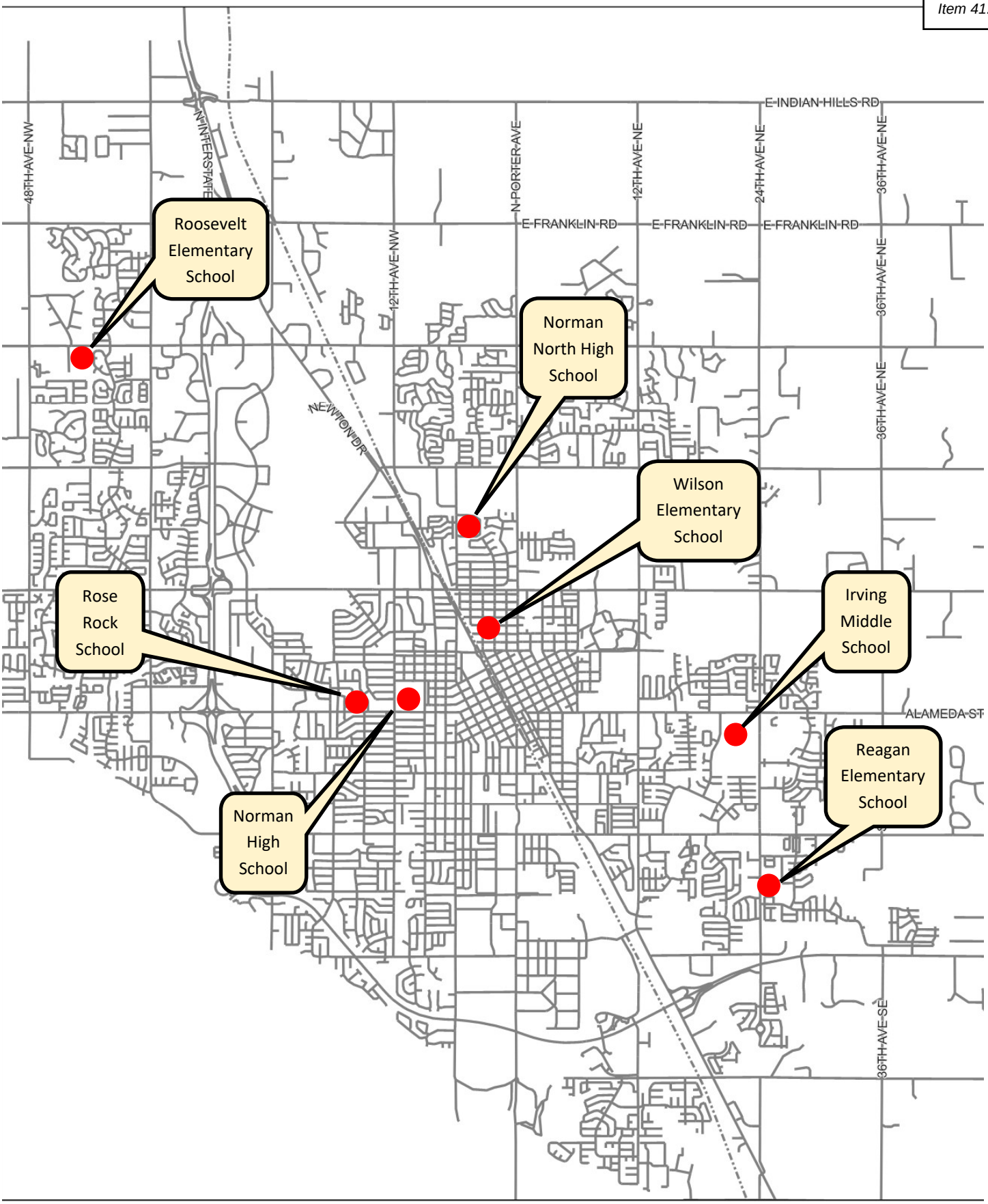
§ 9. That the State Transportation Commission is hereby requested to concur in the selection of this project for construction and to submit same to the Federal Highway Administration for their approval.

PASSED AND ADOPTED THIS 13TH DAY OF OCTOBER 2026.

_____
Mayor, Stephen T. Holman

ATTEST:

_____
City Clerk



Site Location Map: Overhead Flashing School Beacon Upgrades

File Attachments for Item:

42. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-41: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING $993,449.89 IN STBG-UZA-SAFETY FUNDING FOR ARTERIAL DYNAMIC MESSAGE SIGN UPGRADES (PHASE 2) ON VARIOUS CORRIDORS IN NORMAN. (CITY WIDE)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: October 13, 2026

REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Transportation Engineer

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-41: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING $993,449.89 IN STBG-UZA-SAFETY FUNDING FOR ARTERIAL DYNAMIC MESSAGE SIGN UPGRADES (PHASE 2) ON VARIOUS CORRIDORS IN NORMAN. (CITY WIDE)

BACKGROUND:
The current Federal Transportation Funding Bill allocates approximately $40 Million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area. No less than ten percent of this appropriation is used to fund safety projects at 100% of their construction cost.

Every year, the Association of Central Oklahoma Governments (ACOG) coordinates a regional evaluation process that identifies transportation improvements eligible for federal funding. Individual projects are rated and compared to one another using a pre-established criterion. The process ends with the formulation of the region's transportation improvement program and the decision to use federal funds to pay for a significant portion of the cost of the higher priority projects.

DISCUSSION:
On or before the close of the next Call for Projects, expected near the end of October 2026, staff will submit the ten highest ranked projects for consideration in the formulation of ACOG's 2030 Transportation Improvement Program update. To be eligible, each submitted project must have a programming resolution submitted for the project with costs that match the submitted engineering estimate.

RECOMMENDATION:
Staff recommends approval of Resolution No. R-2627-41 (Arterial Dynamic Message Sign Upgrades (Phase 2) on five key corridors in Norman) requesting $993,449.89 in Federal STBG/UZA-SAFETY funds for 100% of the construction cost.

Resolution

R-2627-41

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING FEDERAL SURFACE TRANSPORTATION PROGRAM URBANIZED AREA (STP-UZA-SAFETY) FUNDS FOR THE INSTALLATION OF ARTERIAL DYNAMIC MESSAGE SIGN UPGRADES (PHASE 2) AT VARIOUS INTERSECTIONS IN NORMAN.

§ 1. WHEREAS, Federal STP/UZA funds have been made available for the construction of eligible urban projects; and

§ 2. WHEREAS, the Council of the City of Norman has selected a roadway improvement project described as follows:

Arterial Dynamic Message Sign Upgrades (Phase 2) at Various Intersections in Norman.

§ 3. WHEREAS, the engineer's preliminary estimate of total construction cost is $993,449.89 and Federal participation under the terms of the current Federal Transportation Funding Bill, relating to STP/UZA - Safety funds is hereby requested in the amount of $993,449.89 or 100% of the construction cost; and

§ 4. WHEREAS, the City of Norman will arrange for a qualified engineer to furnish engineering services for the preparation of detailed plans, specifications, and estimates; and

§ 5. WHEREAS, the City of Norman agrees to provide satisfactory maintenance after completion; and

§ 6. WHEREAS, the City of Norman agrees to provide, at its sole cost, all required right-of-way necessary and to relocate any utilities required/affected by this project; and

§ 7. WHEREAS, the City of Norman agrees, as a condition to receiving any Federal financial assistance from the Oklahoma Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Oklahoma Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964"; and

§ 8. WHEREAS, the City of Norman agrees to become jointly responsible, with the Oklahoma Department of Transportation and the contractor as co-applicants, for meeting all Environmental Protection Agency (E.P.A.) requirements for storm water runoff from this project. Further, if required, the City agrees to file jointly with the Department and the contractor, the general National Pollutant Discharge Elimination System (N.P.D.E.S.) permit with the E.P.A. which authorizes the storm water discharges associated with activity from the construction site identified in this resolution; and

R-2627-41

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

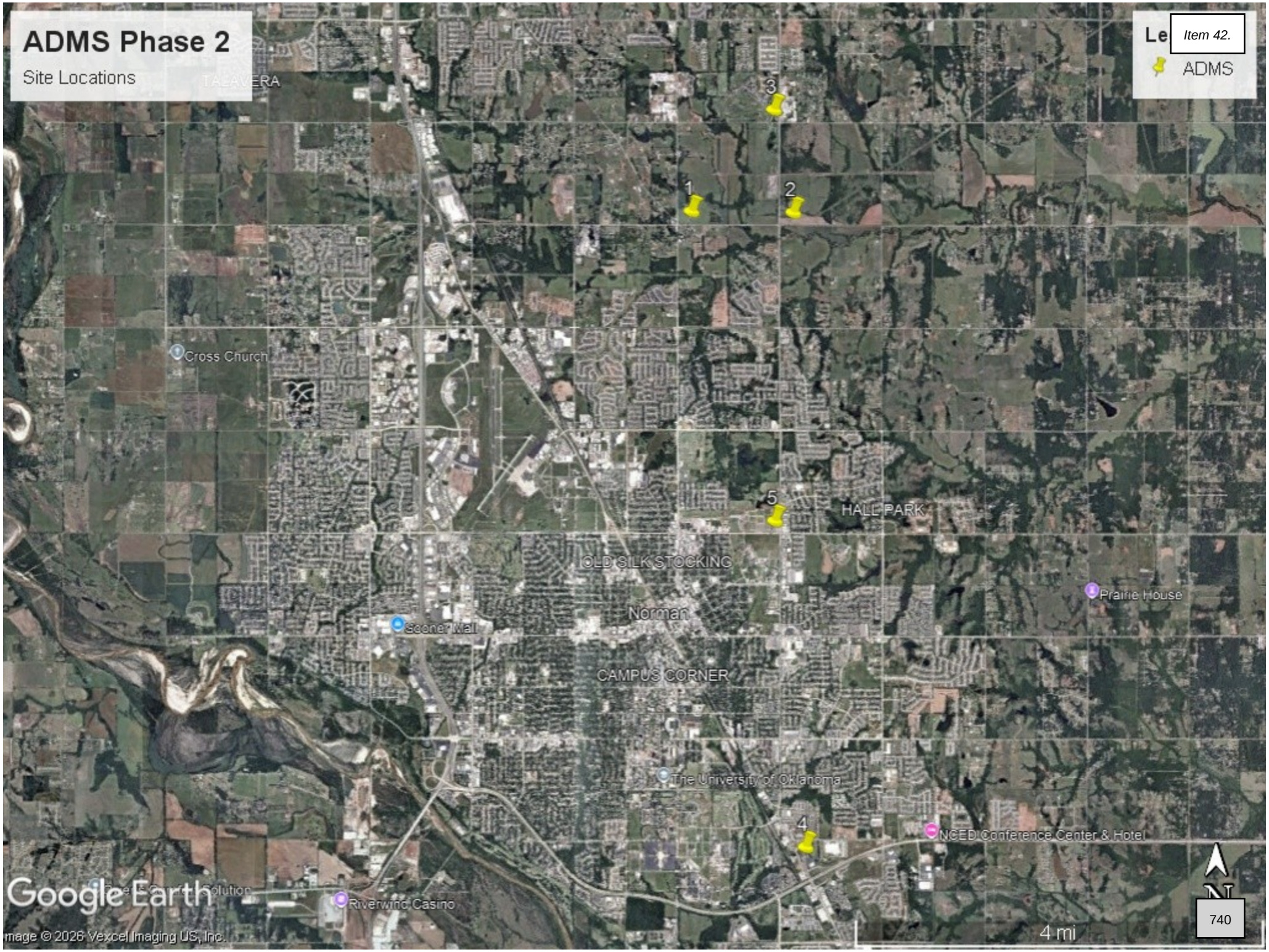
§ 9. That the State Transportation Commission is hereby requested to concur in the selection of this project for construction and to submit same to the Federal Highway Administration for their approval.

PASSED AND ADOPTED THIS 13TH DAY OF OCTOBER 2026.

_____
Mayor, Stephen T. Holman

ATTEST:

_____
City Clerk


ADMS Phase 2
Site Locations
Le
ADMS
TALAVERA
1
2
3
4
5
Cross Church
HALL PARK
OLD SILK STOCKING
Norman
Prairie House
Scone? Mall
CAMPUS CORNER
The University of Oklahoma
NCED Conference Center & Hotel
Riverwind Casino
Google Earth
Image © 2026 Vexcel Imaging US, Inc.
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File Attachments for Item:

43. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-42: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING $5,024,005.54 IN STBG-UZA FUNDING FOR IMPROVEMENTS TO ROCK CREEK ROAD INCLUDING TWO NEW TRAFFIC SIGNALS IN NORMAN. (WARD 8)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: October 13, 2026

REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Transportation Engineer

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-42: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING $5,024,005.54 IN STBG-UZA FUNDING FOR IMPROVEMENTS TO ROCK CREEK ROAD INCLUDING TWO NEW TRAFFIC SIGNALS IN NORMAN. (WARD 8)

BACKGROUND:
The current federal transportation funding bill allocates approximately $40 Million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area. Ten percent of this appropriation is used to fund safety projects at 100% of their construction cost.

Every year, the Association of Central Oklahoma Governments (ACOG) coordinates a regional evaluation process that identifies transportation improvements eligible for federal funding. Individual projects are rated and compared to one another using a pre-established criterion. The process ends with the formulation of the region's transportation improvement program and the decision to use federal funds to pay for a significant portion of the cost of the higher priority projects.

DISCUSSION:
On or before the end of October 2026, staff will submit the ten highest ranked projects for consideration in the formulation of ACOG's 2030 Transportation Improvement Program update. To be eligible, each submitted project must have a programming resolution submitted for the project with a cost that matches the Engineer's Estimate.

RECOMMENDATION:
Staff recommends approval of Resolution No. R-2627-42 (Improvements to Rock Creek Road including Two New Traffic Signals) requesting $5,024,005.54 in Federal STBG/UZA funds for 80.00% of the projected construction cost.

Resolution

R-2627-42

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, REQUESTING $5,024,005.54 IN STBG-UZA FUNDING FOR IMPROVEMENTS TO ROCK CREEK ROAD INCLUDING TWO NEW TRAFFIC SIGNALS IN NORMAN.

§ 1. WHEREAS, Federal STP/UZA funds have been made available for the construction of eligible urban projects; and

§ 2. WHEREAS, the Council of the City of Norman has selected a roadway improvement project described as follows:

Widening and traffic signal installation on Rock Creek Road between 12th Avenue NW and Stubbeman Avenue

§ 3. WHEREAS, the engineer's preliminary estimate of total construction cost is $6,280,006.92 and Federal participation under the terms of the current Federal infrastructure funding bill, relating to STP/UZA funds is hereby requested in the amount of $5,024,005.54 or 80.00% of the construction cost; and

§ 4. WHEREAS, the City of Norman will arrange for a qualified engineer to furnish engineering services for the preparation of detailed plans, specifications, and estimates; and

§ 5. WHEREAS, the City of Norman agrees to provide satisfactory maintenance after completion; and

§ 6. WHEREAS, the City of Norman agrees to provide, at its sole cost, all required right-of-way necessary and to relocate any utilities required/affected by this project; and

§ 7. WHEREAS, the City of Norman agrees, as a condition to receiving any Federal financial assistance from the Oklahoma Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Oklahoma Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964"; and

§ 8. WHEREAS, the City of Norman agrees to become jointly responsible, with the Oklahoma Department of Transportation and the contractor as co-applicants, for meeting all Environmental Protection Agency (E.P.A.) requirements for storm water runoff from this project. Further, if required, the City agrees to file jointly with the Department and the contractor, the general National Pollutant Discharge Elimination System (N.P.D.E.S.) permit with the E.P.A. which authorizes the storm water discharges associated with activity from the construction site identified in this resolution; and

R-2627-42

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

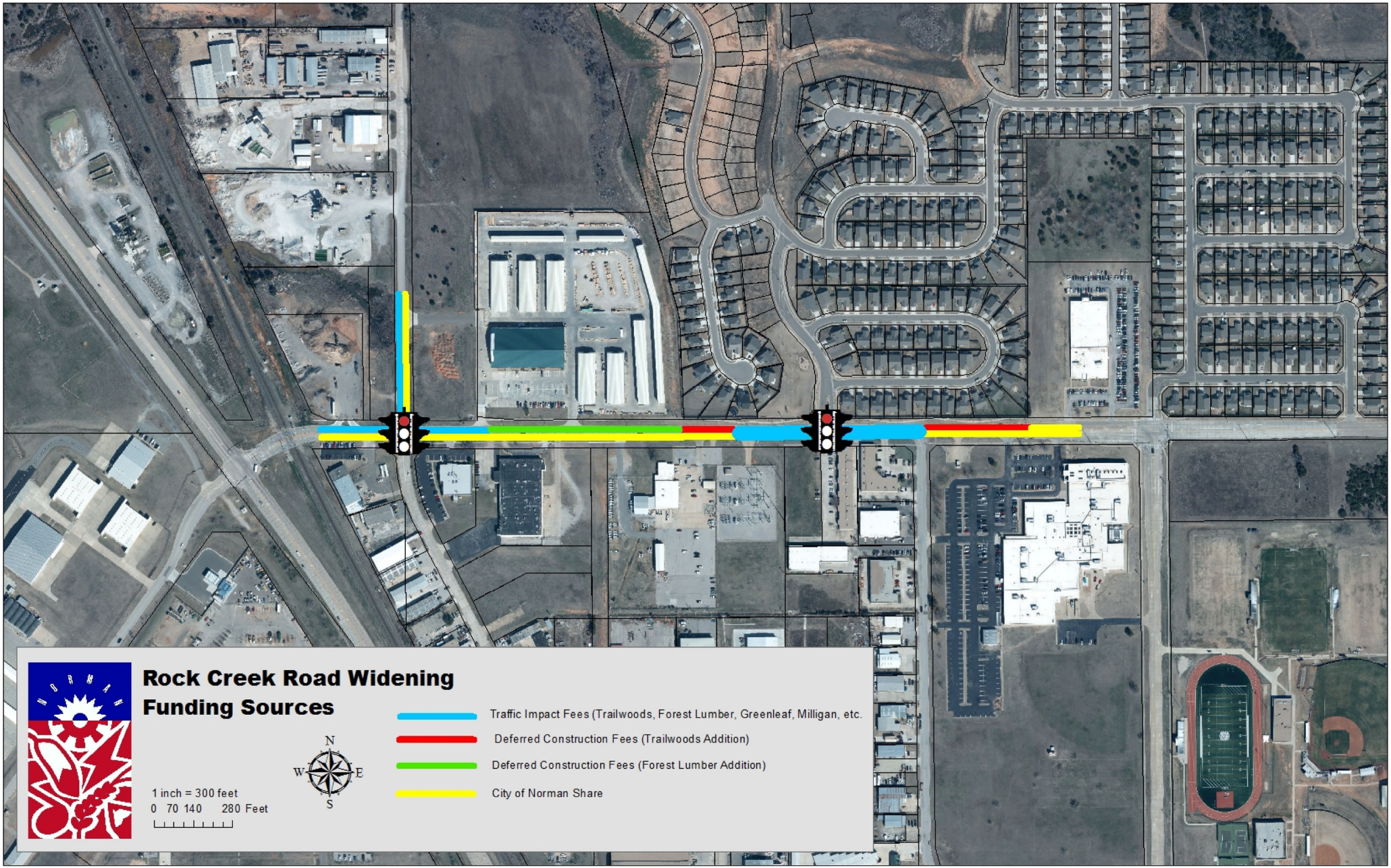
§ 9. That the State Transportation Commission is hereby requested to concur in the selection of this project for construction and to submit same to the Federal Highway Administration for their approval.

PASSED AND ADOPTED THIS 13TH DAY OF OCTOBER 2026.

_____
Mayor, Stephen T. Holman

ATTEST:

_____
City Clerk


Rock Creek Road Widening
Funding Sources
Traffic Impact Fees (Trailwoods, Forest Lumber, Greenleaf, Milligan, etc.
Deferred Construction Fees (Trailwoods Addition)
Deferred Construction Fees (Forest Lumber Addition)
City of Norman Share
N
W
E
S
1 inch = 300 feet
0 70 140 280 Feet

File Attachments for Item:

44. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-44: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING $7,500,000 IN STBG-UZA FUNDING FOR IMPROVEMENTS TO JAMES GARNER AVENUE (PHASE 3) IN NORMAN. (WARD 4)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: October 13, 2026

REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Transportation Engineer

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-44: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING $7,500,000 IN STBG-UZA FUNDING FOR IMPROVEMENTS TO JAMES GARNER AVENUE (PHASE 3) IN NORMAN. (WARD 4)

BACKGROUND:
The current federal transportation funding bill allocates approximately $40 Million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area. Ten percent of this appropriation is used to fund safety projects at 100% of their construction cost.

Every year, the Association of Central Oklahoma Governments (ACOG) coordinates a regional evaluation process that identifies transportation improvements eligible for federal funding. Individual projects are rated and compared to one another using a pre-established criterion. The process ends with the formulation of the region's transportation improvement program and the decision to use federal funds to pay for a significant portion of the cost of the higher priority projects.

DISCUSSION:
On or before the end of October 2026, staff will submit the ten highest ranked projects for consideration in the formulation of ACOG's 2030 Transportation Improvement Program update. To be eligible, each submitted project must have a programming resolution submitted for the project with a cost that matches the Engineer's Estimate.

RECOMMENDATION:
Staff recommends approval of Resolution No. R-2627-44 (James Garner Avenue Improvements (Phase 3) between Acres Street and Duffy Street) requesting $7,500,000 in Federal STBG/UZA funds for 68.41% of the projected construction cost.

Resolution

R-2627-44

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, REQUESTING $7,500,000 IN STBG-UZA FUNDING FOR IMPROVEMENTS TO JAMES GARNER AVENUE (PHASE 3) IN NORMAN.

§ 1. WHEREAS, Federal STP/UZA funds have been made available for the construction of eligible urban projects; and

§ 2. WHEREAS, the Council of the City of Norman has selected a roadway improvement project described as follows:

Improvements to James Garner Avenue (Phase 3)

§ 3. WHEREAS, the engineer's preliminary estimate of total construction cost is $10,963,943 and Federal participation under the terms of the current Federal infrastructure funding bill, relating to STP/UZA funds is hereby requested in the amount of $7,500,000 or 68.41% of the construction cost; and

§ 4. WHEREAS, the City of Norman will arrange for a qualified engineer to furnish engineering services for the preparation of detailed plans, specifications, and estimates; and

§ 5. WHEREAS, the City of Norman agrees to provide satisfactory maintenance after completion; and

§ 6. WHEREAS, the City of Norman agrees to provide, at its sole cost, all required right-of-way necessary and to relocate any utilities required/affected by this project; and

§ 7. WHEREAS, the City of Norman agrees, as a condition to receiving any Federal financial assistance from the Oklahoma Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Oklahoma Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964"; and

§ 8. WHEREAS, the City of Norman agrees to become jointly responsible, with the Oklahoma Department of Transportation and the contractor as co-applicants, for meeting all Environmental Protection Agency (E.P.A.) requirements for storm water runoff from this project. Further, if required, the City agrees to file jointly with the Department and the contractor, the general National Pollutant Discharge Elimination System (N.P.D.E.S.) permit with the E.P.A. which authorizes the storm water discharges associated with activity from the construction site identified in this resolution; and

R-2627-44

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

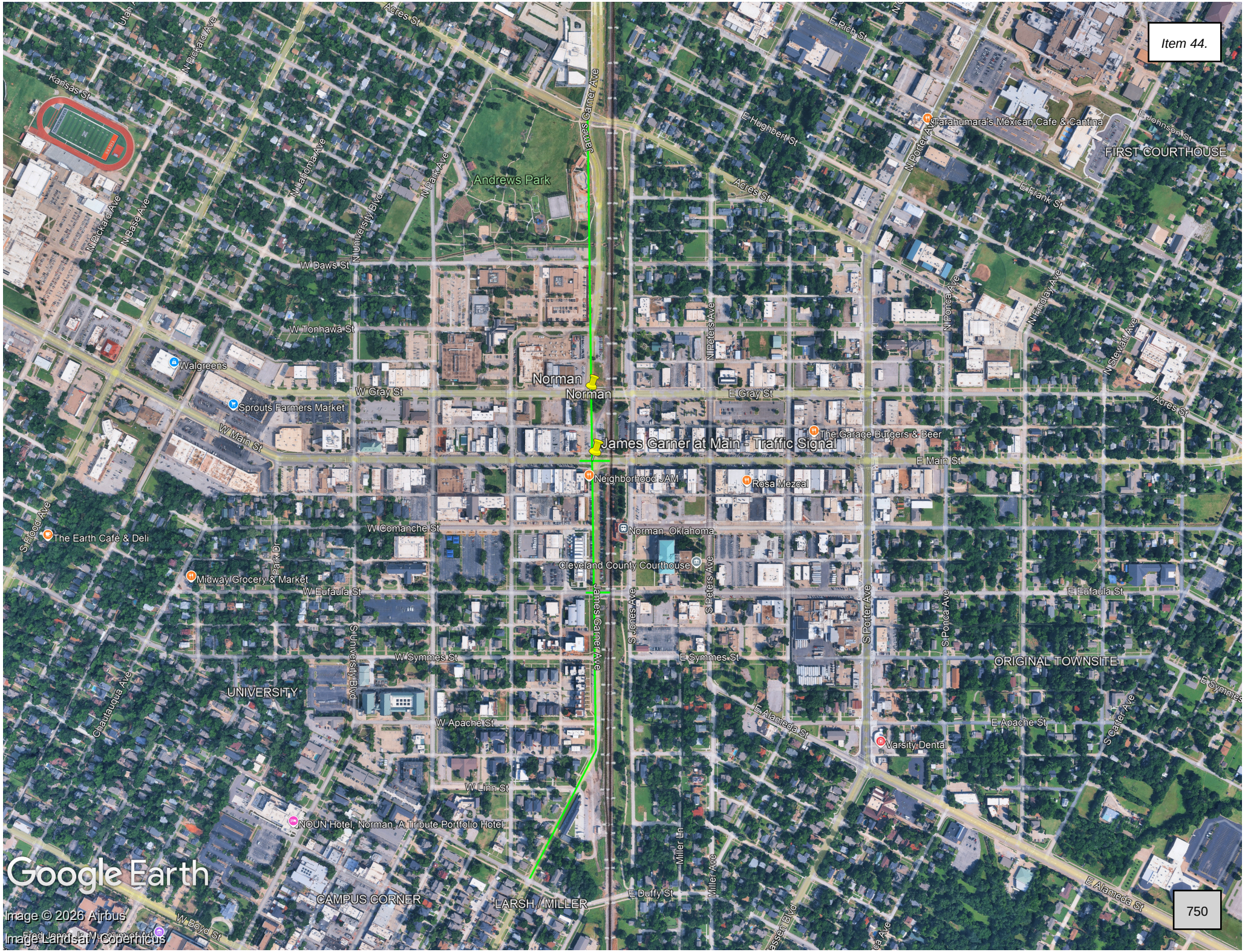
§ 9. That the State Transportation Commission is hereby requested to concur in the selection of this project for construction and to submit same to the Federal Highway Administration for their approval.

PASSED AND ADOPTED THIS 13TH DAY OF OCTOBER 2026.

_____
Mayor, Stephen T. Holman

ATTEST:

_____
City Clerk


Kansas St
N Pickard Ave
N Base Ave
N Lahoma Ave
N University Blvd
N Park Ave
Acres St
Andrews Park
James Garner Ave
E Rich St
E Hughbert St
Tarahumara's Mexican Cafe & Cantina
E Johnson St
FIRST COURTHOUSE
N Porter Ave
E Frank St
W Daws St
W Tonhawa St
N Peters Ave
N Ponca Ave
N Findlay Ave
N Stewart Ave
Walgreens
Norman
W Gray St
E Gray St
Sprouts Farmers Market
W Main St
The Garage Burgers & Beer
James Garner at Main - Traffic Signal
E Main St
Neighborhood JAM
Rosa Mezcal
S Flood Ave
The Earth Café & Deli
W Comanche St
Norman, Oklahoma
Park Dr
Cleveland County Courthouse
Midway Grocery & Market
W Eufaula St
E Eufaula St
S Jones Ave
S Peters Ave
S Porter Ave
S Ponca Ave
S University Blvd
W Symmes St
E Symmes St
ORIGINAL TOWNSITE
UNIVERSITY
Chautauqua Ave
W Apache St
E Alameda St
E Apache St
S Carter Ave
Varsity Dental
W Linn St
NOUN Hotel, Norman, A Tribute Portfolio Hotel
Miller Ln
Miller Ave
E Duffy St
CAMPUS CORNER
LARSH / MILLER
W Boyd St
Google Earth
Image © 2026 Airbus
Image Landsat / Copernicus

File Attachments for Item:

45. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-45: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING $569,175.48 IN STBG-UZA-SAFETY FUNDING FOR CCTV CAMERA UPGRADES (PHASE 3) AT VARIOUS INTERSECTIONS IN NORMAN. (CITY WIDE)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: October 13, 2026

REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Transportation Engineer

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-45: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING $569,175.48 IN STBG-UZA-SAFETY FUNDING FOR CCTV CAMERA UPGRADES (PHASE 3) AT VARIOUS INTERSECTIONS IN NORMAN. (CITY WIDE)

BACKGROUND:
The current Federal Transportation Funding Bill allocates approximately $40 Million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area. No less than ten percent of this appropriation is used to fund safety projects at 100% of their construction cost.

Every year, the Association of Central Oklahoma Governments (ACOG) coordinates a regional evaluation process that identifies transportation improvements eligible for federal funding. Individual projects are rated and compared to one another using a pre-established criterion. The process ends with the formulation of the region's transportation improvement program and the decision to use federal funds to pay for a significant portion of the cost of the higher priority projects.

DISCUSSION:
On or before the close of the next Call for Projects, expected near the end of October 2026, staff will submit the ten highest ranked projects for consideration in the formulation of ACOG's 2030 Transportation Improvement Program update. To be eligible, each submitted project must have a programming resolution submitted for the project with costs that match the submitted engineering estimate.

RECOMMENDATION:
Staff recommends approval of Resolution No. R-2627-45 (CCTV Camera Upgrades (Phase 3) at Various Intersections in Norman) requesting $569,175.48 in Federal STBG/UZA-SAFETY funds for 100% of the construction cost.

Resolution

R-2627-45

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING FEDERAL SURFACE TRANSPORTATION PROGRAM URBANIZED AREA (STP-UZA-SAFETY) FUNDS FOR THE INSTALLATION OF CCTV CAMERA UPGRADES (PHASE 3) AT VARIOUS INTERSECTIONS IN NORMAN.

§ 1. WHEREAS, Federal STP/UZA funds have been made available for the construction of eligible urban projects; and

§ 2. WHEREAS, the Council of the City of Norman has selected a roadway improvement project described as follows:

CCTV Camera Upgrades (Phase 3) at Various Intersections in Norman.

§ 3. WHEREAS, the engineer's preliminary estimate of total construction cost is $569,175.48 and Federal participation under the terms of the current Federal Transportation Funding Bill, relating to STP/UZA - Safety funds is hereby requested in the amount of $569,175.48 or 100% of the construction cost; and

§ 4. WHEREAS, the City of Norman will arrange for a qualified engineer to furnish engineering services for the preparation of detailed plans, specifications, and estimates; and

§ 5. WHEREAS, the City of Norman agrees to provide satisfactory maintenance after completion; and

§ 6. WHEREAS, the City of Norman agrees to provide, at its sole cost, all required right-of-way necessary and to relocate any utilities required/affected by this project; and

§ 7. WHEREAS, the City of Norman agrees, as a condition to receiving any Federal financial assistance from the Oklahoma Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Oklahoma Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964"; and

§ 8. WHEREAS, the City of Norman agrees to become jointly responsible, with the Oklahoma Department of Transportation and the contractor as co-applicants, for meeting all Environmental Protection Agency (E.P.A.) requirements for storm water runoff from this project. Further, if required, the City agrees to file jointly with the Department and the contractor, the general National Pollutant Discharge Elimination System (N.P.D.E.S.) permit with the E.P.A. which authorizes the storm water discharges associated with activity from the construction site identified in this resolution; and

R-2627-45

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

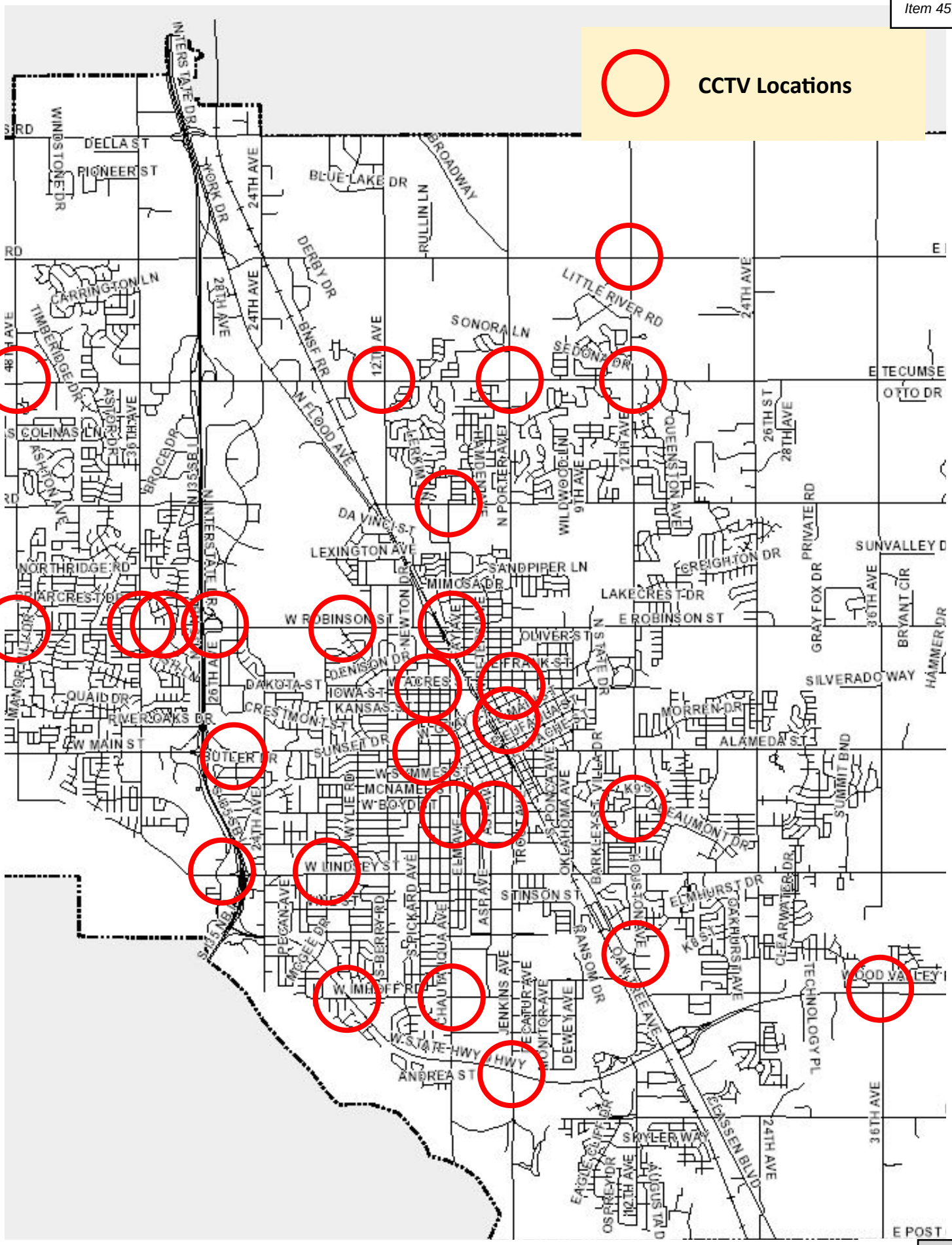
§ 9. That the State Transportation Commission is hereby requested to concur in the selection of this project for construction and to submit same to the Federal Highway Administration for their approval.

PASSED AND ADOPTED THIS 13TH DAY OF OCTOBER 2026.

_____
Mayor, Stephen T. Holman

ATTEST:

_____
City Clerk



Location Map: CCTV Camera Upgrades (Phase 3)

File Attachments for Item:

46. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-48: ALLOWING AN EXEMPTION TO RESOLUTION R-1516-94 WITH CONDITIONS AND REQUIREMENTS, TO ALLOW ACCESS VIA A 20-FOOT GRAVEL DRIVEWAY AND GATE CONSTRUCTED AND MAINTAINED BY PROPERTY OWNERS. LOCATED ONE-HALF MILE NORTH OF EAST TECUMSEH ROAD ON THE WEST SIDE OF 72ND AVENUE N.E. (WARD 5).

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10-13-26

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Scott Sturtz, Director of Public Works

TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-48: ALLOWING AN EXEMPTION TO RESOLUTION R-1516-94 WITH CONDITIONS AND REQUIREMENTS, TO ALLOW ACCESS VIA A 20-FOOT GRAVEL DRIVEWAY AND GATE CONSTRUCTED AND MAINTAINED BY PROPERTY OWNERS. LOCATED ONE-HALF MILE NORTH OF EAST TECUMSEH ROAD ON THE WEST SIDE OF 72ND AVENUE N.E. (WARD 5).

BACKGROUND:

This property is located ½ mile north of East Tecumseh Road on the west side of 72nd Avenue N.E. The current zoning is A-2, Rural Agricultural District.

DISCUSSION:

City Council annexed this property into the Norman City Limits with the adoption of Ordinance No. 1312 at its meeting of October 18, 1961. City Council, at its meeting of December 12, 1961, adopted Ordinance No. 1322 placing this property in the A-2, Rural Agricultural District. City Council, at its meeting of March 8, 2016, approved Resolution No. R-1516-94 declaring 72nd Avenue N.E. fronting this property as a closed road. As a result, staff is unable to issue building permits until 72nd Avenue N.E. is built to City paving standards. The property consists of fifteen acres and one tract. 72nd Avenue N.E. is currently constructed going north from Tecumseh Road and terminates in a cul-de-sac approximately 280 feet south of the subject tract's southern property boundary.

The owners are seeking relief to gain access to their property pursuant to paragraph 9 of R-1516-94, which allows a majority City Council vote to grant an exemption based on:

> . . . [R]eview of a written statement by the applicant showing that the proposed use of the structure is only for an allowed use under the zoning on the property, and that it is in the best interests for the City to grant such an exemption. Granting the exemption pursuant to R-1516-94 requires a simple majority vote of City Council.

The applicants provided a letter dated August 23, 2026 in which they set forth their intention to only utilize the property for residential use (a permitted use) and provide access via a 20-foot gravel driveway including a gate for safety where the driveway meets the current cul-de-sac, in order to prevent loitering and/or dumping. This exemption, if granted would allow the owners a future building permit without incurring the considerable cost of constructing approximately 280 feet of 72nd Avenue N.E. to City standards.

The owners' proposal is also to assume responsibility for maintaining the driveway and the gate. The owners acknowledge that future subdivision is not possible and that they are responsible to ensure the drive and gate do not interfere with any operations by the City.

City staff have reviewed the owners' request and can support the gravel driveway and gate with the stated conditions and requirements in lieu of the roadway extension at this location since there are no plans for the City to open 72nd Avenue N.E. to Franklin Road due to the cost of building a bridge over Little River. This action is not intended to open this portion of 72nd Ave N.E. for general use by the public, and is allowed only as set forth in R-2627-48 for use by the record owners of this property.

RECOMMENDATION:

Staff can support Resolution No. R-2627-48, a request for exemption to Resolution No. R-1516-94 with the installation of a gravel driveway including the allowance of a gate to keep out unwanted dumping and use of the driveway by others.

Resolution

R-2627-48

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ALLOWING AN EXEMPTION TO RESOLUTION R-1516-94 TO ALLOW ACCESS VIA A 20-FOOT GRAVEL DRIVEWAY AND GATE CONSTRUCTED AND MAINTAINED BY PROPERTY OWNERS. LOCATED ONE-HALF MILE NORTH OF EAST TECUMSEH ROAD ON THE WEST SIDE OF 72ND AVENUE N.E.

§ 1. WHEREAS, City Council, in its meeting of March 8, 2016, adopted Resolution R-1516-94 declaring certain section line roads closed; and

§ 2. WHEREAS, Resolution R-1516-94 declared that properties adjacent to section line roads that have not been opened or made available for safe travel are not eligible for building permits; and

§ 3. WHEREAS, Resolution R-1516-94 established that City Council may grant an exemption to this policy by a majority vote of City Council upon a showing that the proposed use of the property is allowed use according to the A-2, Rural Agriculture District zoning of the property and that it is in the public interest to grant such an exemption.

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

§ 4. That property located at 4300 72nd Avenue N.E. one-half mile north of East Tecumseh Road on the west side of 72nd Avenue N.E. meets the criteria for an exemption according to Resolution R-1516-94 and shall be eligible for building permits in compliance A-2, Rural Agriculture District zoning with of the property with the stipulation that the 20-foot gravel private driveway and gate will be constructed and maintained by the applicant and that such construction and maintenance shall not interfere with City operations use of City right-of-way.

§ 5. That this exemption is allowed only as set forth herein and under the particular circumstances applicable to this property and shall not be construed as an action to open this portion of the 72nd Ave. N.E. right-of-way to general public use.

PASSED AND ADOPTED THIS 13TH DAY OF OCTOBER 2026.

_____
Mayor, Stephen T. Holman

ATTEST:

_____
City Clerk

Michael and Lyndi Hyde
11790 East Indian Hills Road
Norman, OK 73026
405-444-1519
Michaelh2850@yahoo.com
Date: August 23, 2026
To:
Ken Danner, Subdivision Development Manager
City of Norman
201-A West Gray Street
Norman, OK 73069
kdanner@normanok.gov
Subject: Request for Exemption to Resolution No. R-1516-94 – Property Access Proposal
Dear Mr. Danner,
Please accept this letter as our formal written request for an exemption to Resolution No. R-1516-94 to establish access to our 15-acre parcel (Parcel ID: SD29 9 1W 7005 | Legal Description: S15 AC OF E/2 NE/4 SEC 7-9N-1W).
The primary purpose of establishing this access is to prepare the property for a future residential building permit. To achieve this, we propose extending the closed section line of NE 72nd Avenue approximately 300 feet north to construct a 20-foot wide gravel driveway. Additionally, we respectfully request permission to install a gate across the driveway at the junction where the existing road meets the extension. While public parking exists nearby for access to the adjacent state Wildlife Conservation property along the Little River, this gate will ensure visitors do not mistake the extended driveway for additional public parking or a turn-around area.
In accordance with the city's conditions for staff support, we formally acknowledge and agree that the 15-acre parcel will remain in its existing legal description as one single tract. We will not subdivide this property now or at any point in the future.
Thank you for your guidance on this matter. Please let us know if you need any additional information prior to submitting this request to the City Council for consideration.
Sincerely,
Michael Hyde & Lyndi Hyde
Property Owners

Michael Hyde 8-23-26

Lyndi Hyde 8-23-26

Resolution

R-1516-94

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, DECLARING CERTAIN SPECIFIED SECTION LINES AS NOT ELIGIBLE FOR BUILDING PERMITS EXCEPT AS PROVIDED HEREIN.

§ 1. WHEREAS, the statutory section line was established for the purpose of providing public road access to individual tracts of land; and

§ 2. WHEREAS, the granting of building permits for properties abutting section lines are dependent upon whether a public road has been adequately constructed to public road standards on said section lines; and

§ 3. WHEREAS, concern has been expressed regarding which section line roads are open and available for safe travel; and

§ 4. WHEREAS, the section lines described in Attachment A are not open and available for safe travel.

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

§ 5. That said section lines described in Attachment A shall not qualify as public road frontage as required by City Code for land subdivision or for the issuance of building permits; and

§ 6. That tracts abutting said section lines shall not be issued building permits unless the section line road is constructed to acceptable standards or served by an alternate street or roadway as prescribed by Chapter 19 of the Code of the City of Norman; and

§ 7. That said section line rights-of-way are not abandoned by this action; and

§ 8. That the City Council of the City of Norman maintains its authority to revise this policy; and

§ 9. That the City Council of the City of Norman, in protecting and promoting the health, safety, and welfare of the citizens of the City, reserves its prerogative to exempt the policy advanced herein for any application for a building permit by a majority vote of the Council based upon review of a written statement by the applicant showing that the proposed use of the structure is only for an allowed use under the zoning on the property, and that it is in the best public interest for the City to grant such an exemption.

PASSED AND ADOPTED this 8th day of March, 2016.

CITY OF NORMAN CORPORATE SEAL OKLAHOMA

Cindy Rosenthal
Mayor

ATTEST:

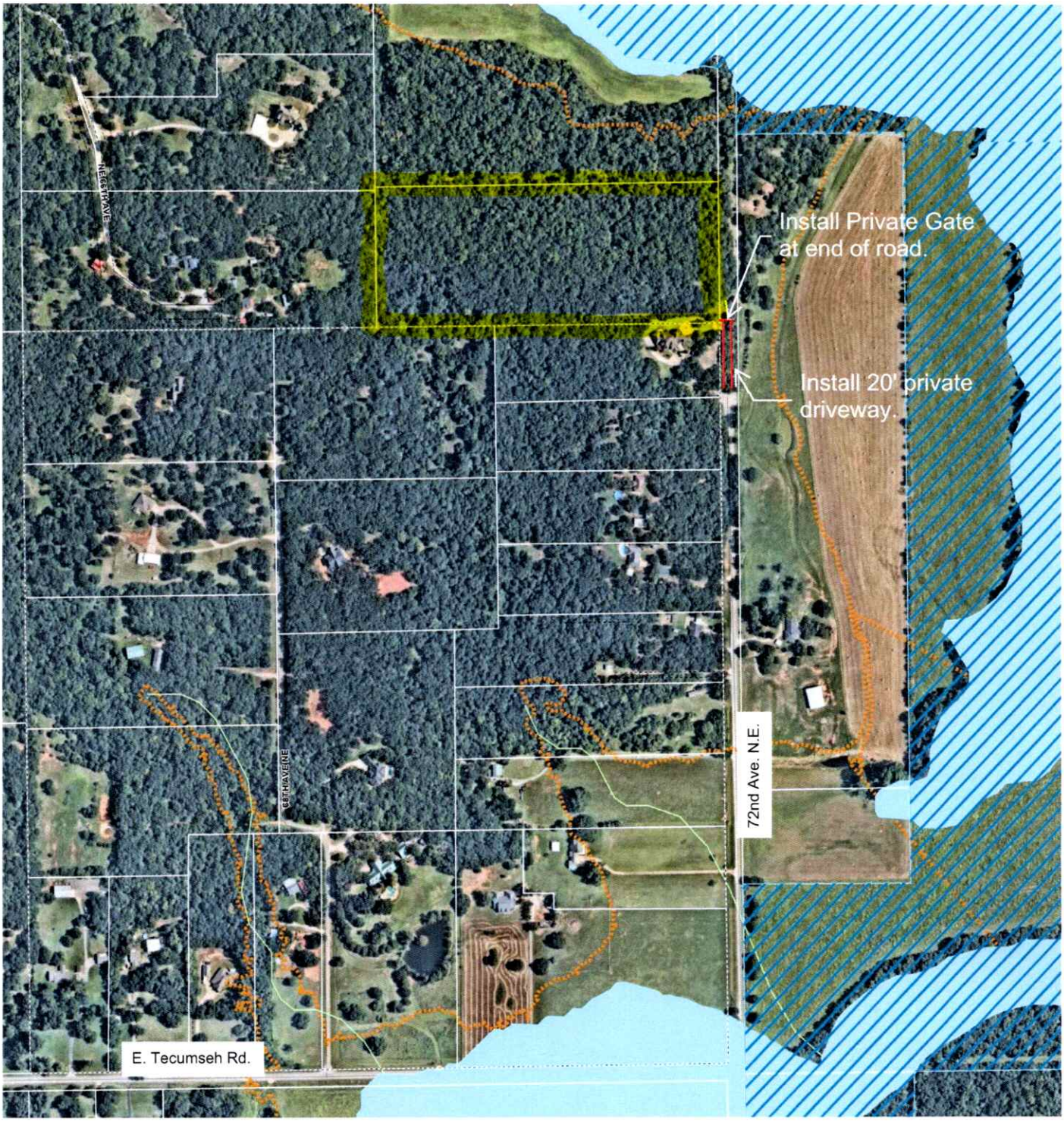
Brenda Hall
City Clerk

THE CITY OF NORMAN OKLAHOMA

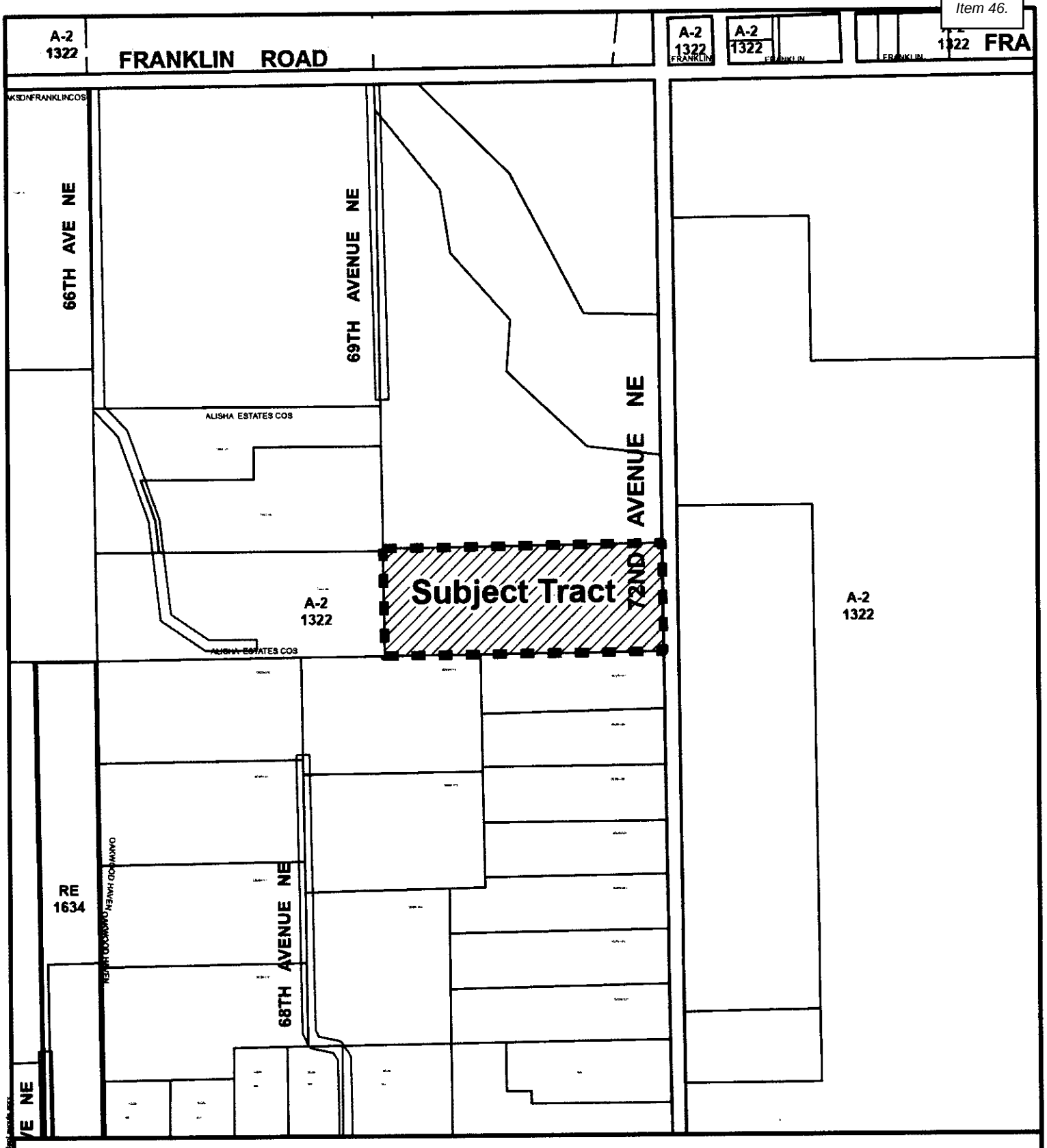
ATTACHMENT A R-1516-94

NORTH-SOUTH SECTION LINES

72nd Avenue West:	Beginning at a point 2,640 feet north of Robinson Street West, thence south to the Norman City limits line.
	Between Indian Hills Road West and Franklin Road West.
60th Avenue West:	Beginning on Robinson Street West, thence south to the Norman City limits line.
48th Avenue West:	Beginning at Willow Grove Drive, thence south to the Norman City limits line.
36th Avenue West:	Beginning at Shadow Ridge Drive, thence south to the Norman City limits line.
24th Avenue West:	Beginning at Robinson north to Tecumseh, less the north 3200 and 3500 blocks.
	South from Robinson a distance of 1,650 feet.
	Beginning at a point 800 feet south of Rivercross, thence south to the Norman City limits line.
Berry Road:	Beginning at Rock Creek Road, thence south to Westheimer Drive.
	Beginning on Imhoff Road West, thence south to the Norman City limits line.
Porter/Jenkins Avenue:	Beginning at Acres Street, thence south to Front Street.
12th Avenue East:	Beginning 345 feet south of Eagle Cliff Drive, thence south to Post Oak Road East.
24th Avenue East:	From Cedar Lane north to St. James Park Addition.
36th Avenue East:	Beginning at Wood Valley Road north to Grand Canyon Drive.
72nd Avenue East:	Beginning at a point 2,112 feet north of Tecumseh Road East, thence north to Franklin Road East.
84th Avenue East:	Beginning on Rock Creek Road East, thence south 3,600 feet.
	Beginning on Tecumseh Road East, thence south 3,200 feet.
96th Avenue East:	Beginning on Vermillion, thence south to Post Oak Road.
	Beginning on Highway 9, thence north to Lindsey Street.
	Beginning at the intersection of 96th Avenue East and Arrow Head Drive, thence south to Boyd Street.
	Beginning on Tecumseh Road East, thence north to Dare Lane.
	Between Bethel Road and Franklin Road.


Install Private Gate at end of road.
Install 20' private driveway.
72nd Ave. N.E.
E. Tecumseh Rd.

R-2627-48



Location Map

Map Produced by the City of Norman Geographic Information System. The City of Norman assumes no responsibility for errors or omissions in the information presented.

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September 16, 2026

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Subject Tract

File Attachments for Item:

47. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-50: FOR A BUDGET APPROPRIATION IN THE AMOUNT OF $3,500.00 FROM THE POLICE UNMANNED AIRCRAFT SYSTEMS (UAS) REIMBURSEMENT ACCOUNT TO THE PATROL POLICE DEPARTMENT UAS EXPENDITURE ACCOUNT FOR EQUIPMENT PURCHASES AND REPAIR COSTS.

CITY OF NORMAN, OK
STAFF REPORT

MEETING DATE: 09/22/2026

REQUESTER: Gary Hopcus, Major

PRESENTER: Kevin Foster, Chief of Police

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-50: FOR A BUDGET APPROPRIATION IN THE AMOUNT OF $3,500.00 FROM THE POLICE UNMANNED AIRCRAFT SYSTEMS (UAS) REIMBURSEMENT ACCOUNT TO THE PATROL POLICE DEPARTMENT UAS EXPENDITURE ACCOUNT FOR EQUIPMENT PURCHASES AND REPAIR COSTS.

BACKGROUND:

Last calendar year, the University of Oklahoma Athletics Department agreed to financially reimburse the Norman Police Department $500.00 for the deployment of aerial drones in support of public safety operations during each OU football game day. During these operations, the drones were utilized to search for missing individuals, identify safety hazards, and provide situational awareness to public safety personnel. The purpose of this reimbursement process is to help offset the costs associated with the wear and tear that incurs from prolonged drone usage during these operations.

DISCUSSION:

The University of Oklahoma Athletics Department reimbursed the City of Norman-Norman Police Department in the amount of $3,500.00 for the CY25 OU Football season. The funds were deposited into the Police UAS Reimbursement revenue account (106-342506)

RECOMMENDATION:

It is recommended the City of Norman appropriate $3,500.00 from the Police UAS Reimbursement revenue account (106-342506) into the Patrol PD UAS expenditure account (10660322-43140) for the expenses and repairs associated with the drone usage.

Resolution

R-2627-50

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, REQUESTING A BUDGET APPROPRIATION IN THE AMOUNT OF $3,500 FROM THE POLICE UNMANNED AIRCRAFT SYSTEMS (UAS) REIMBURSEMENT ACCOUNT TO THE PATROL POLICE DEPARTMENT (UAS) EXPENDITURE ACCOUNT FOR EQUIPMENT PURCHASES AND REPAIR COSTS.

§ 1. WHEREAS, the University of Oklahoma Athletics Department agreed to reimburse the City of Norman $500.00 for the use of Norman Police Department aerial drones during each OU football game day to support public safety operations; and

§ 2. WHEREAS, the drones are utilized to assist with locating missing individuals, identifying safety hazards, and providing situational awareness to public safety personnel; and

§ 3. WHEREAS, the University of Oklahoma Athletics Department reimbursed the City of Norman-Norman Police Department $3,500.00 for drone operations during the CY25 OU football season, with the funds deposited into the Police UAS Reimbursement revenue account (106-342506); and

§ 4. WHEREAS, the City of Norman desires to appropriate $3,500.00 from the Police UAS Reimbursement revenue account (106-342506) into the Patrol Police Department UAS expenditure account (10660322-43140) for expenses and repairs associated with drone usage.

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

§ 5. THAT the following appropriation be made for reasons as stated above:

Losing Account	Gaining Account	Amount
Police UAS Reimbursement revenue account	Patrol Police Department UAS expenditure account	
106-342506	10660322-43140	$3,500

PASSED AND APPROVED this 13th day of October 2026.

_____
Mayor, Stephen T. Holman

ATTEST:

_____
City Clerk

File Attachments for Item:

48. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-64 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE NORTHRIDGE INDUSTRIAL PARK SECTION 7 LOT 8A AKA LOTS 8 AND 9 BLK 2, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM I-1, LIGHT INDUSTRIAL DISTRICT, AND PLACE SAME IN A SPUD, SIMPLE PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3201 DESKIN DRIVE; WARD 8)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: John and Lisa Proctor

PRESENTER: Jane Hudson, Planning and Community Development Director

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-64 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE NORTHRIDGE INDUSTRIAL PARK SECTION 7 LOT 8A AKA LOTS 8 AND 9 BLK 2, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM I-1, LIGHT INDUSTRIAL DISTRICT, AND PLACE SAME IN A SPUD, SIMPLE PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3201 DESKIN DRIVE; WARD 8)

APPLICANT/REPRESENTATIVE	John and Lisa Proctor/Shannan Hinckley, Countdown Events
LOCATION	3201 Deskin Dr.
WARD	8
CORE AREA	No
EXISTING ZONING	I-1, Light Industrial District
EXISTING LAND USE DESIGNATION	Job Center
CHARACTER AREA	Corridor (Gateway)
PROPOSED ZONING	SPUD, Simple Planned Unit Development
PROPOSED LAND USE	No Change
REQUESTED ACTION	Rezone to SPUD, Simple Planned Unit Development, to allow for a multipurpose event venue

SUMMARY:

The applicants, John and Lisa Proctor, represented by Shannan Hinckley, of Countdown Events, are requesting to rezone from I-1, Light Industrial District, to SPUD, Simple Planned Unit Development. The proposed rezoning will allow for the operation of a multipurpose event venue on the site.

EXISTING CONDITIONS:

SIZE OF SITE: +/- 0.96 acres

SURROUNDING PROPERTIES

	Subject Property	North	East	South	West
Zoning	I-1	I-1	I-1	I-1	I-1
Land Use	Job Center	Job Center	Job Center	Job Center	Job Center
Current Use	Multipurpose Event Venue	Industrial	Industrial	Industrial	Industrial

ZONING DESIGNATION
I-1, Light Industrial District
This industrial district is intended for the conduct of light industrial uses that do not generate excessive noise, odor, dust, smoke, or vibration, and are otherwise not injurious to the health and safety of the neighborhood. Certain retail activities associated with such light industrial uses are allowed, as are professional offices.

LAND USE DESIGNATION
Job Center
See attached Job Center Land Use Category document.

CHARACTER AREA DESIGNATION
Corridor Areas
See attached Corridor (Gateway) Character Area document.

NEAREST PUBLIC PARK
Highland Village Park is approximately 1 mile southeast of the subject property. However, it is not accessible via pedestrian infrastructure from the subject property.

PROCEDURAL REQUIREMENTS:

PRE-DEVELOPMENT:
A Pre-Development meeting is not required for this request, as the subject property is under 40 acres.

REVIEW COMMENTS:

This application was submitted to the following agencies, departments, and/or divisions for review and comment. An asterisk (*****) indicates that the agency, department, and/or division responded with review comments "inconsistent" with AIM Norman Plan. Items in blue in these sections represent City Staff analysis.

CITY DEPARTMENTS

1. Fire Department
2. Building Permitting Review
3. Public Works/Engineering
4. Transportation Engineer
5. Planning*
6. Utilities

FIRE DEPARTMENT

This was a medical marijuana grow facility as late as 2020 with an annual inspection resulted in 2023 by NFD. An event center would be a change of use and the structure would need to comply with the IBC requirements for A-3 or A-2 depending on their intent of use.

BUILDING REVIEW

A building permit will be required to change the occupancy of the building to an Assembly Use. Building codes and all applicable trades will be addressed at the building permit stage.

PUBLIC WORKS/ENGINEERING

The proposal is located within an existing development that was platted as Northridge Industrial Park Section 7. There are no additional comments from Public Works/Engineering.

TRANSPORTATION ENGINEER

The proposal is located within an existing development that was platted as Northridge Industrial Park Section 7. There are no additional comments from the Transportation Engineer.

PLANNING*

ZONING CONSIDERATIONS

SPUD, Simple Planned Unit Development

The SPUD, Simple Planned Unit Development, is a special zoning district that provides an alternate approach to the conventional land use controls and to a PUD, Planned Unit Development to maximize the unique physical features of a particular site and produce unique, creative, progressive, or quality land developments.

- The SPUD may be used for particular tracts or parcels of land that are to be developed, according to a SPUD narrative and a development plan map and contains less than five acres.
- The SPUD is subject to review procedures by Planning Commission and adoption by City Council.

It is the intent of this section to encourage developments with a superior built environment brought about through unified development and to provide for the application of design ingenuity in such developments while protecting existing and future surrounding areas in achieving the goals of comprehensive plan of record. In addition, the SPUD provides for the following:

- Encourage efficient, innovative use of land in the placement and/or clustering of buildings in a development and protect the health, safety, and welfare of the community.
- Contribute to the revitalization and/or redevelopment of areas where decline of any type has occurred. Promote infill development of areas where decline of any type has occurred. Promote infill development that is compatible and harmonious with adjacent uses and would otherwise not be an area that could physically be redeveloped under conventional zoning.
- Maintain consistency with the City's zoning ordinance, and other applicable plans, policies, standards and regulations on record.
- Approval of a zone change to a SPUD adopts the master plan prepared by the applicant and reviewed as part of the application. The SPUD establishes new and specific requirements for the amount and type of land use, residential densities, if appropriate, development regulations and location of specific elements of the development, such as open space and screening.

The applicant requests rezoning to SPUD, Simple Planned Unit Development, to allow for the operation of a multipurpose event venue, which is not a defined or allowed use in any existing zoning district. The proposal is **consistent** with the purpose of a SPUD.

Uses Permitted

- The proposed uses of the site will be those allowed in the I-1, Light Industrial District, with the addition of a multipurpose event venue, as listed in Exhibit C of the SPUD narrative.

The uses permitted within the proposed development mirror those allowed in the I-1, Light Industrial District, with the addition of a multipurpose event venue. These proposed uses are **consistent** with the surrounding I-1 zoning. A multipurpose event venue is a less intensive use than several of the uses allowed by the current zoning district.

Area Regulations

- Front Setback: 25'
- Side Setback: 15' where abutting a residential zoning district, and 0' in all other cases.
- Rear Setback: 30' where abutting a residential zoning district, unless a rear alley is provided. 0' when there is a rear alley provided or the Property does not abut a residential zoning district.

The area regulations of the proposal are **consistent** with the setbacks of the surrounding area.

Height Regulations

- There shall be no maximum height for building within this SPUD, except where the lot abuts a residential zoning district, in which case any building shall not exceed three stories or 45 feet in height, unless it is set back one foot from all yard lines for each foot of additional height above 45 feet.

The proposed height limits are **consistent** with the surrounding area.

Landscaping

- Landscaping will comply with Norman's applicable ordinances.

The landscaped areas within the development are existing. Any redevelopment of the off-street parking areas will require landscaping that is **consistent** with City standards.

Parking

- The development will provide parking as shown on the Site Development Plan. All parking areas will comply with applicable ordinances. There is an existing gravel parking area on the south side of the property that may remain.

The proposed development is **inconsistent** with the City's parking regulations, due to the inclusion of a gravel parking area. Gravel is not an allowed parking surface, but the gravel parking area on the Property has been maintained since at least 2005. With this zoning request, gravel will be permitted as a parking surface.

Lighting

- All exterior lighting shall be installed in accordance with the applicable regulations of Section 36-549, Commercial Outdoor Lighting Standards, as amended from time to time.

Exterior lighting within the development will be **consistent** with applicable City regulations.

Signage

- All signage shall comply with applicable provisions of the Industrial Sign Standards of the City of Norman Municipal Code.

All signage will be **consistent** with applicable City regulations.

Screening

- Screening shall meet or exceed the applicable provisions of Section 36-552, Fencing, Walls, and Screening, of the City of Norman Municipal Code. Additionally, outdoor storage shall be screened from public rights-of-way and adjacent residential areas.

All screening will be **consistent** with the City's screening regulations.

Exterior Materials

- All buildings shall comply with the applicable provisions of Section 36-547, Exterior Appearance, of the City of Norman Municipal Code.

The proposed exterior material regulations are **consistent** with the surrounding zoning, as they also must comply with the cited provisions. However, the development has existed since 2003, pre-dating the Exterior Appearance ordinance's effective date of October 28, 2005.

AIM NORMAN LAND USE CONSIDERATIONS

Please see the attached descriptions from the AIM Norman Land Use Plan. It should be noted that the development has existed since 2003, pre-dating the polices found within the land use plan.

Overarching Non-Residential Policies

The development is generally **inconsistent** with the overarching non-residential policies. However, it should be noted that the development has existed since 2003, pre-dating these policies. No new development is proposed as part of this SPUD.

Corridor Areas (Gateway) Policies

The proposal is generally **inconsistent** with the Corridor Areas (Gateway) policies, as it is single-use in nature, and does not feature pedestrian infrastructure. However, the development has existed since 2003, pre-dating these policies.

Job Center Land Use Policies

Job Center Policies

- Emphasis on concentration of high-quality jobs. Vital to the long-term health of the city, these activities have special considerations to aid in maximizing their benefits to the community, including accommodations for freight traffic, above average utility usage (water, electric, natural gas), and temporary outdoor storage for materials awaiting transport. Most activities within this land use occur inside a building or under a purpose-built cover. These locations are conducive to larger scale manufacturing, warehousing, and research/technology campuses.
- Residential uses are typically not appropriate. Multi-unit residential uses can be mixed into corporate campuses or employee provided housing arrangements. Adjacent residential uses may be appropriate.

While the proposed SPUD, for the purpose of allowing a multipurpose event venue, is not typically associated with the types of uses described in the Job Center Land Use Policies, it is a similar land use to those supported uses. It also offers a service that is otherwise not described in any existing zoning district. Under the proposed SPUD, other uses allowed in the I-1, Light Industrial District, are allowed, meaning the site could come further into compliance with the spirit of this Land Use Policy in the future. Furthermore, the proposal does not allow for any residential development. Overall, the proposal is generally **consistent** with the Job Center Land Use Policy.

Building Types

There is no height limit within the proposed SPUD when not abutting a residential zoning district. The proposal is **consistent** with this Job Center Land Use Policy.

Site Design

The existing development is generally **consistent** with this Job Center Land Use Policy, as it features a simple site layout and utilizes landscaping to improve the development's attractiveness along Deskin Dr. and Double Dr. However, there are no pedestrian facilities proposed, as the development is located within an existing industrial park without larger pedestrian infrastructure or trail access.

Transportation

The proposal is **consistent** with this Job Center Land Use Policy, as it is located within an industrial park with simple access to W. Tecumseh Rd.

Utility Access

The site is currently connected to public water and sanitary sewer facilities. The proposal is **consistent** with this Job Center Land Use Policy.

Public Space

There are no formal plazas or gathering spaces proposed. For this reason, the proposal is **inconsistent** with this Job Center Land Use Policy. However, it should be noted that the proposal is located within an existing development which pre-dates AIM Norman, and no major improvements to the site are proposed.

Neighborhood and/or Special Area Plans

This location **is not** within a Neighborhood or Special Planning Area.

UTILITIES

AIM NORMAN PLAN CONFORMANCE

Proposed development is in accordance with AIM Water and Wastewater Utility Master Plans.

SOLID WASTE MANAGEMENT

Proposed development meets requirements for City streets and provides access for solid waste services.

WATER/WASTEWATER AVAILABILITY

Water Availability

Adequate capacity within the water system exists to serve the proposed development.

Wastewater Availability

Adequate capacity within the wastewater system exists to serve the proposed development.

DISCUSSION:

Overall, the proposed development largely aligns with the AIM Norman Land Use and Character Area objectives, as the proposal is located within an existing development, and the proposed SPUD is similar to the regulations of the site's existing I-1, Light Industrial District, zoning designation. The intended use of a multipurpose event venue is generally less intensive than many of the uses allowed within the I-1 District, meaning there is no anticipated negative impact on the surrounding area.

CONCLUSION:

Staff forwards this request for rezoning from I-1, Light Industrial District, to SPUD, Simple Planned Unit Development, and Ordinance O-2526-64 for consideration by City Council.

PLANNING COMMISSION RESULTS:

At their meeting on July 9, 2026, the Planning Commission recommended approval of Ordinance O-2526-64, by a vote of 5-0.

OVERARCHING POLICIES

These policies are designed for all Character Areas throughout Norman, as applicable.

GENERAL

- Based upon the recommendations of the most recent Stormwater Management Plan (SWMP), improve stormwater management for all development projects.
  - *Improve stormwater and floodplain management with all infill development.*
- Based on the most recent Transportation Plan and Complete Streets Policy, City projects and new development should establish a network of complete streets (see glossary).
- Appropriately regulate development within the floodplains and Stream Planning Corridors via the Floodplain and Water Quality Protection Zones (WQPZ) ordinances.
- Create and uphold quality build and site design standards to bolster community identity and pride.
- Where feasible, new streets and internal streets should follow a grid pattern of small blocks for a more condensed form of development.
- Improve pedestrian and bicycle connectivity, especially between public transit stops and destinations with new projects, redevelopments, or reconfiguration of existing development.
- Amenities such as, but not limited to, seating, public art, natural green space, fountains and other outdoor landscape elements should be included within each development. These amenities should be conscious and considerate of impacts on the natural environment.
- Develop buildings that meet or exceed Universal Design principles.
- Promote building principles such as energy efficiency and renewable energy sources, indoor environmental quality, water conservation, and minimizing impacts on wildlife through space and material optimization and building with resilient design.
- Coordinate all capital improvement projects between all necessary City departments (e.g. transportation, water, wastewater, stormwater, parks).
- Strengthen programming for disseminating information on the City's Fertilizer Ordinance and other pollution prevention initiatives.

RESIDENTIAL

- New residential development should blend with existing housing, incorporating tools such as buffering requirements and right-sized public spaces as defined in land use categories.
- Accommodate a variety of housing styles, sizes, densities, and price points to suit diverse housing needs.
- New residential development should use a variety of techniques to avoid the appearance of identical homes, increasing vibrancy and diversity in the built environment.

NON-RESIDENTIAL

- New non-residential development should use high quality building materials such as glass, brick, stone, wood or cementitious siding.
- Require that loading areas be located to the rear and sides of buildings and screened from view.
- Ensure that all sides of a parking garage that are visible from public view are architecturally consistent with the buildings it serves.
- Buildings in a corporate campus setting should have an internal pedestrian network between buildings.

DRAFT

CORRIDOR AREAS

CHARACTERISTICS & INTENT

Corridor Areas are developed or undeveloped land on both sides of a roadway; primarily designated, although not limited to, commercial and mixed-use development with auto-centric design. Scale and location affect the type and intensity of these uses. Corridor character is determined by scale and is recognized in three main areas.

Gateway Corridors

Major thoroughfare that serves as an important entrance or means of access to the community marked by orientation of buildings to highway; on-site parking; and large set-backs for buildings. Anticipating high public transit access, including stops and shelters in locations safe for passengers and operations. Interstate-35, North Flood Avenue, Alameda Street, Main Street west of 24th, and Highway 9 are Gateway Corridors managed under this Character Area.

In-Town Corridors

Arterial streets servicing neighborhood needs including commercial, residential, civic, and recreational uses. Already or likely to experience uncontrolled strip development if growth is not properly managed. Anticipating high public transit access, including stops and shelters in locations safe for passengers and operations. These corridors are managed under Suburban Neighborhood Character Area policies and Action Items.

Downtown Corridors

Key commercial areas of transition from auto-centric to pedestrian-friendly design. These corridors are managed under Core Neighborhood Character Area policies and Action Items.

GOALS

- Encourage high-quality destination commercial and mixed-use development that highlights Norman's role as a collegiate town.
- Promote Transit Oriented Development (TOD) design with emphasis on first- and last-mile connections to alternative forms of transportation.

OPPORTUNITIES

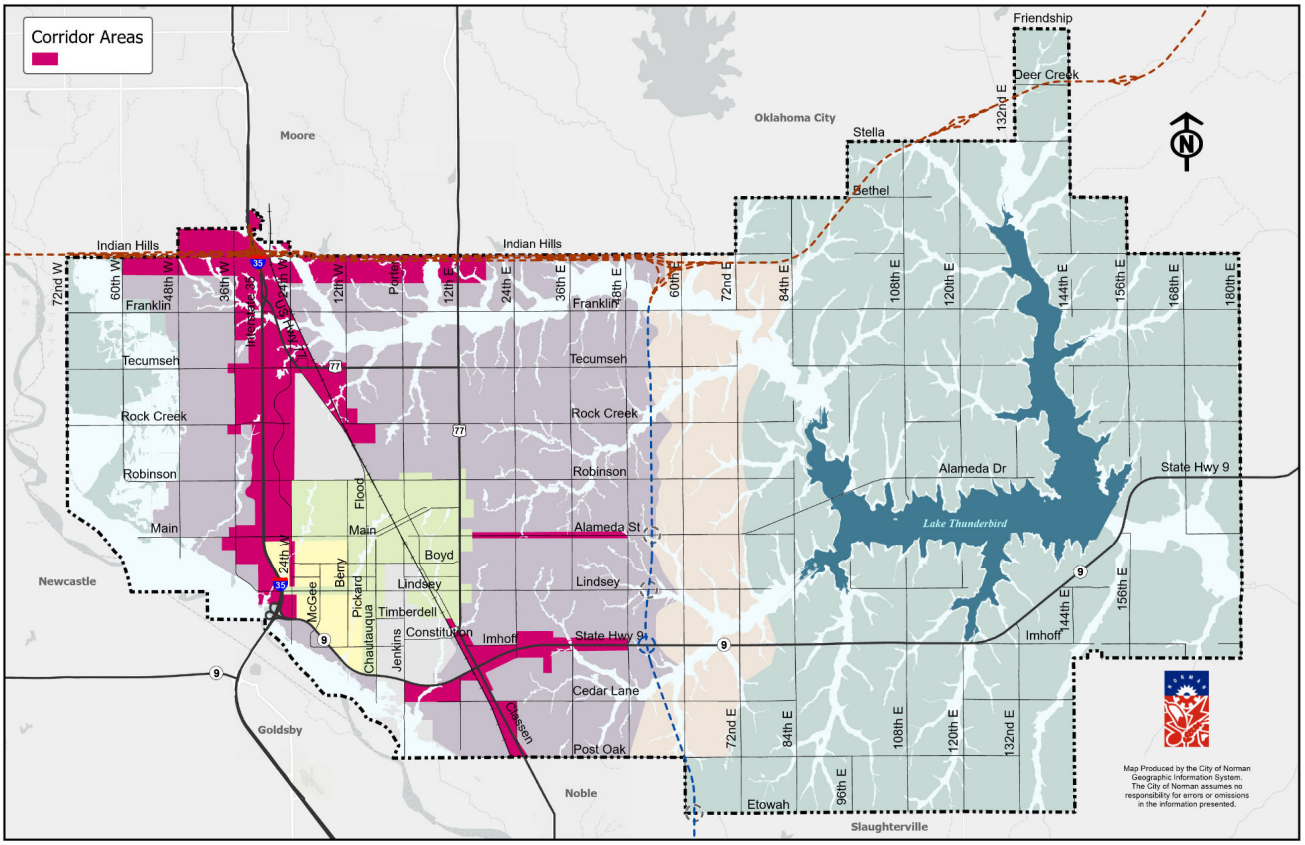
- Access to public transit systems.
- New and redevelopment opportunities.
- Convenient connections to nearby neighborhoods.

CHALLENGES

- Poor existing sidewalk and bike connections, especially to public transit.
- Underused/vacant sites.

POLICIES

- Support the natural phasing out of older and lower-yield commercial and industrial uses with regulations and incentives that support mixed-uses and local businesses.



- Use screening, with natural materials when possible, to lessen noise pollution and visual clutter from existing and future uses along the corridor.
- Promote circulation and manage access to keep traffic flowing by:
  - *Including access along and into properties for vehicles, public transit, pedestrians, and bicyclists during street and interchange improvements.*
  - *Projects should not create fragmented parcels or impede on- and off-site circulation through, to reduce restriction of future development.*
  - *Allowing redevelopment of excess parking areas or commercial building space for residential uses, especially along public transit routes and areas with strong existing or planned pedestrian connections.*
  - *Requiring shared entrances, cross-access, and avoiding multiple access points for new commercial developments at major intersections.*
- Commercial developments should offer both internal and external pedestrian connections, especially between hotels, restaurants, and retail services.
  - *Connections to the corridors and through developments should improve safety for those walking, bicycling, or using mobility devices.*
- Allow redevelopment for high density residential and mixed-residential uses near public transit stops, along pedestrian routes, and where site design does not create secluded enclaves of apartments.
- Add density through development of sites behind properties directly facing streets.
- Retrofit or mask existing strip development or other unsightly features, as necessary.
- Explore requiring that stormwater management and detention have lower impact than historic stormwater conditions for all new or redevelopment along corridors.

ACTION ITEMS

- Complete corridor-specific plans for Ed Noble Parkway and the potential Transit Oriented Development (TOD) sites that identify residential development opportunities that have good access management, improved site design, and low impact transitions to non-residential uses.
- Offer wayfinding and gateway features that welcome and orient visitors.
- Conduct a parking study with intent to reduce parking abundance by evaluating the amount of parking needed at the development or block level rather than at the individual business level.
- Establish incentives for the I-35 Corridor that:
  - *Elevate the image of the community as compared to other sections of the I-35 corridor in the metropolitan area. Examples may include, but are not limited to: limiting signage and low-quality building materials, increasing landscaping features, showcasing renewable energy, and/or featuring public art and lighting.*
  - *Improve efficiency of land use in the area and avoid large expanses of parking and disconnected uses.*
- Update regulations to:
  - *Emphasize community aesthetics, high-quality building design and materials, and image for Gateway Corridors.*
  - *Protect and/or preserve wetlands and wildlife habitat when developing east towards the 2045 Reserve.*
  - *Streamline projects that increase cross access between land uses and/or properties.*
- Elevate the image of all Gateway Corridors from the roadway. Examples may include, but are not limited to: limiting signage and low-quality building materials, increasing landscaping features, showcasing renewable energy, and/or featuring public art and lighting.

LAND USE CATEGORY

Job Center (JC)

DESCRIPTION & CONTEXT

Emphasis on concentration of high-quality jobs. Vital to the long-term health of the city, these activities have special considerations to aid in maximizing their benefits to the community, including accommodations for freight traffic, above average utility usage (water, electric, natural gas), and temporary outdoor storage for materials awaiting transport. Most activities within this land use occur inside a building or under a purpose-built cover. These locations are conducive to larger scale manufacturing, warehousing, and research/technology campuses.

Residential uses are typically not appropriate. Multi-unit residential uses can be mixed into corporate campuses or employee provided housing arrangements. Adjacent residential uses may be appropriate.

BUILDING TYPES

Appropriate and common structures are mid-rise offices, large warehouse-type structures, and other buildings that support the primary function, for example a gate house.

SITE DESIGN

- Relatively simple site layouts are appropriate.
- Primarily providing employee parking, although parking lots may seem small compared to the building.
- Attention should be paid to appropriate landscaping designed to screen or buffer sites.
- Building design, articulation, and landscaping should contribute to the attractiveness of sites from the major roadways.
- Industrial uses with high external effects like noise and odor must mitigate anticipated adverse impacts on adjacent land uses. Adjacent residential uses are not appropriate in this context.
- Includes access to sidewalks, trails, and side paths from entrances to streets with transit services and/or potential transit service.

TRANSPORTATION NETWORK, CIRCULATION & ACCESS

Clear and simple access to the highway network is important to activities - both for movement of goods and for employees, many of whom live in neighboring cities or counties. As the area intensifies, an evaluation for extending/expanding transit service would be appropriate. Convenient access and/or integration with trail connections.

UTILITY ACCESS

A full range of utilities should be available. If services are not already in place, they must be extended by the developer during the platting process to be suitable for development. If development occurs adjacent to existing facilities that are determined to be insufficient to meet the demands of the proposed development, the developer must upgrade the existing facilities to enhance the capacity of the utility systems.

PUBLIC SPACE TYPES

Plazas/gathering areas designed for employees to relax and socialize are appropriate. Publicly owned parks are unlikely.

DRAFT

LOCATIONAL CRITERIA

- Strong, if not direct, access to regional highway network. Typically along connector and arterial streets or at places of high accessibility.
- May connect to regional commercial centers, though not required.
- Job Center is most compatible adjacent to: UM, UH, ULC, MX, IMX, CBD, LCC, C, TOD, OP, and CIV.
- Job Center is least compatible adjacent to: UL, RR, and AR. and requires additional buffering from uses that generate more noise, odors, air and light pollution, and heavy traffic.

ZONING DISTRICTS

I-1	I-2	M-1								
PUD	SPUD									
A-1	A-2	RE	R-1	R-1-A	R-2	TC	CR	I-1	I-2	M-1

Office



Industrial



DRAFT

O-2526-64

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE NORTHRIDGE INDUSTRIAL PARK 7 LOT 8A AKA LTS 8 AND 9 BLK 2, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM I-1, LIGHT INDUSTRIAL DISTRICT, AND PLACE SAME IN A SPUD, SIMPLE PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3201 DESKIN DRIVE; WARD 8)

§ 1. WHEREAS, John and Lisa Proctor – Revocable Trust, the owners of the hereinafter described property, have made application to have the subject property removed from I-1, Light Industrial District, and placed in a SPUD, Simple Planned Unit Development; and

§ 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing on July 9, 2026 as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and

§ 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

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

§ 4. That Section 36-201 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from I-1, Light Industrial District, and place the same in a SPUD, Simple Planned Unit Development, to wit:

NORTHRIDGE INDUSTRIAL PARK 7 LOT 8A AKA LTS 8 AND 9 BLK 2

§ 5. Further, pursuant to the provisions of Section 36-510 of the Code of the City of Norman, as amended, the following condition is hereby attached to the zoning of the tract:

a. The site shall be developed in accordance with the SPUD Narrative, Site Development Plan, and supporting documentation, which are made a part hereof.

§ 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

ADOPTED this _____ day of _____, 2026.

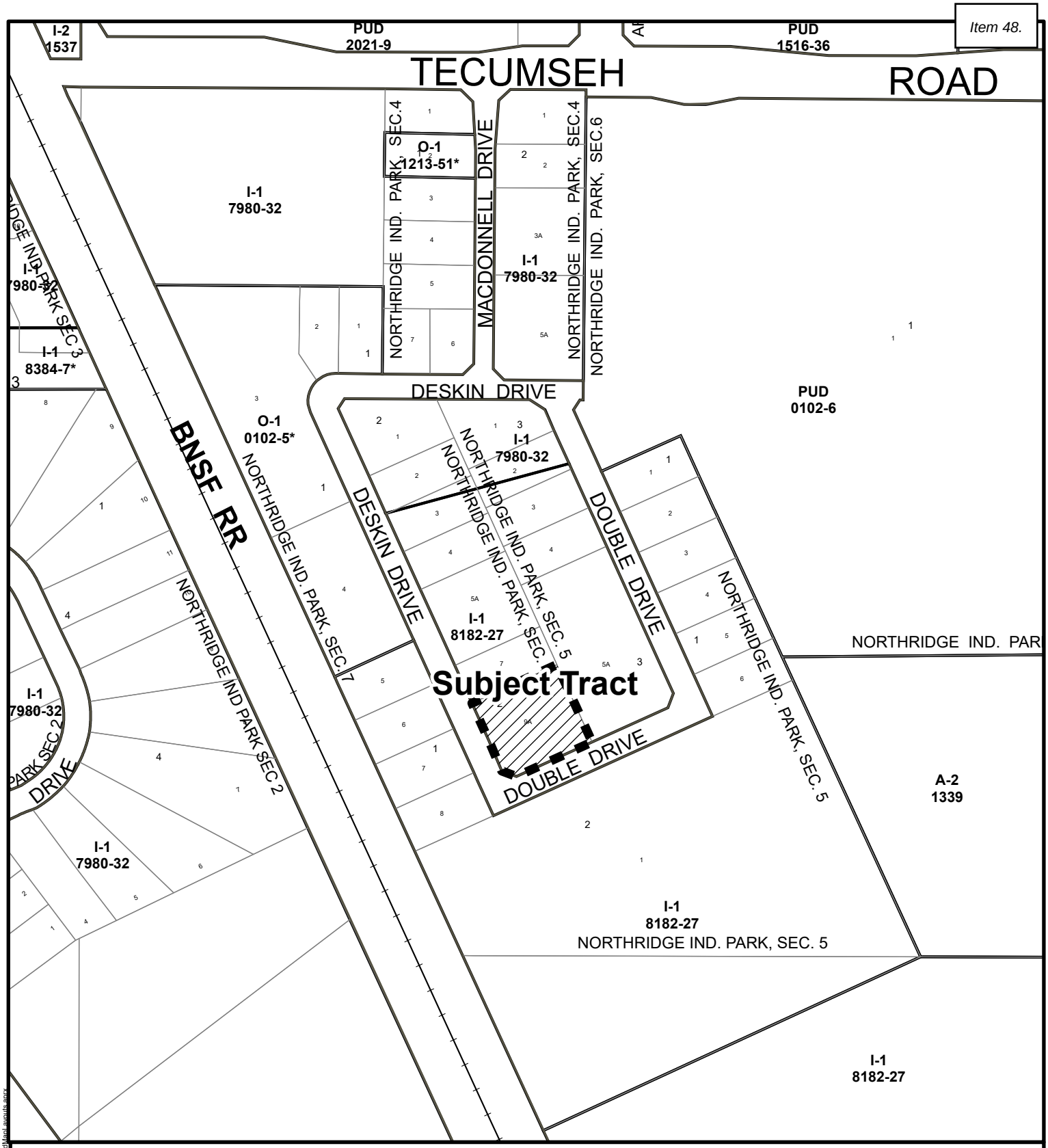
_____
(Mayor)

ATTEST:

_____
(City Clerk)

NOT ADOPTED this _____day of _____, 2026.

_____
(Mayor)



Location Map

Map Produced by the City of Norman Geographic Information System. The City of Norman assumes no responsibility for errors or omissions in the information presented.

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May 5, 2026

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Subject Tract

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3201 Deskin Dr
SIMPLE PLANNED UNIT DEVELOPMENT (SPUD)
Norman, Oklahoma

APPLICANT:
John and Lisa Proctor

APPLICATION FOR:
Simple Planned Unit Development (SPUD)
Norman, 2026

SUBMISSION DATES:
Submitted: June 1, 2026
Revised: June 29, 2026

PREPARED BY:
Shannan Hinckley, Countdown Events
3201 Deskin Dr

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  A. Location
  B. Existing Land Use and Zoning
  C. Elevation and Topography
  D. Drainage
  E. Utility Services
  F. Fire Protection Services
  G. Traffic Circulation and Access

III. Development Plan and Design Concept
  A. Uses Permitted
  B. Area Regulations
  C. Development Criteria

EXHIBITS

A. Legal Description
B. Site Development Plan
C. Allowable Uses

I. INTRODUCTION

John and Lisa Proctor (the "Applicant") propose to rezone the property described in **Exhibit "A"** (the "Property") as a Simple Planned Unit Development ("SPUD") to allow for the use, operation, and associated amenities of a multipurpose event venue.

The Property contains approximately 0.96 acres and includes one existing building, approximately 5,300 SF in size, and an accessory building, approximately 200 SF in size, to serve as a multipurpose event space and staging area. A Site Development Plan is included as **Exhibit "B"**.

II. PROPERTY DESCRIPTION / GENERAL SITE CONDITIONS

A. Location

The Property is generally located at the northeast corner of Deskin Dr. and Double Dr., with the assigned street address of 3201 Deskin Dr.

B. Existing Land Use and Zoning

The Property is currently zoned I-1, Light Industrial District, and is used for a multipurpose event venue.

C. Elevation and Topography

The Property was platted as Lots 8 and 9 of Block 2 of the Northridge Industrial Park Section 7, Norman, Cleveland County, Oklahoma.

D. Drainage

Development will comply with all applicable drainage regulations and requirements of the City of Norman.

E. Utility Services

Utilities including water, sewer, electric, gas, and telecommunications are existing and currently serve the Property.

F. Fire Protection Services

Fire protection will be provided by the Norman Fire Department in accordance with applicable codes and regulations.

G. Traffic Circulation and Access

Access points and circulation patterns are shown on the Site Development Plan.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property will be developed generally in accordance with the Site Development Plan (**Exhibit "B"**), subject to final engineering and permitted adjustments under applicable SPUD regulations.

A. Uses Permitted

The development will allow for the same uses currently allowed in the I-1, Light Industrial District, as well as a multipurpose event venue and associated amenities thereof. A detailed list of permitted uses is provided in **Exhibit "C"**.

B. Area Regulations

Setbacks:

- Front: 25 feet
- Side: 15 feet where abutting a residential zoning district or any street side corner. There shall be no side yard setback requirement where the Property does not abut a residential zoning district.
- Rear: 30 feet where abutting a residential zoning district, unless a rear alley is provided, in which case there is no required setback. There shall be no rear yard setback requirement where the Property does not abut a residential zoning district.
- Additional restrictions: Easements as shown on the Property's Preliminary and Final Plats.

Coverage:
There shall be no maximum impervious surface coverage within this SPUD.

Height:
There shall be no maximum height for buildings within this SPUD, except where the lot abuts a residential zoning district, in which case any building shall not exceed three stories or 45 feet in height, unless it is set back one foot from all yard lines for each foot of additional height above 45 feet.

Minimum Lot Size:

There shall be no minimum lot size within this SPUD.

C. Development Criteria

1. Exterior Materials

All buildings shall comply with applicable provisions of Section 36-547, Exterior Appearance, of the City of Norman Municipal Code. Additional architectural controls may be established through private covenants.

2. Sanitation

All uses within the SPUD shall comply with applicable City solid waste disposal regulations.

3. Signage

Signage shall comply with applicable provisions of the Industrial Zone Sign Standards of Chapter 28, Sign Regulations, of the City of Norman Municipal Code.

4. Traffic Access and Circulation

Vehicular access and internal circulation shall be developed as shown on the Site Development Plan.

5. Parking

Parking shall comply with applicable provisions of Sections 36-548, Off-Street Parking Requirements, and 36-550, Development and Maintenance of Off-Street Parking Facilities, of the City of Norman Municipal Code, and the conceptual layout shown on the Site Development Plan. There is an existing gravel parking lot on the south side of the property that may remain.

6. Outdoor Storage

Outdoor storage shall be screened and not visible from public rights-of-way or adjacent residential areas.

8. Landscaping and Fencing

Landscaping shall meet or exceed the applicable provisions of Section 36-551, Landscaping Requirements for Off-Street Parking Facilities, of the City of Norman Municipal Code, as amended from time to time. Fencing may be installed as shown on the Site Development Plan and as needed. Fencing will meet Section 36-552, Fencing, Walls, and Screening, as amended from time to time.

9. Lighting

Lighting shall comply with applicable provisions of Section 36-549, Commercial Outdoor Lighting Standards, of the City of Norman Municipal Code, as amended from time to time, and be designed to minimize off-site impacts.

Exhibit A: Legal Description

A parcel of land being all of Lots eight (8) and Nine (9), of Block Two (2), of the NORTHRIDGE INDUSTRIAL PARK SECTION 7, to Norman, Cleveland Conty, Oklahoma according to the recorded plat thereof, and being more particularly described as follows:

Beginning at the Northwest Corner of said Lot 8;

Thence North 65°38’04” East a Distance of 215.00 feet;

Thence South 24°24’56” East a Distance of 195.33 feet;

Thence South 65°38’03” West a Distance of 190.00 feet;

Thence North 69°23’27” West a Distance of 35.37 feet;

Thence North 24°24’56” West a Distance 170.15 feet to the Point of Beginning.

NKA Lots 8A according to the Lot Line Adjustment recorded in Book 3489, Page 853.

Exhibit B: Site Development Plan



Exhibit C: Allowed Uses

- Automobile sales and service, but not including automobile or machinery wrecking establishments
- Boat sales and service
- Building materials sales yard, including the sale of rock, sand, gravel, and cement and the like as an incidental part of the main business. This shall not be construed as permitting a cement batch plant or transit mix plant.
- Contractor's equipment storage yard or yard for rental equipment of a type commonly used by contractors.
- Crematorium, subject to all the following conditions and requirements:
  1. Crematoriums shall meet the setback requirements of the underlying zoning district, except that they will be located a minimum of 400 feet from any RE, R-1, R-2, and R-3 zoning districts and 100 feet from all other zoning districts measured from the closest point of the building to the nearest residential district.
  2. Facilities shall meet all applicable State and federal requirements for incineration equipment and shall be licensed at all times.
  3. All storage shall be inside.
  4. Incinerator stacks shall not be located on the front side of the roof of any structure facing the street.
  5. Crematoriums shall have direct vehicle access to an arterial street.
- Funeral parlor, mortuary, and crematorium so long as the crematorium is attached to the funeral parlor or mortuary and complies with the following conditions and requirements:
  1. Any building which incorporates a crematorium shall meet the setback requirements of the underlying zoning district.
  2. Facilities shall meet all applicable State and federal requirements for incineration equipment and shall be licensed at all times.
  3. All storage shall be inside.
  4. Incinerator stacks shall not be located on the front side of the roof of any structure facing the street.
- Farm machinery or contractor's machinery storage yard
- Mobile home or camper sales
- Office buildings and offices for such professional services as accountant, architect, attorney, business or management consultant, court reporter, dentist or dental surgeon, engineer, geologist or geophysicist, linguist, landscape architect, optometrist, optician, osteopathic physician, planning consultant, psychologist, physician or surgeon, or registered nurse; provided, however, that no retail sales nor

stock of goods shall be permitted other than the incidental sale of merchandise within the above professional offices or a pharmacy which may be located only in a building providing space for medical offices. Funeral homes and mortuaries shall not be considered professional services permitted in this district.

- Public utility service company yard or electric receiving or transforming station.
- Truck and farm implement sales and service.
- Truck terminal
- Veterinary hospital
- Warehousing
- Trade schools and schools for vocational training
- Impoundment yard, subject to the following conditions:
  1. The operator of the storage facility must obtain both a City license to operate an impoundment yard and a State wrecker license;
  2. All areas used for the storage of impounded vehicles shall be completely screened by an eight-foot tall opaque fence, and maintained in good condition;
  3. All public parking areas shall be paved in accordance with City standards. However, areas used for storage of disabled vehicles shall, at a minimum, be surfaced with at least six inches of crushed rock, preferably limestone with appropriate gradations, installed on a sub-base which has been cleared and grubbed, properly graded and compacted, and consists of a suitable soil (one with a low to moderate plasticity index);
  4. No disabled automobiles, parts, or salvage material of any kind shall be stored outside or above the fence.
- The following uses when conducted within a completely enclosed building:
  - Manufacture of beer, wine and spirits and associated sales of those products manufactured on-site, subject to the following conditions and requirements and compliant with the State Alcoholic Beverage Laws and Enforcement Commission (ABLE):
    1. Compliance with all applicable State ABLE laws regarding manufacturing and packaging of beer, wine and spirits;
    2. Compliance with all applicable State ABLE laws regarding on-site serving of alcoholic beverages (beer, wine and spirits) and pre-packaged sales, as well as retailing of associated merchandise;
    3. Licensure with the State ABLE and the City.
  - The manufacture, compounding, processing or treatment of such products as bakery goods, candy, cosmetics, dairy products, drugs, perfumes, pharmaceuticals, toiletries, and food products

  - The manufacture, compounding, assembling, or treatment of articles or merchandise from the following previously prepared materials: Bone, cellophane, canvas, cloth, cork, feathers, felt, fiber, fur, glass, hair, horn, leather, paper, plastics, precious or semi-precious metals or stone, shell, textiles, tobacco, wood, yarn, and paint not employing a boiling process
  - The manufacture of pottery and figurines or other similar ceramic products, using only previously pulverized clay, and kilns fired only by electricity or gas.
  - The manufacture and maintenance of electric and neon signs, commercial advertising structures, light sheet metal products, including heating and ventilating ducts and equipment, cornices, eaves, and the like.
  - Manufacture of musical instruments, toys, novelties, and rubber and metal stamps
  - Machine shop excluding punch presses over 20 tons rated capacity, drop hammers, and automatic screw machines
  - Assembly of electrical appliances, electronic instruments and devices, radios and phonographs, including the manufacture of small parts only, such as coils, condensers, transformers, crystal holders and the like
  - Laboratories. Experimental, photo or motion picture, film or testing. For the purposes of this section, the term "laboratories" includes medical marijuana testing laboratories, as allowed by State law, that fully comply with this provision
  - Poultry or rabbit killing incidental to a retail business on the same premises
  - Foundry casting light weight non-ferrous metals
  - Tire retreading and recapping when incidental to a retail tire business
  - Pipe storage yard
  - Machinery or equipment storage yard
  - Medical marijuana commercial grower, as allowed by State law
  - Medical marijuana education facility, as allowed by State law
  - Medical marijuana processor (any tier, except that Tier I and Tier II will not be allowed to have on-site sales), as allowed by State law
  - Medical marijuana storage facility
  - Medical marijuana waste facility (incineration and/or compositing only), as allowed by State law
- Multipurpose event venue; events may include but are not limited to the following:
  - Bridal Showers
  - Graduations
  - Birthday Parties
  - Weddings and Wedding Receptions
  - Rehearsal Dinners

  - Celebrations of Life
  - Banquets
  - Meetings
  - Classes and workshops
  - Religious services and events
  - Live music and DJ performances commonly associated with these uses, except that there shall be no live entertainment events for which an admission fee or cover charge is imposed to observe said entertainment.
- Buildings, structures and uses accessory and customarily incidental to any of the above uses

3201 Deskin Dr Site Development Plan



1:661

0 0 0.01 0.02 mi

0 0.01 0.01 0.02 km

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 07/09/2026

REQUESTER: John and Lisa Proctor

PRESENTER: Logan Gray, Planner II

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-64: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE NORTHRIDGE INDUSTRIAL PARK SECTION 7 LOT 8A AKA LOTS 8 AND 9 BLK 2, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM I-1, LIGHT INDUSTRIAL DISTRICT, AND PLACE SAME IN A SPUD, SIMPLE PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3201 DESKIN DRIVE; WARD 8)

APPLICANT/REPRESENTATIVE	John and Lisa Proctor/Shannan Hinckley, Countdown Events
LOCATION	3201 Deskin Dr.
WARD	8
CORE AREA	No
EXISTING ZONING	I-1, Light Industrial District
EXISTING LAND USE DESIGNATION	Job Center
CHARACTER AREA	Corridor (Gateway)
PROPOSED ZONING	SPUD, Simple Planned Unit Development
PROPOSED LAND USE	No Change
REQUESTED ACTION	Rezone to SPUD, Simple Planned Unit Development, to allow for a multipurpose event venue

SUMMARY:

The applicants, John and Lisa Proctor, represented by Shannan Hinckley, of Countdown Events, are requesting to rezone from I-1, Light Industrial District, to SPUD, Simple Planned Unit Development. The proposed rezoning will allow for the operation of a multipurpose event venue on the site.

EXISTING CONDITIONS:

SIZE OF SITE: +/- 0.96 acres

SURROUNDING PROPERTIES

	Subject Property	North	East	South	West
Zoning	I-1	I-1	I-1	I-1	I-1
Land Use	Job Center	Job Center	Job Center	Job Center	Job Center
Current Use	Multipurpose Event Venue	Industrial	Industrial	Industrial	Industrial

ZONING DESIGNATION
I-1, Light Industrial District
This industrial district is intended for the conduct of light industrial uses that do not generate excessive noise, odor, dust, smoke, or vibration, and are otherwise not injurious to the health and safety of the neighborhood. Certain retail activities associated with such light industrial uses are allowed, as are professional offices.

LAND USE DESIGNATION
Job Center
See attached Job Center Land Use Category document.

CHARACTER AREA DESIGNATION
Corridor Areas
See attached Corridor (Gateway) Character Area document.

NEAREST PUBLIC PARK
Highland Village Park is approximately 1 mile southeast of the subject property. However, it is not accessible via pedestrian infrastructure from the subject property.

PROCEDURAL REQUIREMENTS:

PRE-DEVELOPMENT:
A Pre-Development meeting is not required for this request, as the subject property is under 40 acres.

REVIEW COMMENTS:

This application was submitted to the following agencies, departments, and/or divisions for review and comment. An asterisk (*) indicates that the agency, department, and/or division responded with review comments “inconsistent” with AIM Norman Plan. Items in blue in these sections represent City Staff analysis.

CITY DEPARTMENTS

1. Fire Department
2. Building Permitting Review
3. Public Works/Engineering
4. Transportation Engineer
5. Planning*
6. Utilities

FIRE DEPARTMENT

This was a medical marijuana grow facility as late as 2020 with an annual inspection resulted in 2023 by NFD. An event center would be a change of use and the structure would need to comply with the IBC requirements for A-3 or A-2 depending on their intent of use.

BUILDING REVIEW

A building permit will be required to change the occupancy of the building to an Assembly Use. Building codes and all applicable trades will be addressed at the building permit stage.

PUBLIC WORKS/ENGINEERING

The proposal is located within an existing development that was platted as Northridge Industrial Park Section 7. There are no additional comments from Public Works/Engineering.

TRANSPORTATION ENGINEER

The proposal is located within an existing development that was platted as Northridge Industrial Park Section 7. There are no additional comments from the Transportation Engineer.

PLANNING*

ZONING CONSIDERATIONS

SPUD, Simple Planned Unit Development

The SPUD, Simple Planned Unit Development, is a special zoning district that provides an alternate approach to the conventional land use controls and to a PUD, Planned Unit Development to maximize the unique physical features of a particular site and produce unique, creative, progressive, or quality land developments.

- The SPUD may be used for particular tracts or parcels of land that are to be developed, according to a SPUD narrative and a development plan map and contains less than five acres.
- The SPUD is subject to review procedures by Planning Commission and adoption by City Council.

It is the intent of this section to encourage developments with a superior built environment brought about through unified development and to provide for the application of design ingenuity in such developments while protecting existing and future surrounding areas in

achieving the goals of comprehensive plan of record. In addition, the SPUD provides for the following:

- Encourage efficient, innovative use of land in the placement and/or clustering of buildings in a development and protect the health, safety, and welfare of the community.
- Contribute to the revitalization and/or redevelopment of areas where decline of any type has occurred. Promote infill development of areas where decline of any type has occurred. Promote infill development that is compatible and harmonious with adjacent uses and would otherwise not be an area that could physically be redeveloped under conventional zoning.
- Maintain consistency with the City's zoning ordinance, and other applicable plans, policies, standards and regulations on record.
- Approval of a zone change to a SPUD adopts the master plan prepared by the applicant and reviewed as part of the application. The SPUD establishes new and specific requirements for the amount and type of land use, residential densities, if appropriate, development regulations and location of specific elements of the development, such as open space and screening.

The applicant requests rezoning to SPUD, Simple Planned Unit Development, to allow for the operation of a multipurpose event venue, which is not a defined or allowed use in any existing zoning district. The proposal is **consistent** with the purpose of a SPUD.

Uses Permitted

- The proposed uses of the site will be those allowed in the I-1, Light Industrial District, with the addition of a multipurpose event venue, as listed in Exhibit C of the SPUD narrative.

The uses permitted within the proposed development mirror those allowed in the I-1, Light Industrial District, with the addition of a multipurpose event venue. These proposed uses are **consistent** with the surrounding I-1 zoning. A multipurpose event venue is a less intensive use than several of the uses allowed by the current zoning district.

Area Regulations

- Front Setback: 25'
- Side Setback: 15' where abutting a residential zoning district, and 0' in all other cases.
- Rear Setback: 30' where abutting a residential zoning district, unless a rear alley is provided. 0' when there is a rear alley provided or the Property does not abut a residential zoning district.

The area regulations of the proposal are **consistent** with the setbacks of the surrounding area.

Height Regulations

- There shall be no maximum height for building within this SPUD, except where the lot abuts a residential zoning district, in which case any building shall not exceed three stories or 45 feet in height, unless it is set back one foot from all yard lines for each foot of additional height above 45 feet.

The proposed height limits are **consistent** with the surrounding area.

Landscaping

- Landscaping will comply with Norman's applicable ordinances.

The landscaped areas within the development are existing. Any redevelopment of the off-street parking areas will require landscaping that is **consistent** with City standards.

Parking

- The development will provide parking as shown on the Site Development Plan. All parking areas will comply with applicable ordinances. There is an existing gravel parking area on the south side of the property that may remain.

The proposed development is **inconsistent** with the City's parking regulations, due to the inclusion of a gravel parking area. Gravel is not an allowed parking surface, but the gravel parking area on the Property has been maintained since at least 2005. With this zoning request, gravel will be permitted as a parking surface.

Lighting

- All exterior lighting shall be installed in accordance with the applicable regulations of Section 36-549, Commercial Outdoor Lighting Standards, as amended from time to time.

Exterior lighting within the development will be **consistent** with applicable City regulations.

Signage

- All signage shall comply with applicable provisions of the Industrial Sign Standards of the City of Norman Municipal Code.

All signage will be **consistent** with applicable City regulations.

Screening

- Screening shall meet or exceed the applicable provisions of Section 36-552, Fencing, Walls, and Screening, of the City of Norman Municipal Code. Additionally, outdoor storage shall be screened from public rights-of-way and adjacent residential areas.

All screening will be **consistent** with the City's screening regulations.

Exterior Materials

- All buildings shall comply with the applicable provisions of Section 36-547, Exterior Appearance, of the City of Norman Municipal Code.

The proposed exterior material regulations are **consistent** with the surrounding zoning, as they also must comply with the cited provisions. However, the development has existed since 2003, pre-dating the Exterior Appearance ordinance's effective date of October 28, 2005.

AIM NORMAN LAND USE CONSIDERATIONS

Please see the attached descriptions from the AIM Norman Land Use Plan. It should be noted that the development has existed since 2003, pre-dating the polices found within the land use plan.

Overarching Non-Residential Policies

The development is generally **inconsistent** with the overarching non-residential policies. However, it should be noted that the development has existed since 2003, pre-dating these policies. No new development is proposed as part of this SPUD.

Corridor Areas (Gateway) Policies

The proposal is generally **inconsistent** with the Corridor Areas (Gateway) policies, as it is single-use in nature, and does not feature pedestrian infrastructure. However, the development has existed since 2003, pre-dating these policies.

Job Center Land Use Policies

Job Center Policies

- Emphasis on concentration of high-quality jobs. Vital to the long-term health of the city, these activities have special considerations to aid in maximizing their benefits to the community, including accommodations for freight traffic, above average utility usage (water, electric, natural gas), and temporary outdoor storage for materials awaiting transport. Most activities within this land use occur inside a building or under a purpose-built cover. These locations are conducive to larger scale manufacturing, warehousing, and research/technology campuses.
- Residential uses are typically not appropriate. Multi-unit residential uses can be mixed into corporate campuses or employee provided housing arrangements. Adjacent residential uses may be appropriate.

While the proposed SPUD, for the purpose of allowing a multipurpose event venue, is not typically associated with the types of uses described in the Job Center Land Use Policies, it is a similar land use to those supported uses. It also offers a service that is otherwise not described in any existing zoning district. Under the proposed SPUD, other uses allowed in the I-1, Light Industrial District, are allowed, meaning the site could come further into compliance with the spirit of this Land Use Policy in the future. Furthermore, the proposal does not allow for any residential development. Overall, the proposal is generally **consistent** with the Job Center Land Use Policy.

Building Types

There is no height limit within the proposed SPUD when not abutting a residential zoning district. The proposal is **consistent** with this Job Center Land Use Policy.

Site Design

The existing development is generally **consistent** with this Job Center Land Use Policy, as it features a simple site layout and utilizes landscaping to improve the development's attractiveness along Deskin Dr. and Double Dr. However, there are no pedestrian facilities proposed, as the development is located within an existing industrial park without larger pedestrian infrastructure or trail access.

Transportation

The proposal is **consistent** with this Job Center Land Use Policy, as it is located within an industrial park with simple access to W. Tecumseh Rd.

Utility Access

The site is currently connected to public water and sanitary sewer facilities. The proposal is **consistent** with this Job Center Land Use Policy.

Public Space

There are no formal plazas or gathering spaces proposed. For this reason, the proposal is **inconsistent** with this Job Center Land Use Policy. However, it should be noted that the proposal is located within an existing development which pre-dates AIM Norman, and no major improvements to the site are proposed.

Neighborhood and/or Special Area Plans

This location **is not** within a Neighborhood or Special Planning Area.

UTILITIES

AIM NORMAN PLAN CONFORMANCE

Proposed development is in accordance with AIM Water and Wastewater Utility Master Plans.

SOLID WASTE MANAGEMENT

Proposed development meets requirements for City streets and provides access for solid waste services.

WATER/WASTEWATER AVAILABILITY

Water Availability

Adequate capacity within the water system exists to serve the proposed development.

Wastewater Availability

Adequate capacity within the wastewater system exists to serve the proposed development.

DISCUSSION:

Overall, the proposed development largely aligns with the AIM Norman Land Use and Character Area objectives, as the proposal is located within an existing development, and the proposed SPUD is similar to the regulations of the site's existing I-1, Light Industrial District, zoning designation. The intended use of a multipurpose event venue is generally less intensive than many of the uses allowed within the I-1 District, meaning there is no anticipated negative impact on the surrounding area.

CONCLUSION:

Staff forwards this request for rezoning from I-1, Light Industrial District, to SPUD, Simple Planned Unit Development, and Ordinance O-2526-64 to the Planning Commission for consideration and recommendation to City Council.

DESKIN DRIVE

6. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-64: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE NORTHRIDGE INDUSTRIAL PARK SECTION 7 LOT 8A AKA LOTS 8 AND 9 BLK 2, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM I-1, LIGHT INDUSTRIAL DISTRICT, AND PLACE SAME IN A SPUD, SIMPLE PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3201 DESKIN DRIVE; WARD 8)

ITEMS SUBMITTED FOR THE RECORD

1. **Staff Report**
2. **Supplemental AIM Documents**
3. **Location Map**
4. **Narrative**
5. **Site Development Plan**

Staff Presentation

Logan Gray, Planner II, presented the staff report for the Deskin Drive project.

Applicant Presentation

Shannan Hinckley, the applicant, presented the Deskin Drive project.

Commissioner Griffith asked about Ms. Hinckley's experience managing event venues. Ms. Hinckley described previous management roles at multiple event venues in Norman and Oklahoma City and explained she also operates an event services company providing vendors such as DJs, catering, bartending, and photo booths. She noted much of this work involved helping venues recover from the economic impacts of the COVID-19 pandemic.

Commissioner Griffith asked about the size of the proposed building. John Proctor, owner of the building, stated the building is approximately 5,000 square feet, including about 1,500 square feet of office and meeting space and approximately 3,500 square feet of open event space. He explained the existing building had been on the property for several years and the need for the current application arose after realizing the existing zoning did not permit intended use.

Commissioner Kindel asked whether any changes were proposed to the existing building. Ms. Hinckley confirmed no modifications to the building were planned.

Commissioner Kindel asked if the gravel parking lot would remain. Ms. Hinckley stated it would remain unchanged and noted the site had not experienced stormwater drainage issues, including during recent heavy rainfall.

Public Comments

There were no public comments.

Commission Discussion

There was no further Commission discussion.

Motion to approve made by Commissioner Kindel, **Seconded** by Commissioner McDaniel.

Voting Yea: Commissioner McClure, Chair Bird, Commissioner McDaniel, Commissioner Griffith, Commissioner Kindel.

The motion was approved.

File Attachments for Item:

49. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-65 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER (SE/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA FROM A PUD, PLANNED UNIT DEVELOPMENT AND PART OF THE EAST HALF (E/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, FROM A-2, RURAL AGRICULTURAL DISTRICT, AND THE NORTHWEST QUARTER (NW/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA FROM PL, PARK LAND DISTRICT, AND PLACE THE SAME IN THE R-1, SINGLE-FAMILY DWELLING DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NEAR 12TH AVE SE AND CEDAR LANE RD; WARD 7)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: Cedar Lane, L.L.C.

PRESENTER: Jane Hudson, Planning and Community Development Director

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-65 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER (SE/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA FROM A PUD, PLANNED UNIT DEVELOPMENT AND PART OF THE EAST HALF (E/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, FROM A-2, RURAL AGRICULTURAL DISTRICT, AND THE NORTHWEST QUARTER (NW/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA FROM PL, PARK LAND DISTRICT, AND PLACE THE SAME IN THE R-1, SINGLE-FAMILY DWELLING DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NEAR 12TH AVE SE AND CEDAR LANE RD; WARD 7)

APPLICANT/REPRESENTATIVE	Cedar Lane, L.L.C./Steve Rollins, Arc Engineering Consultants, L.L.C.
LOCATION	Near 12th Ave SE and Cedar Lane Rd
WARD	7
CORE AREA	No

EXISTING ZONING	A-2, Rural Agricultural District, PL, Park Land District, and PUD, Planned Unit Development
EXISTING LAND USE DESIGNATIONS	Urban Low and Urban High
CHARACTER AREA	Suburban Neighborhood
PROPOSED ZONING	R-1, Single-Family Dwelling District
PROPOSED LAND USE	No Change

SUMMARY:

The applicant, Cedar Lane, L.L.C., is requesting to zone the subject properties to R-1, Single-Family Dwelling District. The proposed zoning will allow for the development of single-family homes. There is a companion preliminary plat request associated with this zoning application.

EXISTING CONDITIONS:

SIZE OF SITE: 56.9 acres

SURROUNDING PROPERTIES

	Subject Property	North	East	South	West
Zoning	A-2/PL/PUD	R-1/PL	R-1/BNSF Railway	R-1/RE/City of Noble	R-1/PL/RE
Land Use	Urban Low/Urban High	Urban Low/Park	Urban Low/BNSF Railway	Urban Low/City of Noble	Urban Low
Current Use	Vacant	Songbird Park/Single-Family Dwellings/ Vacant	Single-Family Dwellings/ Vacant	Single-Family Dwellings/City of Noble	Single-Family Dwellings/ Vacant

ZONING DESIGNATIONS

A-2, Rural Agricultural District

This district is intended to provide a zoning classification for land situated relatively remote from the urban area which is used for agricultural and related purposes and will not be undergoing urbanization in the immediate future. The types of uses, the area and the intensity of use of land which is authorized in this district is designed to encourage and protect all agricultural uses until urbanization is warranted and the appropriate change in district classification is made. Areas included within this district are considered to be

sufficiently remote from developed urban areas that exploration for and production of oil and gas will not be hazardous or detrimental to persons and property within the developed portions of the City. Further, the purpose of the following regulations for properties within the Ten Mile Flat Conservation Area, is to:

- Address unique conditions in the area commonly known as Ten Mile Flat, much of which land lies within the historical floodplain of Ten Mile Creek and the South Canadian River;
- To protect exceptional and irreplaceable natural resources located in the Ten Mile Flat area; and
- To protect against flood damage in the 100-year floodplain and other floodprone areas within the Ten Mile Flat area.

PL, Park Land District

The PL, Park Land District is intended to provide a special zoning district to accomplish the reservation and later use of land for park and open space purposes.

PUD, Planned Unit Development

It is the intent of this section to encourage developments with a superior built environment brought about through unified development and to provide for the application of design ingenuity in such developments while protecting existing and future surrounding areas in achieving the goals of the comprehensive plan of record. The PUD, Planned Unit Development District herein established is intended to provide for greater flexibility in the design of buildings, yards, courts, circulation, and open space than would otherwise be possible through the strict application of other district regulations. In this way, applicants may be awarded certain premiums in return for assurances of overall planning and design quality, or which will be of exceptional community benefit, and which are not now required by other regulations. By permitting and encouraging the use of such procedures, the Planning Commission and City Council will be able to make more informed land use decisions and thereby guide development more effectively in the best interest of the health, safety, and welfare of the City. Specifically, the purposes of this section are to encourage:

- A maximum choice in the types of environment and living units available to the public.
- Provision of more usable and suitably located open space, recreation areas, or other common facilities than would otherwise be required under conventional land development regulations.
- Maximum enhancement and minimal disruption of existing natural features and amenities.
- Comprehensive and innovative planning and design of diversified developments which are consistent with the City's long-range plan and remain compatible with surrounding developments.
- More efficient and economic use of land resulting in smaller networks of utilities and streets, thereby lowering costs.
- Preparation of more complete and useful information which will enable the Planning Commission and City Council to make more informed decisions on land use. The PUD, Planned Unit Development regulations are designed to provide for

small- and large-scale developments incorporating a single type or a variety of residential, commercial, industrial and related uses which are planned and developed as a unit. Such development may consist of individual lots, or it may have common building sites. Private or public common land and open space must be an essential, major element of the development, which is related to, and affects, the long-term value of the homes and other development. A planned unit development shall be a separate entity with a distinct character that respects and harmonizes with surrounding development.

LAND USE DESIGNATION
Urban Low and Urban High
See attached Urban Low and Urban High Land Use documents.

CHARACTER AREA DESIGNATION
Suburban Neighborhood Areas
See attached Suburban Neighborhood Character Area document.

NEAREST PUBLIC PARK
Songbird Park is the nearest park to the subject property and is accessible via sidewalks within the development.

PROCEDURAL REQUIREMENTS:

PRE-DEVELOPMENT: PD26-12 May 28, 2026
This request required a Pre-Development meeting due to the size of the rezoning acreage and the companion preliminary plat application. The applicant attended the May 28 Pre-Development meeting. Please see the attached summary.

BOARD OF PARKS COMMISSIONERS: September 3, 2026
The applicant requested fee-in-lieu of land for this project, with the collected fees assigned to the Songbird Park development account. The Board of Parks Commissioners voted to approve the fee-in-lieu decision with a vote of 6-0.

REVIEW COMMENTS:

This application was submitted to the following agencies, departments, and/or divisions for review and comment. An asterisk (*****) indicates that the agency, department, and/or division responded with review comments “inconsistent” with AIM Norman Plan. Items blue in these sections represent City Staff analysis.

CITY DEPARTMENTS
1. Fire Department
2. Building Review
3. Public Works/Engineering
4. Transportation Engineer
5. Planning*
6. Utilities

FIRE DEPARTMENT

Any code items will be addressed during the building permit stage. For code details, view the City of Norman Ordinances and adopted 2018 ICC codes as amended by OUBCC including IFC Appendices B, C, and D.

BUILDING REVIEW

Building codes and all applicable trades will be addressed at the building permit stage.

PUBLIC WORKS/ENGINEERING

Please see the attached preliminary plat report from Engineering.

TRANSPORTATION ENGINEER

Please see the attached reports from the Transportation Engineer for the associated preliminary plat.

PLANNING*

ZONING CONSIDERATIONS

R-1, Single-Family Dwelling District

This residential district is intended for single-family detached development, including accessory dwelling units and other accessory structures. Other uses compatible with single-family residential development are also allowed. Developments in this zoning district should have access to City services and be located in the urbanized area.

The applicant will meet all R-1 requirements. Please see attached Section 36-514 R-1, Single-Family Dwelling District regulations. Single-family dwellings are required to provide two parking spaces per unit. There are no applicable zoning requirements for landscaping, lighting, or exterior materials for single-family dwellings.

AIM NORMAN LAND USE CONSIDERATIONS

Please see the attached descriptions from the AIM Norman Land Use Plan.

Overarching General and Non-Residential Policies

The proposal is generally **consistent** with the Overarching General and Residential Character Area policies, as the proposed development blends with the existing housing in the area. The proposed development is an extension of the existing Cedar Lane neighborhood to the north; however, the new streets follow more of a grid system design than the existing streets. While the proposed density is not varied within the development, it is a higher density than the existing PUD on the south end of the development where the minimum lot size is 0.75 acres.

Suburban Neighborhood Policies

The proposal is **consistent** with the Suburban Neighborhood policies, as it features a single-family housing typology that is supported by the corresponding Urban Low Land

Use designation. The proposed development will also connect to existing City water and sewer services, as called for in the Suburban Neighborhood policies.

Urban Low (UL) Land Use Policies

The proposal is **consistent** with the following UL Land Use policies:

- **Building Types**
- **Site Design**
- **Transportation**
- **Utility Access**
- **Public Space**

Approximately 25% of the preliminary plat area is designated as Urban Low. The applicant is proposing a single-family residential development at a density of 3.5 units per acre. Under the provisions of the R-1, Single-Family Dwelling District, attached or detached accessory dwelling units may be allowed, with the potential to further increase the overall density within the development up to 7 units per acre. The development will connect to existing City water and sewer services. Sidewalks and roadways will connect to the currently developed sections of Cedar Lane to the north, improving connection and circulation. These sidewalks will connect to the greater pedestrian infrastructure network via Cedar Lane Rd. to the north. The proposed development will have pedestrian access to Songbird Park.

Urban High (UH) Land Use Policies

The proposal is **consistent** with the following UH Land Use policies:

- **Utility Access**

A full range of utilities are available and serve the subject property.

The proposal is **inconsistent** with the following UH Land Use policies:

- **Building Types**
- **Site Design**
- **Transportation**
- **Public Space**

Approximately 75% of the preliminary plat area is designated as Urban High. The proposed development is inconsistent with several of the UH Land Use policies. The proposed density of 3.5 units per acre falls below the desired 12 units per acre, with a housing typology of single-family dwellings as opposed to multi-unit, midrise residential and mixed-use buildings called for in the UH Land Use policies. As stated above, attached or detached accessory dwelling units developed in the R-1, Single-Family Dwelling District, could potentially raise the overall density to 7 units per acre. Additionally, it should be noted that the proposal allows for higher single-family densities than is allowed under the PUD, Planned Unit Development, that governs the southern portion of the subject property. The existing PUD requires a minimum lot size of 0.75 acres with a gross density of 0.64 units per acre. When compared to the UH Land Use Policies, the site design is

not conducive to walking; while the development includes sidewalks and pedestrian connectivity, the scale of separation between uses inhibits the walkability of the area.

Neighborhood and/or Special Area Plans

This location **is not** within a Neighborhood or Special Planning Area.

UTILITIES

AIM NORMAN PLAN CONFORMANCE

Proposed development is in accordance with AIM Water and Wastewater Utility Master Plans.

SOLID WASTE MANAGEMENT

Proposed development meets requirements for City streets and provides access for solid waste services.

WATER/WASTEWATER AVAILABILITY

Water Availability

Adequate capacity within the water system exists to serve the proposed development.

Wastewater Availability

Adequate capacity within the wastewater system exists to serve the proposed development.

DISCUSSION:

The proposed development meets the Urban Low Land Use policies but generally does not meet the Urban High Land Use policies. However, this proposal is a continuation of an existing single-family development, and the proposal allows for greater densities and a design that is closer to the intent of the UH Land Use policies than the current PUD zoning district. Cedar Lane Addition was developed 20 years before the AIM Norman Plan was adopted. When the PUD was adopted in 2005, access to City services was not available, requiring individual sewer solutions, which necessitated a larger lot design. With access in place for City services, increasing the density is appropriate at this time. The proposed rezoning and accompanying preliminary plat is intended to continue the existing Cedar Lane subdivision. The proposal will increase automobile and pedestrian connectivity and augment Norman's housing stock in a fast-growing area of the city.

CONCLUSION:

Staff forwards this request for zoning to R-1, Single-Family Dwelling District, and Ordinance O-2526-65 to the Planning Commission for consideration and recommendation to City Council.

ATTACHMENT(S):

Section 36-514, R-1, Single-Family Dwelling District

Cedar Lane AIM Supporting Documents

PLANNING COMMISSION RESULTS:

At their meeting on September 10, 2026, the Planning Commission recommended approval of Ordinance O-2526-65, by a vote of 5-1.

O-2526-65

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER (SE/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA FROM A PUD, PLANNED UNIT DEVELOPMENT AND PART OF THE EAST HALF (E/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, FROM A-2, RURAL AGRICULTUAL DISTRICT, AND THE NORTHWEST QUARTER (NW/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA FROM PL, PARK LAND DISTRICT AND PLACE THE SAME IN THE R-1, SINGLE-FAMILY DWELLING DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NEAR 12TH AVE S.E. AND CEDAR LANE ROAD; WARD 7)

§ 1. WHEREAS, Cedar Lane, Inc. has made application to have the properties described below removed from a PUD, Planned Unit Development, A-2, Rural Agricultural District, and PL, Park Land District, and to have the same placed in the R-1, Single-Family Dwelling District; and

§ 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing on September 10, 2026 as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and

§ 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

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

§ 4. That Section 36-201 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described properties from a

PUD, Planned Unit Development, A-2, Rural Agricultural District, and PL, Park Land District, and place the same in the R-1, Single-Family Dwelling District to wit:

PUD to R-1:
A tract of land lying in the Southeast Quarter (SE/4) of Section Sixteen (16), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:
BEGINNING at the Southwest corner of the Southeast Quarter (SE/4) of Section 16;
THENCE North 00°00’34” West, along the West line of said Section 16, a distance of 1160.51 feet;
THENCE North 89°17’13” East a distance of 1585.23 feet;
THENCE South 21°11’15” East a distance of 1255.10 feet;
THENCE South 89°43’11” West, along the South line of said Section 16, a distance of 2038.56 feet to the POINT OF BEGINNING.
Said tract of land contains 2,114,842 square feet or 48.5501 acres, more or less

A-2 to R-1:
Part of the East Half (E/2) of the Southwest Quarter (SW/4) of Section Sixteen (16), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, described as follows:
BEGINNING at the Northeast corner of said East Half (E/2) of the Southwest Quarter (SW/4) which is 2643.64 feet North of the Southeast corner of said East half (E/2) of the Southwest Quarter (SW/4); Thence South 89°14'30" West along the North line of said East Half (E/2) of the Southwest Quarter (SW/4) a distance of 1327.97 feet to the Northwest Quarter corner of said East Half (E/2) of the Southwest Quarter (SW/4); Thence South 00°07'43" East along the West line of said East Half (E/2) of the Southwest Quarter (SW/4) a distance of 329.94 feet; Thence North 89°15'48" East a distance of 891.79 feet; Thence North a distance of 177.30 feet; Thence North 89°15'48" East a distance of 435.44 feet; Thence North a distance of 153.15 feet to the Point of Beginning.

PL to R-1
Basis of bearing used N 89°16'55" E along the South line of said Northwest Quarter (NW/4) of Section Sixteen (16), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma. State Plane Coordinate System, Oklahoma South Zone, City of Norman survey control network.

A tract of land in Section Sixteen (16), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows:

COMMENCING at the Southwest corner of said Northwest Quarter (NW/4) of said Section Sixteen (16);
Thence N 89°16'55" E along the South line of said Northwest Quarter (NW/4), a distance of 1,426.82 feet;
Thence N 00°12'17" W a distance of 488.66 feet to the Southwest corner of Common Area “C” of the recorded plat of Cedar Lane Section 1;
Thence N 89°21’41” E along the South line of said Common Area “C”, a distance of 239.89 feet to the Southeast corner of said Common Area “C”;
Said point also being the POINT OF BEGINNING;
Thence N 00°38’23” W along the East line of said Common Area “C”, a distance of 122.59 feet to the Southwest corner of Lot 1, Block 14 of the recorded plat of Cedar Lane Section 3;
Thence N 89°21’37” E along the South line of said Lot 1 a distance of 65.00 feet;
Thence S 00°38’23” E a distance of 126.95 feet;
Thence S 89°21’37” W a distance of 65.00 feet;
Thence N 00°38’23” W a distance of 4.36 feet to the POINT OF BEGINNING;
Said tract having an area of 8251.9430 Square Feet, 0.189 Acres, more or less.

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

ADOPTED this _____ day of _____, 2026.

_____
(Mayor)

NOT ADOPTED this _____day of _____, 2026.

_____
(Mayor)

ATTEST:

_____
(City Clerk)

36-514 R-1, Single-Family Dwelling District

(a) *Uses permitted*. Property and buildings in an R-1, Single-Family Dwelling District shall be used only for the following purposes:

(1) Detached one-family dwelling.

(2) Family day care home.

(3) General purpose farm or garden.

(4) Home occupation.

(5) Municipal recreation or water supply.

(6) Accessory buildings.

(7) One accessory dwelling unit with a total area of no more than six hundred fifty square feet (650 SF) ("ADU"), except that this use shall not be adopted by reference into the uses allowed in R-2 ("Two-Family Dwelling District"), RM-2 ("Low-Density Apartment District"), and R-3 ("Multifamily Dwelling District").

(8) Commercial parking only on days when the University of Oklahoma football team plays at home, subject to the following restrictions and conditions:

a. On all sides of the parking area abutting other property a barrier shall be erected so as to prevent vehicles from damaging fences, trees, shrubs or other improvements on the adjoining property, such barrier to be at least two feet within the property line of the property used for parking. All vehicles shall be parked within the property line of such property.

b. An attendant over 18 years of age shall be on duty at all times when vehicles are parked on the property.

c. All papers, containers and other trash shall be removed from the premises immediately after the vehicles have been removed.

d. No vehicle shall ever be parked between the property line and any adjoining street.

e. Unless a driveway is provided, a wooden or metal incline shall be placed in the gutter next to the curb on any street where there is a concrete curb, and the same shall be removed immediately after the last parked vehicle has departed. Such incline shall not exceed 25 feet in length or 12 inches in width.

f. Any violation of the foregoing restrictions, whether by the owner of the property, driver of a vehicle, or other person, shall constitute an offense, and in addition to the other penalties provided by law, the owner or operator of such property so used for parking, upon conviction of such offense, shall not use said property for such purpose for the remainder of the year during which such violation occurs.

(9) Model home, subject to an annual permit, as defined in NCC 36-101, for no more than four years.

(10) Short-term rentals.

(b) *Special use*. The following uses may be permitted, after review, in accordance with provisions contained in NCC 36-560:

(1) Municipal use, public building and public utility.

(2) Public or private golf courses including any country clubs, club houses, or any acc commercial enterprises.

(3) Church, temple or other place of worship.

(4) School offering general educational courses the same as ordinarily given in public schools and having no rooms regularly used for housing and sleeping.

(5) Type I bed and breakfast establishment.

(6) Model home accessory parking lot, with the following conditions:

a. The parking lot must be adjacent to a permitted model home. The parking lot must be completely removed when the model home reverts to residential use.

b. The lot must be designed and built to City standards, including surface material and drainage approved by the City Engineer, and striped or curbed (or bumper blocks installed) to safely allow its use.

c. The rear and side abutting other residences should be screened with a six-foot opaque fence, which may not extend beyond the front of the model home.

d. Sidewalks must be installed across both the model home and the parking lot.

e. A ten-foot landscape strip must be installed between the public sidewalk and parking area, and a five-foot strip along the side and rear of the lot. The lot should be landscaped with trees and shrubs.

f. No lighting is allowed other than low-voltage landscape fixtures.

(c) *Area regulations*.

(1) *Front yard*. All buildings shall be set back from street right-of-way lines to comply with the following front yard requirements:

a. The minimum depth of the front yard shall be 25 feet.

b. When a lot has double frontage, the front yard requirements shall be provided on both streets, unless a limits of no access has been established across the rear of the lot.

(2) *Side yard*.

a. Except as hereinafter provided in NCC 36-515 and 36-544, there shall be a side yard on each side of a principal building which shall have a width of not less than five feet; unattached, one-story buildings of accessory use, including ADUs, shall be set back five feet from any side lot line; provided, however, that accessory buildings shall not be required to set back more than three feet from the interior side lot line when all parts of said building are located not more than 50 feet from the rear property line or rear utility easement line.

b. On any corner lot a main building shall set back from the right-of-way line of the intersecting street a distance of 15 feet in case such lot is back-to-back with another corner lot, and 20 feet in every other case. Accessory buildings, including ADUs, shall be set back from the right-of-way line of the intersecting street ten feet in case such lot is back-to-back with another corner lot, and 20 feet in every other case.

c. In no case shall a garage which faces a street be located closer than 20 feet to that street property line.

(3) *Rear yard*. There shall be a rear yard having a depth of not less than 20 feet or 20 percent of the depth of the lot, whichever amount is smaller; unattached one-story buildings of accessory use, including ADUs, shall set back one foot from the utility easement or alley line.

(4) *Lot width*. There shall be a minimum lot width of 50 feet at the building line, and such lot shall abut on a street for a distance of not less than 35 feet.

(5) *Intensity of use*. There shall be a lot area of not less than 6,000 square feet, except that where a lot has less area than herein required, either in existence on the effective date of the ordinance from which this section derived, July 13, 1954, or by subdivision complying with NCC 30-605 and all the boundary lines of that lot touch lands under other ownership that lot may be used for any of the uses permitted by this section.

(6) *Impervious area*. The total amount of impervious area, including all buildings and permanently paved areas shall not cover more than 65 percent of a lot. Paving for parking as required in NCC 36-548, including other impervious surfaces, shall not cover more than 50 percent of the required 25-foot front yard, and comply with NCC 36-550(a)(3). Total impervious area of the front yard can be increased to 70 percent when one or more of the following circumstances occur:

a. The driveway is needed to access a garage for three or more cars;

b. The driveway is part of a circular driveway that includes a landscaped separation from the sidewalk; or

c. The driveway is located on a cul-de-sac lot with lot frontage of less than 40 feet.

(7) *Limit on buildings*. Not more than one principal dwelling and one ADU shall be constructed on any one lot.

(d) *Height regulations*.

(1) Except, as provided in NCC 36-546, no building shall exceed two stories in height. A three-story building may be constructed if the side yards are increased an additional five feet.

(2) Any accessory building, including an ADU, shall not exceed a wall height of ten feet unless the required side and rear yard setbacks are increased by one foot for each additional foot of wall height above ten feet; provided, however, that no accessory building shall exceed the height of the principal building to which it is accessory.

(Ord. No. O-7778-22, 11-1-1977; Ord. No. O-7778-60, 5-2-1978; Ord. No. O-7778-68, 10-3-1978; Ord. No. O-7980-27, 2-5-1980; Ord. No. O-8485-91, 7-9-1985; Ord. No. O-8990-42, 7-24-1990; Ord. No. O-9091-40, 7-23-1991; Ord. No. O-9293-38, 8-24-1993; Ord. No. O-9596-19, 12-12-1995; Ord. No. O-9697-7, 8-27-1996; Ord. No. O-9900-21, 1-11-2000; Ord. No. O-0102-27, 3-26-2002; Ord. No. O-0708-36, 4-22-2008)

HISTORY
Amended by Ord. O-1920-56 on 7/28/2020
Amended by Ord. 8-27-2020 § 421.1 on 8/27/2020
Adopted by Ord. O-2223-23 on 2/28/2023
Amended by Ord. O-2324-40 on 3/26/2024
Amended by Ord. O-2324-39 on 3/26/2024
Amended by Ord. O-2324-54 on 7/23/2024

OVERARCHING POLICIES

These policies are designed for all Character Areas throughout Norman, as applicable.

GENERAL

- Based upon the recommendations of the most recent Stormwater Management Plan (SWMP), improve stormwater management for all development projects.
  - *Improve stormwater and floodplain management with all infill development.*
- Based on the most recent Transportation Plan and Complete Streets Policy, City projects and new development should establish a network of complete streets (see glossary).
- Appropriately regulate development within the floodplains and Stream Planning Corridors via the Floodplain and Water Quality Protection Zones (WQPZ) ordinances.
- Create and uphold quality build and site design standards to bolster community identity and pride.
- Where feasible, new streets and internal streets should follow a grid pattern of small blocks for a more condensed form of development.
- Improve pedestrian and bicycle connectivity, especially between public transit stops and destinations with new projects, redevelopments, or reconfiguration of existing development.
- Amenities such as, but not limited to, seating, public art, natural green space, fountains and other outdoor landscape elements should be included within each development. These amenities should be conscious and considerate of impacts on the natural environment.
- Develop buildings that meet or exceed Universal Design principles.
- Promote building principles such as energy efficiency and renewable energy sources, indoor environmental quality, water conservation, and minimizing impacts on wildlife through space and material optimization and building with resilient design.
- Coordinate all capital improvement projects between all necessary City departments (e.g. transportation, water, wastewater, stormwater, parks).
- Strengthen programming for disseminating information on the City's Fertilizer Ordinance and other pollution prevention initiatives.

RESIDENTIAL

- New residential development should blend with existing housing, incorporating tools such as buffering requirements and right-sized public spaces as defined in land use categories.
- Accommodate a variety of housing styles, sizes, densities, and price points to suit diverse housing needs.
- New residential development should use a variety of techniques to avoid the appearance of identical homes, increasing vibrancy and diversity in the built environment.

NON-RESIDENTIAL

- New non-residential development should use high quality building materials such as glass, brick, stone, wood or cementitious siding.
- Require that loading areas be located to the rear and sides of buildings and screened from view.
- Ensure that all sides of a parking garage that are visible from public view are architecturally consistent with the buildings it serves.
- Buildings in a corporate campus setting should have an internal pedestrian network between buildings.

SUBURBAN NEIGHBORHOOD AREAS

CHARACTERISTICS & INTENT

Suburban Neighborhood Areas are where suburban residential subdivision development has or is likely to occur (due to availability of water and sewer service). This area is characterized by low pedestrian orientation, existing but limited public transit access, high to moderate degree of building and use separation, predominantly residential with scattered civic buildings and varied street patterns, often curvilinear.

In the future, the neighborhoods with good trail access and connections to surrounding services will likely continue to be highly attractive neighborhoods. Future development should elevate connectivity and traditional neighborhood design (TND).

GOALS

- Encourage areas with new development to have greater housing variety and a higher overall density.
- Provide for medium- to high-intensity residential development near the Core and major streets, transitioning to lower density, single-unit uses further from arterial streets.
- Foster retrofitting of these areas to promote moderate to high density where appropriate, and expand options for multi-modal transportation.
- Promote balanced commercial and business/industry uses with appropriate mixed-use development ar locally serving commercial establishments.

OPPORTUNITIES

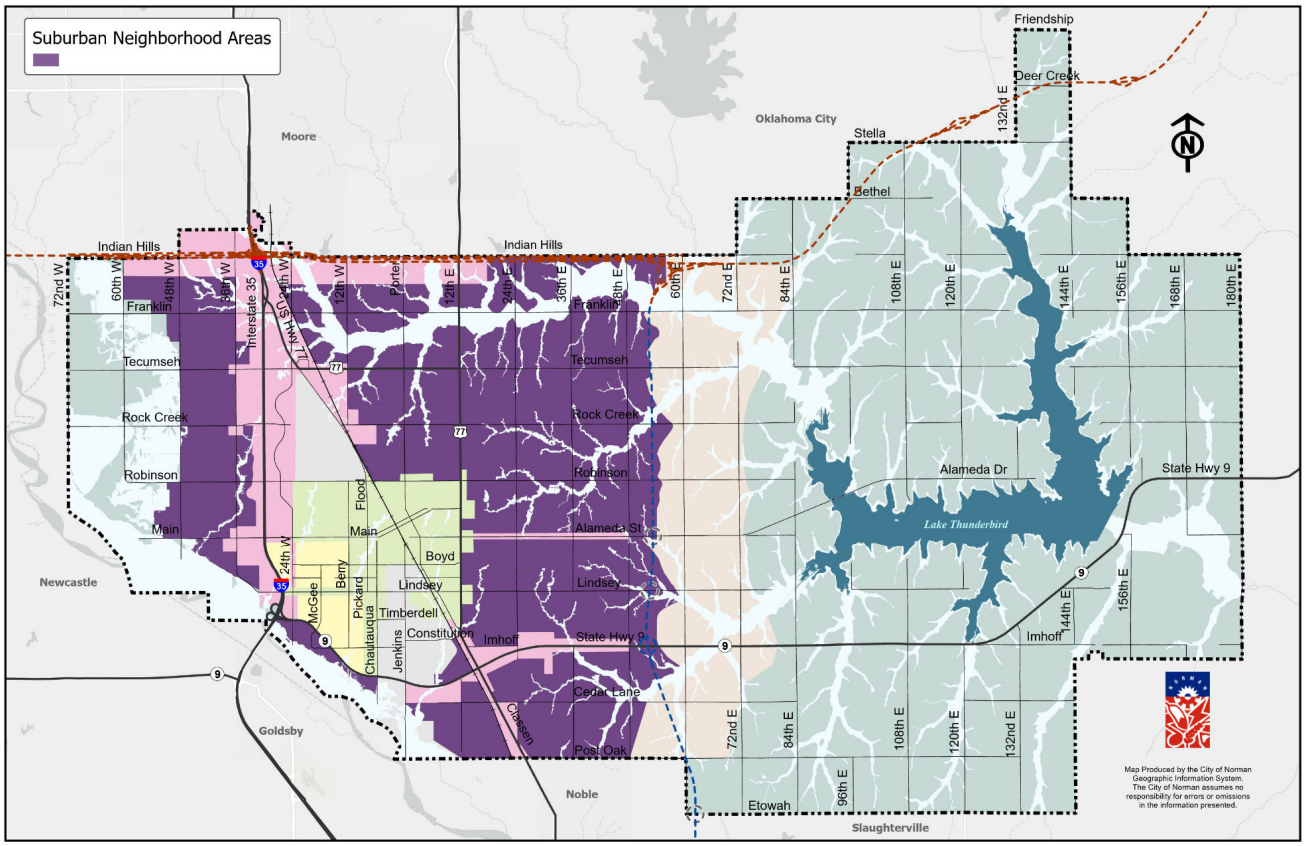
- Naturally occurring affordable housing options near Core, Classic, and Corridor Character Areas.
- Trail network connection possibilities.
- Greenfield development opportunities for efficient, compact subdivision design.

CHALLENGES

- Lack of a seamless multi-modal transportation network including safe, convenient, active and public transportation options results in an over-reliance on personal vehicles.

POLICIES

- Infrastructure extensions should occur incrementally, and new developments must connect to City water and sewer, which may require extension of lines.
- Protect drainageways in accordance with WQPZ ordinance within new development and expand their use for public trail access.
  - *Treat water quality volume from runoff for volume recommended in stormwater master plan and in accordance with EDC Section 7000.*
  - *The open spaces created around drainageways should be connected when feasible to create wildlife corridors.*
- Reduce the impact of higher intensity uses to



adjacent lower intensity uses with screening and landscaping. Native landscaping is encouraged.
  - *Prioritize preservation of existing mature street trees.*
- Promote a mix of housing types, including accessory dwelling units, and new, well-designed similarly scaled multi-unit residences to increase neighborhood density and income diversity.
  - *Priority for higher density, mixed-income, and affordable housing opportunities should be assigned to locations with multi-modal transportation access and capacity.*
  - *Based on associated Land Use, housing typologies of all intensity levels are appropriate within the Suburban Character area.*
- Encourage:
  - *More mixing of uses, including neighborhood services, job centers, and residential uses of similar intensities.*
  - *Retrofitting existing commercial and retail strip development in areas that are likely to undergo renovation or potential demolition in the life of this plan.*
  - *Civic, cultural uses, entertainment establishments that will promote community interaction and public open space.*
- As streets move further from the center of the Core Neighborhood Character Area and parcel sizes and development patterns work against pedestrian circulation, focus should shift to vehicular safety, corridor appearance and traffic speeds while still providing basic access and safety for pedestrians and bicyclists. Transportation accommodations should:
  - *Ensure interconnectivity between developments for local and collector streets.*
  - *Provide access to trails with all new development, when feasible to integrate trail plans outlined in the Transportation and Park Master Plans into developments.*
  - *Connect streets between land uses and include complete street approaches for undeveloped sites.*
  - *Use the most recent Transportation Master Plan to fill pedestrian system gaps along streets, to trails, and within developments.*
  - *Encourage network of multi-modal transportation options to neighborhood centers and local mixed-use developments.*
  - *Use building and site design as transitions between commercial centers and adjacent residential areas, as opposed to distance.*
  - *Promote pedestrian access between buildings.*
  - *New, transformative housing developments must have multiple access points onto the road network to ensure adequate external connections to the larger neighborhood community.*
  - *Create incentives for establishing natural, undeveloped spaces for ecological conservation and interconnectedness of these areas across multiple developments (i.e. wildlife habitat corridors).*
  - *Protect and/or preserve wetlands when developing east towards the 2045 Reserve.*

ACTION ITEMS

- Continue to work with developers on dedication of park land for neighborhood parks.
- Based on the most recent Transportation Plan, expand access to public transit.
- Update regulations to:

LAND USE

Land Use Category Descriptions

The following attributes for each land use category help guide rezoning, site plan approvals, and other site development decisions.

BUILDING TYPES

The scale and transparency of buildings dictate the feel and intensity of the areas. Larger commercial spaces or buildings with more residential units generate more trips, impacting factors like parking demand. Scale also influences the feel of an area, such as the difference between a block of one- and two-story structures versus structures with fiver or more stories. Transparency, or the ability to see into or out of a structure (often with windows), can make an area feel more comfortable, safe, and interesting for pedestrians. The recommendations in this section guide how to regulate and administer building types and uses in the adopted Development Codes.

SITE DESIGN

The area and shape of lots, streets, sidewalks, parking, landscaping, design of open spaces, and access all influence the feel of a development and should be handled differently based on the intensity of the use. Site design can often mitigate the effects of higher intensity uses on less intense neighboring uses. The recommendations in this section guide how to regulate and administer site design standards through the adopted Development Codes.

TRANSPORTATION NETWORK, CIRCULATION & ACCESS

Transportation accommodations vary depending on the intensity of the use. For example, commercial uses that generate more traffic will require access to arterial and collector streets. Site design will guide circulation and access within a site, but projects also need to consider how circulation and access are addressed between sites and future developments. The recommendations in this section guide how to regulate and administer access and circulation standards through the adopted Development Codes.

UTILITY ACCESS

Access to public services - water, wastewater, and regional stormwater management - may be required depending on the location and/or intensity of a development. Utility access recommendations in this section are strict to ensure services can support the development.

PUBLIC SPACE TYPES

Public spaces are open and accessible to anyone in the community. These spaces can include plazas, parks, courtyards, natural areas, and more. They create a sense of community and a way for residents to interact with their neighbors. The recommendations in this section guide where public spaces are needed and guide standards through the adopted Development Codes.

DRAFT

LOCATIONAL CRITERIA

Location Criteria considers the influence of a use on adjacent properties and land uses. The recommendations in this section guide how to administer compatibility of adjacent land uses and their influence on one another through the adopted Development Codes.

ZONING DISTRICTS

This section identifies the most appropriate zoning districts (based upon the current code) for each land use designation. For properties within an Overlay Zoning District, the base Zoning District will apply.

ZONING DISTRICTS IN GREEN ARE TYPICALLY APPROPRIATE IN THE DESIGNATED LAND USE

ZONING DISTRICTS IN YELLOW MAY BE APPROPRIATE IN THE DESIGNATED LAND USE, BUT REQUIRE INTENSE REVIEW

ZONING DISTRICTS IN RED ARE TYPICALLY NOT APPROPRIATE IN THE DESIGNATED LAND USE

Norman's Current Zoning Districts are:

- PUD: Planned Unit Development
- SPUD: Simple Planned Unit Development
- A-1: General Agricultural
- A-2: Rural Agricultural
- RE: Residential Estate Dwelling
- R-1: Single-Family Dwelling
- R-1-A: Single-Family Attached Dwelling
- R-2: Two-Family Dwelling
- RM-2: Low Density Apartment
- RM-4: Mobile Home Park
- RM-6: Medium Density Apartment
- R-3: Multi-Family Dwelling
- RO: Residence-Office
- O-1: Office-Institutional
- CO: Suburban Office Commercial
- C-1: Local Commercial
- C-2: General Commercial
- TC: Tourist Commercial
- CR: Rural Commercial
- C-3: Intensive Commercial
- I-1: Light Industrial
- I-2 Heavy Industrial
- M-1: Restricted Industrial
- MUD: Mixed-Use Development
- FH: Flood Hazard
- PL: Park Land
- CCFBC: Center City Form-Based Code

More information on Zoning and Overlay Districts may be found in Section 36-505 of the City of Norman Municipal Code.

LAND USE CATEGORY

Urban Low (UL)

DESCRIPTION & CONTEXT

An efficient, walkable pattern of lower-density urban development. Moderate to high building spacing and separation of uses, with further distances between destinations and fewer shared amenities.

- Low-intensity areas will be predominately residential over non-residential uses at compatible densities and scales.
- Gross densities in any single development should be greater than 3 units per acre.

BUILDING TYPES

Existing: All types of residential structures, primarily 1 or 2 story; single-story commercial, often with large parking lots, civic/institutional uses such as fire stations and schools are in close proximity.

New Development:

- Varied types of residential structures.
  - *Emphasis on single-unit detached and attached residential developments, including small-, standard, and large-lot single-unit detached, duplexes, and townhomes.*
- Attached housing may transition to higher intensities along collector and arterial streets, or adjacent to higher intensity uses.
  - *Attached housing may be allowed throughout a development to create variety.*
  - *Higher intensity multi-unit residential housing would be allowed when parcels are located along and with direct access to an arterial street.*
- 2 or 3 story commercial and higher density residential on arterials with limited parking areas.

SITE DESIGN

- It is critical that these locations take every opportunity to improve connectivity and help mitigate missing connections to nearby developed areas in order to strengthen neighborhood connectivity.
- The variety and diversity of housing stock should be improved as should the functionality of these areas, such as extensive street and sidewalk connections, a wider variety of lot sizes, and integration of and access to open spaces and other nearby activities should be incorporated into the design of new areas.

TRANSPORTATION NETWORK, CIRCULATION & ACCESS

Existing: The type and arrangement of streets means that almost all trips require a private vehicle to use at least one arterial road. Some of these areas have connections, or potential connections, to the regional trail network. Few of these areas have easy access to transit at this time.

Projected: A highly connected multi-modal network is required to support the current and future needs of these important areas. Improving access for pedestrians and bicyclists will be a priority, including modernizing multi-modal infrastructure.

UTILITY ACCESS

A full range of utilities should be available. If services are not already in place, they must be extended by the developer during the platting process to be suitable for development. If development occurs adjacent to existing facilities that are determined to be insufficient to meet the demands of the proposed development, the developer must upgrade the existing facilities to enhance the capacity of the utility systems.

PUBLIC SPACE TYPES

This UL Land Use supports a variety of public spaces including parks of various sizes, regional trails, natural areas including wildlife corridor, and walking paths.

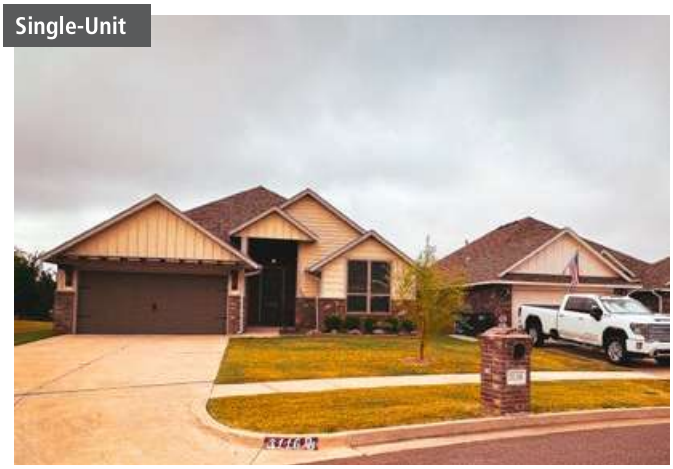
LOCATIONAL CRITERIA

- Low intensity residential uses shall be adequately buffered or spaced from intensities posing adverse effects including noise, odors, air and light pollution, and heavy traffic.
- Lower intensity residential uses are not appropriate along arterial streets and should be located behind higher intensity residential, commercial, or mixed-use developments along arterial streets.
- Non-residential development is appropriate along arterial and collector streets, primarily at intersections.
- Urban Low is most compatible adjacent to: UM, RR, AR, UR, LCC, TOD, and OP.
- Urban Low is least compatible adjacent to: ULC, CBD, and C and requires additional buffering from uses that generate more noise, odors, air and light pollution, and heavy traffic.

ZONING DISTRICTS

R-1	R-1-A	R-2	RO	O-1	CO	C-1				
MUD	PUD	SPUD	RM-4	C-2						
A-1	A-2	RE	RM-6	R-3	TC	CR	C-3	I-1	I-2	M-1

Single-Unit



Small Lot Single-Unit



LAND USE CATEGORY

Urban High (UH)

DESCRIPTION & CONTEXT

Highly compact, walkable pattern of urban development prioritizing alternative means of transportation. Low to no building spacing and separation of uses. This area is intended to create opportunities for economic activities attracting a city-wide audience, and place residents closer to services and jobs.

- High-intensity areas strive for more residential than non-residential uses with frequent master-planned mixed-use development nodes. Non-residential uses may be more common in UH than in UM or UL due to higher concentrations of population.
- Gross densities in any single development should be greater than 12 units per acre.

BUILDING TYPES

- Medium and Small-scale 3- to 5-story buildings are common. Within existing developed areas, buildings may go up to 2-stories higher than surrounding properties.
- Multi-unit structures are the priority, but a variety of housing types from townhomes to apartments are expected.
- Mixed-use buildings including retail, work-spaces, and residences are most common.
- Public and private spaces (i.e. balconies, recreational roof decks, outdoor dining, etc.) are clearly defined and cultivate a sense of place.
- New developments that are single-use developments or predominantly single-unit or garden apartments are not appropriate.

SITE DESIGN

- The scale and layout of the built environment are conducive to walking. Trails and pathways are integrated throughout developments to connect to parks, neighborhoods, and community destinations.
- Multi-unit developments without connections to neighboring properties and uses weakens the development pattern and should be limited or avoided altogether.
- Street trees should form a continuous urban canopy over public areas and rights-of-way.
- Stormwater to be addressed at the project level, but designed as part of a larger neighborhood or sub-basin system.
- Site layout should take every opportunity to maximize the public infrastructure available in this area.

TRANSPORTATION NETWORK, CIRCULATION & ACCESS

This area features a relatively dense grid of streets and sidewalks. A full street hierarchy provides a variety of connections and route choices to people moving to, through, and within the area. Parking is a secondary use and should be as small as possible due to character and value of land in the area. Most of these areas have, or will have, easy access to public transportation (less than one half-mile walk of a stop). Improving access for pedestrians and bicyclists will continue to be a priority, including modernizing multi-modal infrastructure.

UTILITY ACCESS

A full range of utilities should be available. If services are not already in place, they must be extended by the developer during the platting process to be suitable for development. If development occurs adjacent to existing facilities that are determined to be insufficient to meet the demands of the proposed development, the developer must upgrade the existing facilities to enhance the capacity of the utility systems.

PUBLIC SPACE TYPES

Consisting of appropriately scaled public spaces including small parks, plazas, parklets, regional trail connections, and walking paths. Pedestrian amenities should commonly integrated into public and private projects.

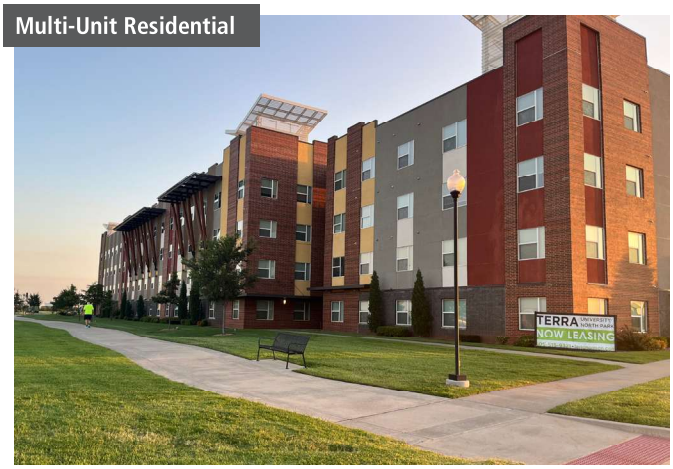
LOCATIONAL CRITERIA

- Large building footprints (>12,500 SF) compromise the development pattern and are not appropriate, except along arterials and at arterial intersections.
- Medium intensity residential uses should be discouraged along arterial streets and should be located behind higher intensity residential, commercial, or mixed-use developments along arterial streets.
- Medium intensity residential uses shall be adequately buffered or spaced from intensities posing adverse effects including noise, odors, air and light pollution, and heavy traffic.
- High Urban is most compatible adjacent to: UM, ULC, MX, IMX, CBD, LCC, C, JC, TOD, and OP.
- High Urban is least compatible adjacent to: AR and UR and requires additional buffering from uses that generate more noise, odors, air and light pollution, and heavy traffic.

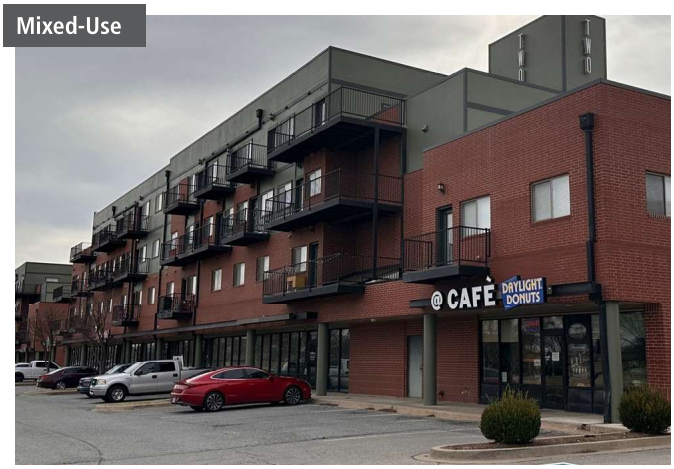
ZONING DISTRICTS

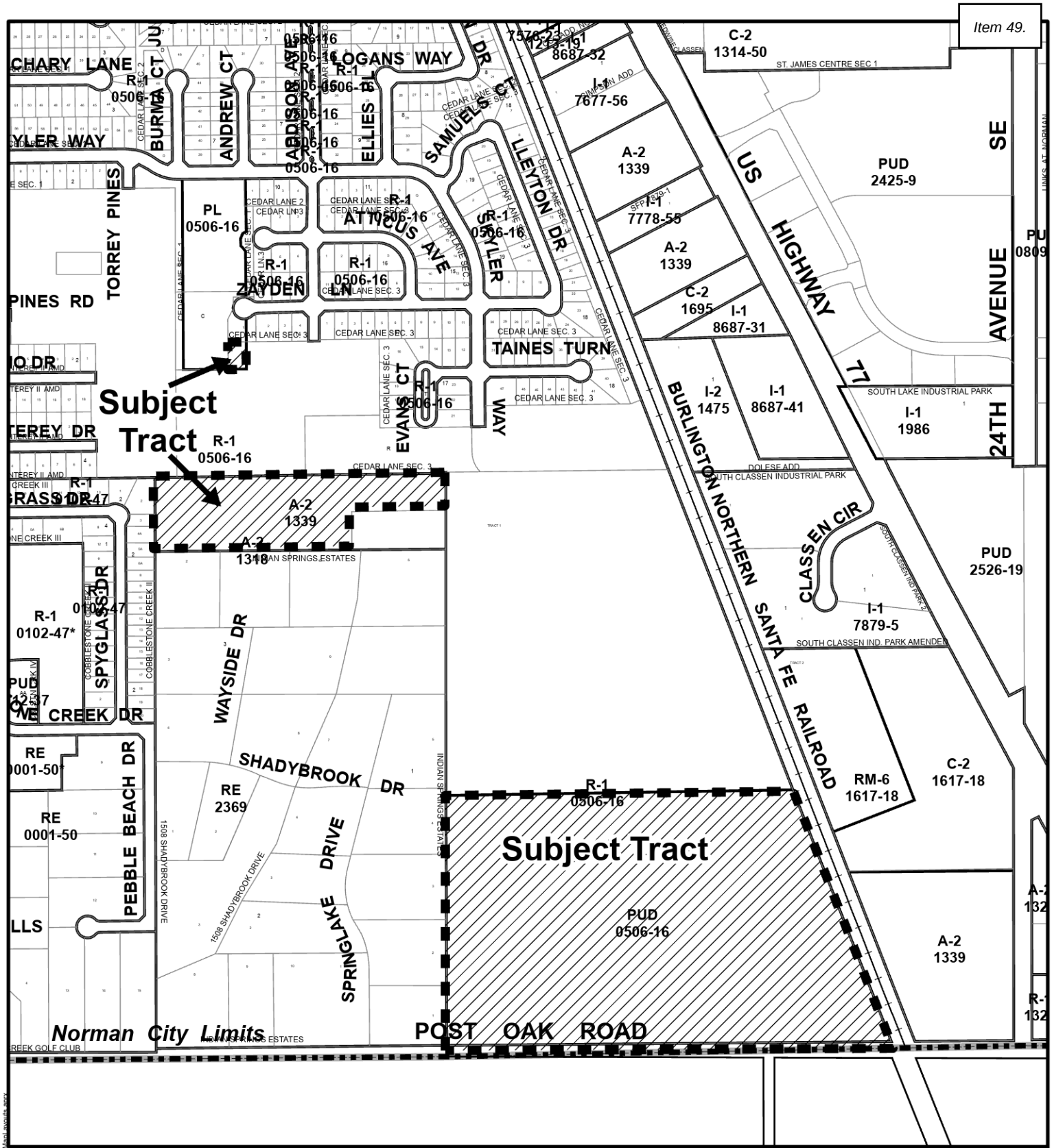
RM-2	RM-6	R-3	RO	O-1	CO	C-1	C-2	C-3	MUD		
PUD	SPUD										
A-1	A-2	RE	R-1	R-1-A	R-2	RM-4	TC	CR	I-1	I-2	M-1

Multi-Unit Residential



Mixed-Use





Location Map

Map Produced by the City of Norman Geographic Information System. The City of Norman assumes no responsibility for errors or omissions in the information presented.

N W E S

June 3, 2026

0 300 600 Ft.

Subject Tract

Applicant: Cedar Lane, LLC

Project Location: Generally located at 12th Ave SE & Post Oak Rd

Case Number: PD 26-12

Time: 5:30 P.M.

Applicant Representative:
Steve Rollins, ARC Engineering
BJ Hawkins

Attendees:
Ron Musgrave
Erica Bird

City Staff:
Lora Hoggatt, Planning Services Manager
Landon Gum, Subdivision Development Coordinator

Application Summary:
Cedar Lane, LLC, is requesting a preliminary plat and rezoning from PL, Park Land District, A-2, Rural Agricultural District, and PUD, Planned Unit Development, to R-1, Single-Family Dwelling District.

Neighbors' Comments/Concerns/Responses:
There was one neighbor in attendance. There were questions about the phasing plan for the project. The applicant representative stated they believe the project will continue developing on the north end, near the existing neighborhood, and move south over a period of a few years. The neighbor asked whether Post Oak Rd. will be improved on the north and south sides of the right-of-way. The applicant representative stated they will be required to improve the north side of Post Oak Rd.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 9/10/2026

REQUESTER: Cedar Lane, LLC

PRESENTER: Lora Hoggatt, Planning Services Manager

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-65: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER (SE/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA FROM A PUD, PLANNED UNIT DEVELOPMENT AND PART OF THE EAST HALF (E/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, FROM A-2, RURAL AGRICULTURAL DISTRICT, AND THE NORTHWEST QUARTER (NW/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA FROM PL, PARK LAND DISTRICT, AND PLACE THE SAME IN THE R-1, SINGLE-FAMILY DWELLING DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NEAR 12TH AVE SE AND CEDAR LANE RD; WARD 7)

APPLICANT/REPRESENTATIVE	Cedar Lane, LLC/Steve Rollins, Arc Engineering Consultants, LLC
LOCATION	Near 12th Ave SE and Cedar Lane Rd
WARD	7
CORE AREA	No

EXISTING ZONING	A-2, Rural Agricultural District, PL, Park Land District, and PUD, Planned Unit Development
EXISTING LAND USE DESIGNATIONS	Urban Low and Urban High
CHARACTER AREA	Suburban Neighborhood
PROPOSED ZONING	R-1, Single-Family Dwelling District
PROPOSED LAND USE	No Change

SUMMARY:

The applicant, Cedar Lane, LLC, is requesting to zone the subject properties to R-1, Single-Family Dwelling District. The proposed zoning will allow for the development of single-family homes. There is a companion preliminary plat request associated with this zoning application.

EXISTING CONDITIONS:

SIZE OF SITE: 56.9 acres

SURROUNDING PROPERTIES

	Subject Property	North	East	South	West
Zoning	A-2/PL/PUD	R-1/PL	R-1/BNSF Railway	R-1/RE/City of Noble	R-1/PL/RE
Land Use	Urban Low/Urban High	Urban Low/Park	Urban Low/BNSF Railway	Urban Low/City of Noble	Urban Low
Current Use	Vacant	Songbird Park/Single-Family Dwellings/ Vacant	Single-Family Dwellings/ Vacant	Single-Family Dwellings/City of Noble	Single-Family Dwellings/ Vacant

ZONING DESIGNATIONS

A-2, Rural Agricultural District

This district is intended to provide a zoning classification for land situated relatively remote from the urban area which is used for agricultural and related purposes and will not be undergoing urbanization in the immediate future. The types of uses, the area and the intensity of use of land which is authorized in this district is designed to encourage and protect all agricultural uses until urbanization is warranted and the appropriate change in district classification is made. Areas included within this district are

considered to be sufficiently remote from developed urban areas that exploration for and production of oil and gas will not be hazardous or detrimental to persons and property within the developed portions of the City. Further, the purpose of the following regulations for properties within the Ten Mile Flat Conservation Area, is to:

- Address unique conditions in the area commonly known as Ten Mile Flat, much of which land lies within the historical floodplain of Ten Mile Creek and the South Canadian River;
- To protect exceptional and irreplaceable natural resources located in the Ten Mile Flat area; and
- To protect against flood damage in the 100-year floodplain and other floodprone areas within the Ten Mile Flat area.

PL, Park Land District

The PL, Park Land District is intended to provide a special zoning district to accomplish the reservation and later use of land for park and open space purposes.

PUD, Planned Unit Development

It is the intent of this section to encourage developments with a superior built environment brought about through unified development and to provide for the application of design ingenuity in such developments while protecting existing and future surrounding areas in achieving the goals of the comprehensive plan of record. The PUD, Planned Unit Development District herein established is intended to provide for greater flexibility in the design of buildings, yards, courts, circulation, and open space than would otherwise be possible through the strict application of other district regulations. In this way, applicants may be awarded certain premiums in return for assurances of overall planning and design quality, or which will be of exceptional community benefit, and which are not now required by other regulations. By permitting and encouraging the use of such procedures, the Planning Commission and City Council will be able to make more informed land use decisions and thereby guide development more effectively in the best interest of the health, safety, and welfare of the City. Specifically, the purposes of this section are to encourage:

- A maximum choice in the types of environment and living units available to the public.
- Provision of more usable and suitably located open space, recreation areas, or other common facilities than would otherwise be required under conventional land development regulations.
- Maximum enhancement and minimal disruption of existing natural features and amenities.
- Comprehensive and innovative planning and design of diversified developments which are consistent with the City's long-range plan and remain compatible with surrounding developments.
- More efficient and economic use of land resulting in smaller networks of utilities and streets, thereby lowering costs.
- Preparation of more complete and useful information which will enable the Planning Commission and City Council to make more informed decisions on land use. The PUD, Planned Unit Development regulations are designed to provide

for small- and large-scale developments incorporating a single type or a variety of residential, commercial, industrial and related uses which are planned and developed as a unit. Such development may consist of individual lots, or it may have common building sites. Private or public common land and open space must be an essential, major element of the development, which is related to, and affects, the long-term value of the homes and other development. A planned unit development shall be a separate entity with a distinct character that respects and harmonizes with surrounding development.

LAND USE DESIGNATION
Urban Low and Urban High
See attached Urban Low and Urban High Land Use documents.

CHARACTER AREA DESIGNATION
Suburban Neighborhood Areas
See attached Suburban Neighborhood Character Area document.

NEAREST PUBLIC PARK
Songbird Park is the nearest park to the subject property and is accessible via sidewalks within the development.

PROCEDURAL REQUIREMENTS:

PRE-DEVELOPMENT: PD26-12 May 28, 2026
This request required a Pre-Development meeting due to the size of the rezoning acreage and the companion preliminary plat application. The applicant attended the May 28 Pre-Development meeting. Please see the attached summary.

BOARD OF PARKS COMMISSIONERS: September 3, 2026
The applicant requested fee-in-lieu of land for this project, with the collected fees assigned to the Songbird Park development account. The Board of Parks Commissioners voted to approve the fee-in-lieu decision with a vote of 6-0.

REVIEW COMMENTS:

This application was submitted to the following agencies, departments, and/or divisions for review and comment. An asterisk (*****) indicates that the agency, department, and/or division responded with review comments “inconsistent” with AIM Norman Plan. Items blue in these sections represent City Staff analysis.

CITY DEPARTMENTS
1. Fire Department
2. Building Review
3. Public Works/Engineering
4. Transportation Engineer
5. Planning*
6. Utilities

FIRE DEPARTMENT

Any code items will be addressed during the building permit stage. For code details, view the City of Norman Ordinances and adopted 2018 ICC codes as amended by OUBCC including IFC Appendices B, C, and D.

BUILDING REVIEW

Building codes and all applicable trades will be addressed at the building permit stage.

PUBLIC WORKS/ENGINEERING

Please see the attached preliminary plat report from Engineering.

TRANSPORTATION ENGINEER

Please see the attached reports from the Transportation Engineer for the associated preliminary plat.

PLANNING*

ZONING CONSIDERATIONS

R-1, Single-Family Dwelling District

This residential district is intended for single-family detached development, including accessory dwelling units and other accessory structures. Other uses compatible with single-family residential development are also allowed. Developments in this zoning district should have access to City services and be located in the urbanized area.

The applicant will meet all R-1 requirements. Please see attached Section 36-514 R-1, Single-Family Dwelling District regulations. Single-family dwellings are required to provide two parking spaces per unit. There are no applicable zoning requirements for landscaping, lighting, or exterior materials for single-family dwellings.

AIM NORMAN LAND USE CONSIDERATIONS

Please see the attached descriptions from the AIM Norman Land Use Plan.

Overarching General and Non-Residential Policies

The proposal is generally **consistent** with the Overarching General and Residential Character Area policies, as the proposed development blends with the existing housing in the area. The proposed development is an extension of the existing Cedar Lane neighborhood to the north; however, the new streets follow more of a grid system design than the existing streets. While the proposed density is not varied within the development, it is a higher density than the existing PUD on the south end of the development where the minimum lot size is 0.75 acres.

Suburban Neighborhood Policies

The proposal is **consistent** with the Suburban Neighborhood policies, as it features a single-family housing typology that is supported by the corresponding Urban Low Land

Use designation. The proposed development will also connect to existing City water and sewer services, as called for in the Suburban Neighborhood policies.

Urban Low (UL) Land Use Policies

The proposal is **consistent** with the following UL Land Use policies:

- **Building Types**
- **Site Design**
- **Transportation**
- **Utility Access**
- **Public Space**

Approximately 25% of the preliminary plat area is designated as Urban Low. The applicant is proposing a single-family residential development at a density of 3.5 units per acre. Under the provisions of the R-1, Single-Family Dwelling District, attached or detached accessory dwelling units may be allowed, with the potential to further increase the overall density within the development up to 7 units per acre. The development will connect to existing City water and sewer services. Sidewalks and roadways will connect to the currently developed sections of Cedar Lane to the north, improving connection and circulation. These sidewalks will connect to the greater pedestrian infrastructure network via Cedar Lane Rd. to the north. The proposed development will have pedestrian access to Songbird Park.

Urban High (UH) Land Use Policies

The proposal is **consistent** with the following UH Land Use policies:

- **Utility Access**

A full range of utilities are available and serve the subject property.

The proposal is **inconsistent** with the following UH Land Use policies:

- **Building Types**
- **Site Design**
- **Transportation**
- **Public Space**

Approximately 75% of the preliminary plat area is designated as Urban High. The proposed development is inconsistent with several of the UH Land Use policies. The proposed density of 3.5 units per acre falls below the desired 12 units per acre, with a housing typology of single-family dwellings as opposed to multi-unit, midrise residential and mixed-use buildings called for in the UH Land Use policies. As stated above, attached or detached accessory dwelling units developed in the R-1, Single-Family Dwelling District, could potentially raise the overall density to 7 units per acre. Additionally, it should be noted that the proposal allows for higher single-family densities than is allowed under the PUD, Planned Unit Development, that governs the southern portion of the subject property. The existing PUD requires a minimum lot size of 0.75 acres with a gross density of 0.64 units per acre. When compared to the UH Land Use

Policies, the site design is not conducive to walking; while the development includes sidewalks and pedestrian connectivity, the scale of separation between uses inhibits the walkability of the area.

Neighborhood and/or Special Area Plans

This location **is not** within a Neighborhood or Special Planning Area.

UTILITIES

AIM NORMAN PLAN CONFORMANCE

Proposed development is in accordance with AIM Water and Wastewater Utility Master Plans.

SOLID WASTE MANAGEMENT

Proposed development meets requirements for City streets and provides access for solid waste services.

WATER/WASTEWATER AVAILABILITY

Water Availability

Adequate capacity within the water system exists to serve the proposed development.

Wastewater Availability

Adequate capacity within the wastewater system exists to serve the proposed development.

DISCUSSION:

The proposed development meets the Urban Low Land Use policies but generally does not meet the Urban High Land Use policies. However, this proposal is a continuation of an existing single-family development, and the proposal allows for greater densities and a design that is closer to the intent of the UH Land Use policies than the current PUD zoning district. Cedar Lane Addition was developed 20 years before the AIM Norman Plan was adopted. When the PUD was adopted in 2005, access to City services was not available, requiring individual sewer solutions, which necessitated a larger lot design. With access in place for City services, increasing the density is appropriate at this time. The proposed rezoning and accompanying preliminary plat is intended to continue the existing Cedar Lane subdivision. The proposal will increase automobile and pedestrian connectivity and augment Norman's housing stock in a fast-growing area of the city.

CONCLUSION:

Staff forwards this request for zoning to R-1, Single-Family Dwelling District, and Ordinance O-2526-65 to the Planning Commission for consideration and recommendation to City Council.

ATTACHMENT(S):

Section 36-514, R-1, Single-Family Dwelling District
Cedar Lane AIM Supporting Documents

File Attachments for Item:

50. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-85: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND CEDAR LANE, L.L.C., AUTHORIZING COLLECTION OF A MONTHLY LIFT STATION FEE FROM DEVELOPED LOTS IN THE CEDAR LANE DEVELOPMENT FOR THE OPERATION, MAINTENANCE AND REPLACEMENT OF THE CEDAR LANE LIFT STATION. (WARD 7)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: Nathan Madenwald, Utilities Engineer

PRESENTER: Nathan Madenwald, Utilities Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-85: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND CEDAR LANE, L.L.C., AUTHORIZING COLLECTION OF A MONTHLY LIFT STATION FEE FROM DEVELOPED LOTS IN THE CEDAR LANE DEVELOPMENT FOR THE OPERATION, MAINTENANCE AND REPLACEMENT OF THE CEDAR LANE LIFT STATION. (WARD 7)

BACKGROUND:

In 2003, the general policy was modified to allow installation of new lift stations if long-term operation, maintenance and capital equipment replacement costs (OM&R) were borne by the users of the new lift station (LS). An administrative Lift Station Fee collected through utility billing and applicable to each lot or customer in the new development was implemented through a contractual agreement. To date, the Norman Utilities Authority (NUA) has approved sixteen lift station agreements.

DISCUSSION:

The southern portion of the Cedar Lane development will be served by the proposed Cedar Lane LS The preliminary plat for the development area was considered by Planning Commission on September 10, 2026, and is proposed as a companion item for City Council on this docket. This contract must be approved by the developer of the Cedar Lane development requiring them to fund a portion of the OM&R for the proposed Cedar Lane LS.

The developer of the Cedar Lane development, Cedar Lane, LLC, is willing to implement the LS OM&R fee for the preliminary plat. If acceptable to Council, these costs would be recovered through proposed Contract K-2627-85. Estimated cost for a residential lot will be $9.74 per month. The commercial area to be served is not proposed to be platted at this time so that cost is shown based on one lot and assumed flow rates. The proposed contract provides the following:

1) The LS OM&R fee (the Lift Station Fee) would be filed of record as a restrictive covenant with the final plat of the Cedar Lane development as well as any other new areas that ultimately obtain sewer service from the Cedar Lane LS.

2) The LS Fee will be adjusted annually to account for inflation and may otherwise be adjusted if changes to the LS service area necessitate an adjustment.
3) In the event a LS is taken out of service and its wastewater flows by gravity to a wastewater treatment facility site, the LS Fee would be discontinued.
4) The LS Fee will be calculated for each dwelling unit as well as a per capita basis to accommodate other zoning classifications such as commercial, institutional, industrial, etc.
5) The LS Fee will be collected monthly from each dwelling unit or non-residential entity contributing flow to the LS through the City's Utility billing system.

The calculations for this fee are shown as Exhibit A to the contract while Exhibit B illustrates the area to be served by the Cedar Lane LS including the proposed development.

RECOMMENDATION:

Staff recommends approval of Contract K-2627-85 between the Norman Utilities Authority and Cedar Lane, L.L.C., implementing the Cedar Lane Lift Station Fee for the Cedar Lane development.

Contract K-2627-85

LIFT STATION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ 2026, by and between the Norman Utilities Authority (hereinafter referred to as the "Authority") and Cedar Lane, L.L.C., an Oklahoma limited liability company (hereinafter referred to as the "Developer").

1. WHEREAS, the Developer applying for the approval of developing and subdividing their property, which would otherwise be served by septic tanks or sewage lagoons maintained privately, and desires that their property be served by a lift station which would pump wastewater into the Authority's wastewater system; and

2. WHEREAS, this alternative, if approved by the Authority would require additional operation, maintenance, and replacement costs which are unique to the particular subdivision being served; and

3. WHEREAS, the Developer of the proposed Cedar Lane subdivision requests that the subdivision be provided wastewater service through a new Cedar Lane Station pumping into the Authority's wastewater system; and

4. WHEREAS, the Developer requests that this alternative be approved as part of the platting process and that an administrative lift station fee be established for each lot or unit in the Cedar Lane subdivision served by the lift station to provide for the operation, maintenance, and replacement of said lift station serving said subdivision; and

5. WHEREAS, the proposed Cedar Lane Lift Station will be designed and constructed to City standards; and

6. WHEREAS, connecting to the proposed Cedar Lane Lift Station and the serving of the Cedar Lane subdivision by the lift station will be of great advantage to the property owners within the subdivision by reducing their costs for the installation, operation and maintenance of septic systems or privately maintained sewage lagoons.

BE IT THEREFORE AGREED BY AND BETWEEN THE PARTIES HERETO:

7. THAT the parties do establish an operation, maintenance, and replacement monthly lift station fee for the Cedar Lane subdivision whose sanitary sewage will flow to the proposed Cedar Lane Lift Station for the purpose of pumping wastewater into the City's wastewater system and that said monthly fee be billed to each lot in all subdivisions served by the lift station by the City of Norman through the utility billing process. Said provisions shall be included in the restrictive covenants covering said subdivisions.

8. THAT the procedure for establishing said operation, maintenance, and replacement fee for each individual subdivision shall be as follows:

   (a) Prior to Council consideration of the preliminary plat, the Utilities Engineer or his authorized representative, shall estimate the annual administrative fee (the Lift Station Fee) necessary to provide for the proper operation, maintenance and replacement (OM&R) of the Cedar Lane Lift Station, force main and associated appurtenances.

(b) The Authority shall levy the Lift Station Fee upon all lots within the Cedar Lane service area and this determination shall be made a condition of Council's preliminary plat approval.

(c) Prior to Council consideration of any final plat utilizing the Cedar Lane Lift Station and force main, the Utilities Engineer or his authorized representative, shall update and adjust the Lift Station Fee as required by the amended lift station service area. The adjusted Lift Station Fee shall be filed of record as a restrictive covenant with said final plat all future final plats within the lift station service area.

(d) Upon the Authority's written acceptance of the Cedar Lane Lift Station, force main, and associated appurtenances identified in the approved exhibits, the Authority shall be responsible for their operation, maintenance, repair, and replacement. Following that acceptance, Developer shall have no obligation to operate, maintain, repair, or replace those accepted facilities, to supplement Lift Station Fee collections, or to pay any shortfall in the Authority's operation, maintenance, or replacement costs.

(e) The Lift Station Fee will be adjusted annually to account for inflation based on the rate of change in the United States Department of Labor's Consumer Price Index for All Urban Consumers for the month most recently published, as compared to the same month in the previous year, and may otherwise be adjusted if the Authority determines that changes to the lift station's service area boundaries necessitate said adjustment.

(f) In the event a new lift station enlarges the service area of the proposed Cedar Lane Lift Station and replaces said lift station, the Lift Station Fee applicable to all existing final plats may not increase as a result of new calculation. However, the Lift Station Fee applicable to all existing final plats (if any) may decrease to the amount of new Lift Station Fee calculation.

(g) The Lift Station Fee shall be charged and collected in perpetuity as long as the lift station remains in operation. The Lift Station Fee for a lot shall commence only when wastewater service to that lot is activated and shall be billed solely to the holder of its City utility account. Developer shall not guarantee payment of, or be liable for, fees attributable to another account holder or to lots without activated wastewater service.

(h) In the event the lift station is taken out of service and its wastewater subsequently flows by gravity to the wastewater treatment facility site, any applicable Lift Station Fee shall be discontinued upon filing of a notice by the Authority. Regardless, the Authority shall cease billing and charges promptly upon the occurrence of the Lots no longer being served by the Lift Station.

(i) The Lift Station Fee shall be made a part of the City of Norman Utility bill for collection monthly and accounted for in the Wastewater Fund.

(j) The estimated Lift Station Fee has been calculated and is attached hereto as **Exhibit "A"** and made a part hereof.

(k) The proposed Cedar Lane subdivision was envisioned and accounted for within the design of the Cedar Lane Lift Station service area is shown on **Exhibit "B"** attached hereto and made a part hereof.

(l) The Authority shall reserve for Developer's properties within the Cedar Lane Lift Station service area sufficient capacity in the Cedar Lane Lift Station, force main, and associated facilities to permit the full development of those properties pursuant to the anticipated loadings within the Wastewater Report by Search, LLC dated June 30, 2026. The Authority shall not authorize or permit any other user or developer to connect to or use those facilities if doing so would reduce, eliminate, or impair the capacity needed to serve the full development of Developer's properties pursuant to the anticipated loadings within the Wastewater Report by Search, LLC dated June 30, 2026.

IN WITNESS WHEREOF, the Authority and Developer have executed this Agreement.

Norman Utilities Authority
201 West Gray
Norman, OK 73069

ATTEST:

By: _____ _____
Stephen Tyler Holman, Chairperson Secretary

APPROVED as to form and legality this 6 day of Oct, 2026.

_____
Authority Attorney

Cedar Lane, L.L.C.
PO Box 5156
Norman, OK 73070

By: _____
Hunter Miller, Manager

Subscribed and sworn to before me this 6th day of October, 2026.

_____
Notary Public

My Commission Expires:

01-31-2030

CRAIG D BODENHAMER NOTARY PUBLIC Commission # 02001844 My Commission Expires 01-31-2030 STATE OF OKLAHOMA

Exhibit A

Cedar Lane Lift Station

The Engineering Report provided by the developer will include sufficient information to allow the City of Norman to calculate the approximate cost to operate, maintain and replace capital equipment for the life of the proposed lift station. This information shall include the following at a minimum:

Proposed Lift Station Sewer Service Area including expected number and type of residential units as well as the number of acres of other zoning classifications such as commercial, institutional, industrial, etc. If applicable, a phasing plan shall be submitted. Calculate estimated population equivalent to be served by the lift station (include total population and breakout by phases, if applicable.) Estimated average daily wastewater flow (ADF) in gallons per day (GPD) and peak hourly flow in GPD utilizing generally accepted standards for per capita ADF or other data acceptable to the City of Norman.

	Parcel SA1 Cedar Lane	Parcel Future Comm	**TOTAL**
	Lots	Lots	
	213	1	
Population Equivalent Per Category	2.55		
Estimated Population	543		
Per Capita average daily wastewater flow (ADF)	100		
Calculated average daily flow	54,315	90,240	**144,555**
Peaking Factor	4.0	4.0	
Estimated peak hourly flow in GPD	217,260	360,960	**578,220**
Estimated peak hourly flow in GPM	151	251	**402**

Drawings showing the location of the proposed lift station, force main and access roadways. Include sufficient data to allow the pump static head to be determined).

HP = ((GPM) x (TDH)) / ((3960) x (0.50)) where pump efficiency is assumed to be 50% (unless otherwise approved). Check if pump of estimated GPM and TDH is available; adjust HP as required.

GPM	TDH	Efficiency	HP
440	65	50%	14.44

Estimate average annual electrical cost

1. Pump time (hours per day) = ((ADF in GPD) x 24) / (1440 x (Pump Capacity in GPM))

ADF	Pumping Capacity	Pumping Hours/day
289,110	440	10.95

2. kilowatt-hours (kWh) = (HP) x 0.746 x (pump time in hours per day) x 365

HP	Pumping Hours/Day	Kwh Per Day	Kwh Per Year
14.44	10.95	118.00	43,072

3. Annual Electrical Cost = kWh per year x $0.08 kWh

Kwh Per Year	Cost per Kwh	Cost per Year
43,072	$0.08	$3,445.73

Estimate annual lift station and force main OM&R cost. Provide approximate cost for lift station and appurtenances. Include wetwell, pumps, discharge piping and valves, electrical controls, flow metering, force main quick-connect coupling, valve vault, fittings and valves, fencing, all weather access road, force main, air release valves and vaults, etc. Assume annual replacement cost is 5% of original construction cost.

Annual OM&R Cost = 0.05 x Capital Cost

Lift Station Cost	Force Main Length	12" Force Main Per Foot	Force Main Cost	Total Cost	Annual Cost
$600,000.00	15,200	$40.00	$608,000	$1,208,000	$60,400

Calculate Total Monthly OM&R Cost: Monthly OM&R Cost = (Annual Electrical Cost + Annual OM&R Cost) / 12

Electrical Cost	Emer Gen Maint Cost	OM&R Cost	Total Annual Cost	Total Monthly Cost
$3,445.73	$2,700.00	$60,400.00	$66,545.73	$5,545.48

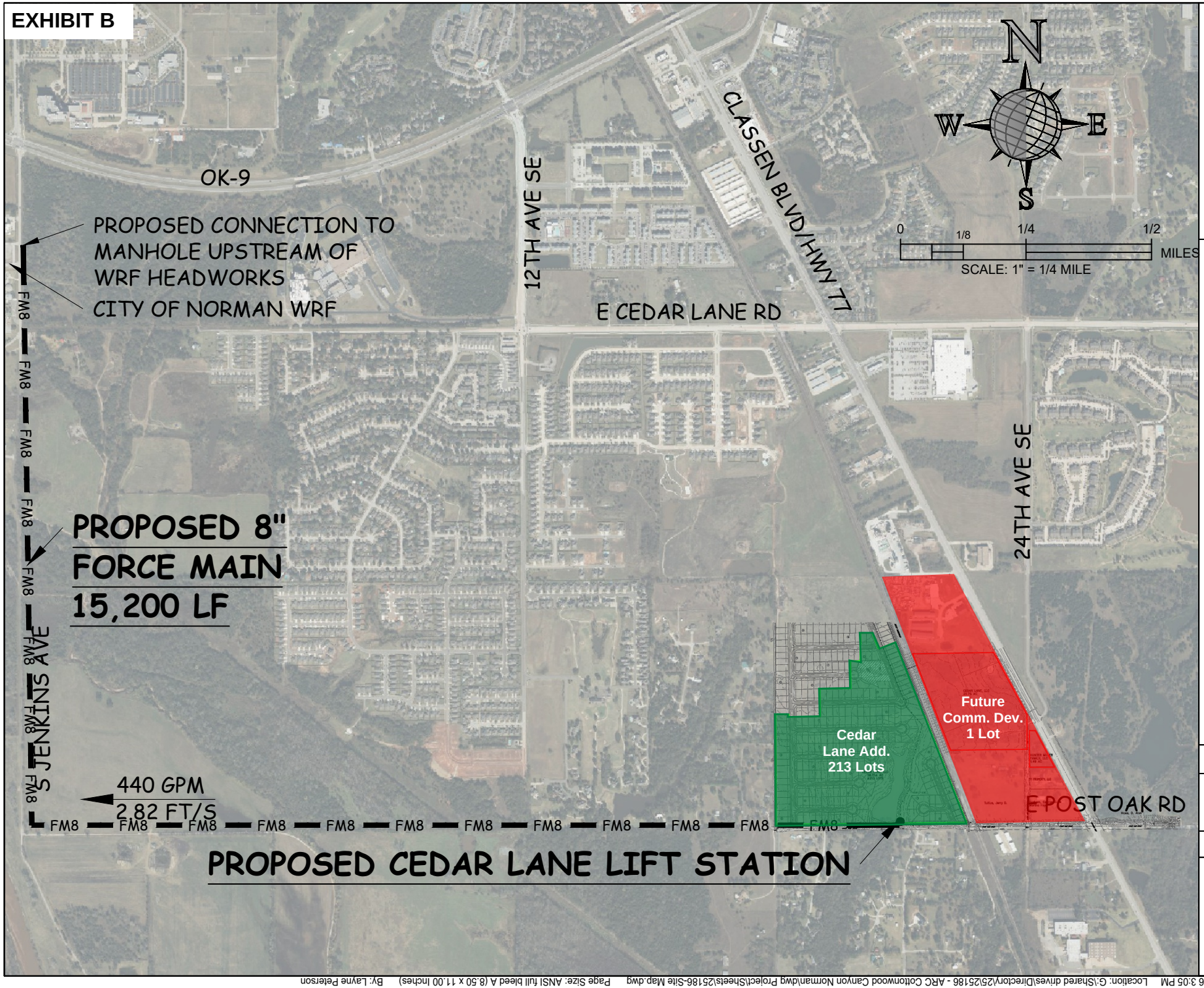
Calculate Lift Station Fee: The fee will be calculated on a residential lot basis as well as a per capita basis to accommodate other zoning classifications such as commercial, institutional, industrial, etc.

Monthly Per Capita Fee = ((Monthly OM&R Cost) x Per Capita ADF) / ((ADF) x 30.417 days per month))

Monthly Residential Fee = where the number of persons per household is the same as was assumed in the Engineering Report.

	Total Annual Monthly Cost	Monthly Cost Per Person	Monthly Cost Per Household	Monthly Comm Cost Portion (per lot determined in future)
Original Agreement Rate	$5,545.48	$3.84	$9.74	$3,461.82

EXHIBIT B



FORCE MAIN ROUTE

ARC Engineering
NORMAN, CLEVELAND CO, OK
P.O. Box 722516
Norman, OK 73070
TEL. (405)364-0900
Oklahoma C.A. No. 196 Renewal 6-30-27
SEARGEL LLC
SYSTEMS ENGINEERING & RESEARCH
ENGINEERING EXCELLENCE SINCE 1970
ENVIRONMENTAL • CIVIL • MUNICIPAL • INDUSTRIAL

REV.	DATE	NAME

DESIGNED: P. Streebin
DRAWN: J. Wallin
P. Streebin
4/29/2026

Plot Date: 6/30/2026 3:05 PM Location: G:\Shared drives\Director\25\25186 - ARC Cottonwood Canyon Norman\dwg Project\Sheets\25186-Site Map.dwg Page Size: ANSI full bleed A (8.50 x 11.00 Inches) By: Layne Peterson

File Attachments for Item:

51. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2627-3: PRELIMINARY PLAT FOR CEDAR LANE ADDITION, GENERALLY LOCATED BETWEEN CEDAR LANE ROAD AND POST OAK ROAD ON THE WEST SIDE OF BN&SF RAILROAD (WARD 7)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: Ken Danner, Subdivision Development Manager

David Riesland, Transportation Engineer

PRESENTER: Scott Sturtz, Director of Public Works

ITEM TITLE: CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2627-3: PRELIMINARY PLAT FOR CEDAR LANE ADDITION, GENERALLY LOCATED BETWEEN CEDAR LANE ROAD AND POST OAK ROAD ON THE WEST SIDE OF BN&SF RAILROAD (WARD 7)

BACKGROUND:

This item is a preliminary plat for Cedar Lane Addition, generally located between Cedar Lane Road and Post Oak Road west of the BN&SF Railroad. This property consists of 122.18 acres. One commercial lot on 4.55 acres is located in the northwest corner of the plat, which is the southeast corner of the 12th Avenue SE/Cedar Lane Road intersection. The rest of the property consists of 116.68 acres and 412 single-family lots.

The Norman Board of Parks Commissioners, at its meeting of September 3, 2026, recommended fee in lieu of park land.

Planning Commission, at its meeting of September 10, 2026, recommended to City Council placing a portion of this property in the R-1, Single-Family Dwelling District and removing it from A-2, Rural Agricultural District and PUD, Planned Unit Development District. In addition, Planning Commission recommended approval of the preliminary plat for Cedar Lane Addition.

DISCUSSION:

The proposed 412 single-family residential lots and 39,600 square feet of commercial space in this addition are expected to generate approximately 5,637 trips per day, 444 AM peak hour trips, and 577 PM peak hour trips. Traffic capacities on 12th Avenue SE, Cedar Lane Road, and Post Oak Road exceed the demand for existing and proposed trips because of this development. Although some improvements are recommended, no negative traffic impacts are anticipated.

STREET	NO. OF LANES	BACK-GROUND TRAFFIC (Veh/day)	PROJECTED TRAFFIC (Veh/day)	TOTAL PROJECTED TRAFFIC (Veh/day)	ROADWAY CAPACITY L.O.S. "E"	% CAPACITY USED (BACKGROUND)	% CAPACITY USED (PROJECTED)
12th Avenue SE	2	6.350	1,69	8,041	17,100	37.13	47.02
Cedar Lane Road	4	10,500	4,228	14,278	34,200	30.70	43.06

Post Oak Road	2	300	1,409	1,709	17,100	1.75	9.99

The development proposed with this addition was analyzed as part of a traffic impact study revision prepared for the Cedar Lane Addition Preliminary Plat. This study identified traffic impact fees for improvements to the Cedar Lane Road intersection with Classen Boulevard, the 12th Avenue SE intersection with State Highway 9, and the Classen Boulevard intersection with Post Oak Road. Based upon the trip generation potential of this addition, the fees to be collected with the filing of the Final Plat are $6,740 (for Cedar Lane Road and Classen Boulevard intersection), $4,272 (for the 12th Avenue SE and State Highway 9 intersection), and $19,969 (for the Classen Boulevard and Post Oak Road intersection) for a total of $30,981.

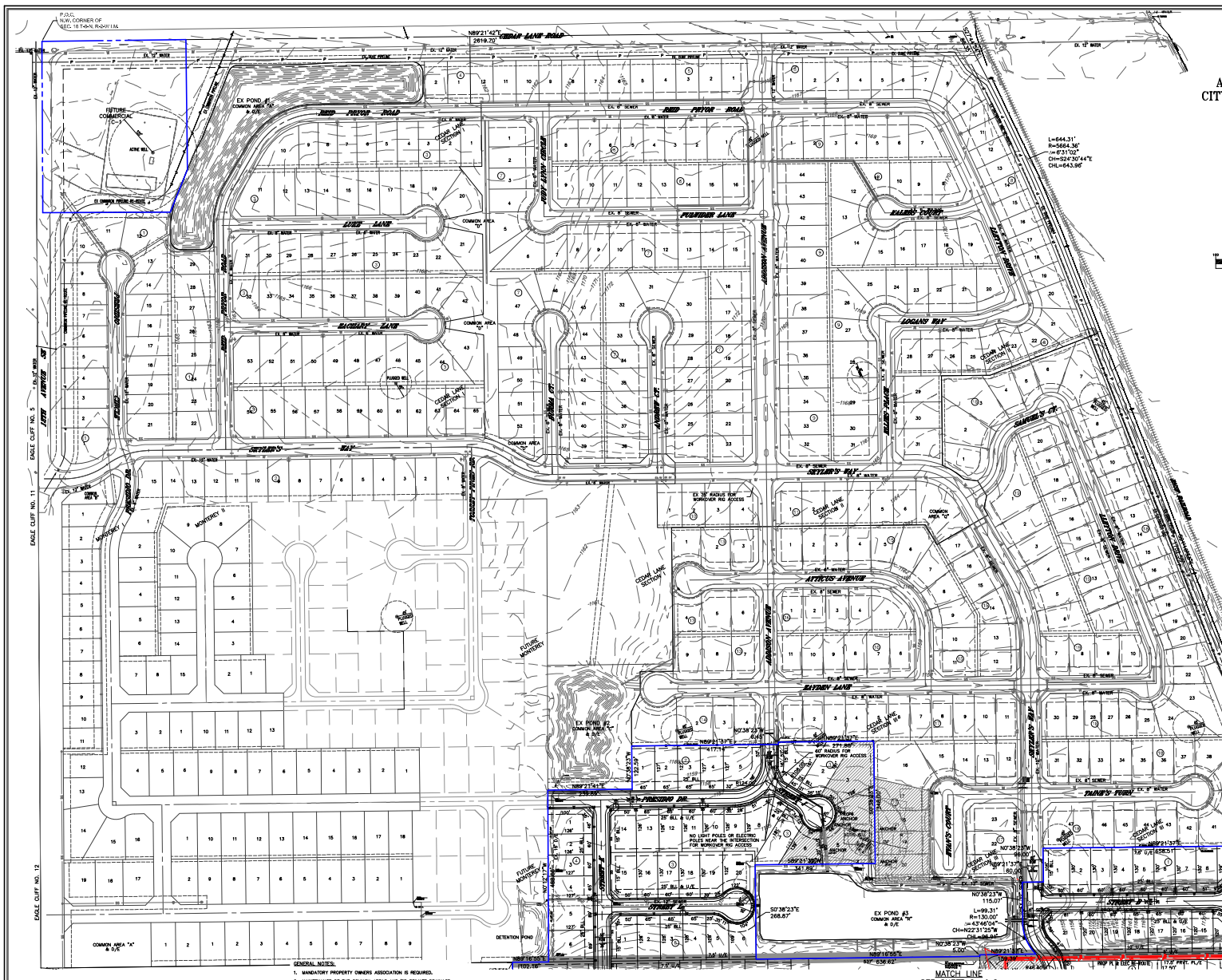
Public improvements for this property consist of the following:

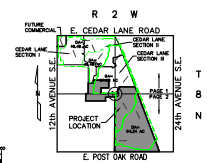
1. **Fire Hydrants**. Fire hydrants will be installed in accordance with approved plans. Their locations will be approved by the Fire Department.
2. **Permanent Markers**. Permanent markers will be installed prior to filing of final plats.
3. **Sanitary Sewers**. Sanitary sewer mains will be installed in accordance with approved plans and City and State Department of Environmental Quality standards. An existing lift station and off-peak holding area will be utilized. The property owner's association is responsible for maintenance cost of the lift station.
4. **Sidewalks.** Sidewalks will be installed on each lot prior to occupancy. Sidewalks will be installed adjacent to common areas and Post Oak Road.
5. **Storm Sewers**. Storm water and appurtenant drainage structures will be installed in accordance with approved plans and City drainage standards. Runoff will be conveyed to privately maintained detention facilities located throughout the property. A mandatory property owners association has been established.
6. **Streets**. Streets will be constructed in accordance with approved plans and City paving standards. Post Oak Road is classified as a collector street and will be constructed as an urban collector.
7. **Water Mains**. Water mains will be installed in accordance with approved plans and City and State Department of Environmental Quality standards.
8. **Public Dedications.** All right-of-way and easements will be dedicated to the City with final platting.

STAFF RECOMMENDATIONS:

Based on the above information, staff recommends approval of the preliminary plat No. PP-2627-3 for Cedar Lane Addition.

PRELIMINARY PLAT OF
CEDAR LANE
A PART OF SECTION 16, T-8-N, R-2-W, I.M.
CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA





LOCATION MAP
SCALE: 1"=2000'

GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.

LEGAL DESCRIPTION

Basis of bearing used N 89°21'42" E along the North line of said Northwest Quarter (NW/4) of Section Sixteen (16), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, State Plane Coordinate System, Oklahoma South Zone, City of Norman survey control network.

A tract of land in Section Sixteen (16), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows:

COMMENCING at the Northwest corner of the Northwest Quarter (NW/4) of said Section Sixteen (16);

Thence N 89°21'42" E along the North line of said Northwest Quarter (NW/4), a distance of 2,619.70 feet to a point on the West right-of-way line of the BNSF Railroad;

Thence S 27°44'54" E along the West right-of-way line of the BNSF Railroad, a distance of 86.35 feet;

Thence along the West right-of-way line of the BNSF Railroad, on a curve to the right with an arc length of 644.31 feet, a radius of 5,664.36 feet, a chord bearing of S 24°30'44" E and a chord length of 643.96 feet;

Thence S 21°16'33" E along the West right-of-way line of the BNSF Railroad, a distance of 1,752.55 feet to the POINT OF BEGINNING;

Thence continuing S 21°16'33" E along the West right-of-way line of the BNSF Railroad, a distance of 3,165.40 feet to a point on the South line of said Section 16.

Thence along the South line of said Section 16 South 89°37'50" West a distance of 2,038.39 feet;

Thence North 00°05'51" West a distance of 2,478.61 feet; Thence South 89°13'13" West a distance of 437.04 feet; Thence South 00°10'21" East a distance of 177.25 feet; Thence South 89°07'44" West a distance of 891.74 feet; Thence North 00°16'07" West a distance of 327.14 feet; Thence North 89°16'56" East a distance of 102.16 feet; Thence North 00°12'17" West a distance of 466.66 feet; Thence North 89°21'41" East a distance of 239.89 feet; Thence North 00°38'23" West a distance of 122.59 feet; Thence North 89°21'37" East a distance of 417.14 feet; Thence North 00°38'23" West a distance of 6.45 feet; Thence North 89°21'37" East a distance of 271.86 feet; Thence South 00°38'23" East a distance of 348.00 feet; Thence South 89°21'37" West a distance of 341.89 feet; Thence South 00°38'23" East a distance of 268.87 feet; Thence North 89°16'55" East a distance of 636.62 feet; Thence North 00°38'23" West a distance of 5.00 feet; Thence North 89°21'37" East a distance of 159.39 feet; Thence on a non-tangent curve to the right with an arc length of 99.31 feet, a radius of 130.00 feet, a chord bearing of N 22°31'25" W and a chord length of 96.91 feet; Thence North 00°38'23" West a distance of 115.07 feet;

Thence North 89°21'37" East a distance of 60.00 feet; Thence North 00°38'23" West a distance of 96.00 feet; Thence North 89°21'37" East a distance of 658.51 feet; Thence North 68°43'27" East a distance of 60.00 feet to the POINT OF BEGINNING;

Said tract having an area of 5,082,436.7514 Square Feet, 116.66 Acres, more or less.

AND

A tract of land lying in Section Sixteen (16), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

BEGINNING at the Northwest Corner of the Northwest Quarter (NW/4) of said Section 16; Thence North 89°21'34" East along the North line of said NW/4 a distance of 410.00 feet to a point on the west boundary of Cedar Lane Section 1, an addition to the City of Norman, Cleveland County, Oklahoma; Thence along the Cedar Lane boundary the following three (3) calls: South 00°33'06" East a distance of 269.50; Thence South 22°01'50" West a distance of 132.20 feet; Thence South 89°46'34" West a distance of 382.80 feet to a point on the West line of said NW/4; Thence along the West line of said NW/4 North 00°13'26" West a distance of 487.65 feet to the Point of Beginning. Said tract contains 4.5475 acres more or less.

PROPOSED ZONING FOR SUBJECT PROPERTY

R-1 RESIDENTIAL: 116.55 ACRES
R-1 RESIDENTIAL LOTS: 412
C-1 COMMERCIAL: 4.55 ACRES
C-1 COMMERCIAL LOTS: 1

MATCH LINE
SEE SHEET 2 of 2

GENERAL NOTES:

1. MANDATORY PROPERTY OWNERS ASSOCIATION IS REQUIRED.
2. MAINTENANCE OF THE COMMON AREAS AND/OR PRIVATE DRAINAGE EASEMENTS IN CEDAR LANE SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION. NO STRUCTURES, STORAGE OF MATERIAL, GRADING, FILL OR OTHER OBSTRUCTIONS, INCLUDING FENCES, EITHER TEMPORARY OR PERMANENT, SHALL BE PLACED WITHIN THE DRAINAGE RELATED COMMON AREAS AND/OR DRAINAGE EASEMENTS SHOWN. CERTAIN AMENITIES SUCH AS, BUT NOT LIMITED TO, WALKS, BENCHES, PIERS, AND DOCKS SHALL BE PERMITTED IF INSTALLED IN A MANNER TO MEET THE REQUIREMENTS SPECIFIED ABOVE.
3. SIDEWALKS ON EACH LOT ALONG LOCAL AND COLLECTOR STREETS ARE REQUIRED AND MUST BE INSTALLED PRIOR TO THE ISSUANCE OF ANY OCCUPANCY PERMITS.
4. ALL EXISTING BUILDINGS TO BE REMOVED.
5. THE CROSS HATCHED LOTS WILL BE AVAILABLE FOR CONSTRUCTION ONCE THE ACTIVE OIL WELLS HAVE STOPPED PRODUCING, THE WELLS HAVE BEEN PLUGGED AND THE RADIUS HAS BEEN REDUCED TO 45 FEET PER CITY OF NORMAN SPECIFICATIONS. UNTIL SUCH TIME, LOTS CAN BE USED AS ACCESS TO THE WELL SITE.
6. THE CURRENT OIL WELL OPERATOR WILL BE RESPONSIBLE FOR ADEQUATELY FENCING THE WELL SITE, CONSTRUCTION OF ANY LEASE ROADS AND APPROACHES, PIPELINE RELOCATIONS, OR ELECTRIC LINE RELOCATIONS. THE DEVELOPER WILL BE FINANCIALLY RESPONSIBLE FOR THE CONSTRUCTION OF ANY LEASE ROADS, APPROACHES, FENCING, PIPELINE RELOCATIONS, OR ELECTRIC LINE RELOCATIONS.
7. INSTALL CASING PIPE FOR ALL OIL PIPELINE ROAD CROSSINGS

STORM DRAINAGE DETENTION FACILITY EASEMENT

Drainage detention facility easements are hereby established as shown to provide for detention of storm surface water and constructed as approved by the city engineer. All maintenance within the drainage detention facility easement shall be the right, duty and responsibility of the property owner(s) in the plat of CEDAR LANE; however, if maintenance is neglected or subject to other unusual circumstances and is determined to be a hazard or threat to public safety by the city engineer, corrective maintenance may be performed by the governing jurisdiction with costs assessed to and born upon said property owner(s). Officials representing the engineering division, public works department, shall have the right to enter upon the easement for purposes of periodic inspection and/or corrective maintenance of the facility. Upon receiving written approval from the engineering division, public works department, property owner(s) may construct improvements within the easement, provided the improvement does not interfere with the function of the detention facility.

Arc Engineering Consultants, LLC
CIVIL ENGINEERING
135 DEER CREEK ROAD
PHONE (405) 509-0212
LAND PLANNING
EDMOND, OK 73012
SKOLLINGWORTHINGCOM
CERTIFICATE OF AUTHORIZATION NO. 6269 EXP. 6/30/26
ARC ENGINEERING CONSULTANTS

CEDAR LANE
12th AVE. SE & CEDAR LANE RD.
NORMAN, CLEVELAND CO, OKLAHOMA
PRELIMINARY PLAT

REVISIONS

NO.	DESCRIPTION	DATE
1.	REVISIONS PER DRT MEETING	7/15/26
2.	LOT NO's & BLK NO's	9/03/26

DRAWN BY: SDR
CHECKED BY: SDR
APPROVED BY: SDR

PROJECT NUMBER: 26-004
DATE: 05-01-26
SCALE: (HORIZ.) 1"=100' (VERT.) N/A
SHEET NUMBER

OWNER/DEVELOPER:
CEDAR LANE, LLC
P.O. BOX 5156
NORMAN, OK 73070

ENGINEER:
ARC ENGINEERING CONSULTANTS, LLC
STEVE ROLLINS, P.E.
135 DEER CREEK ROAD
EDMOND, OK 73012

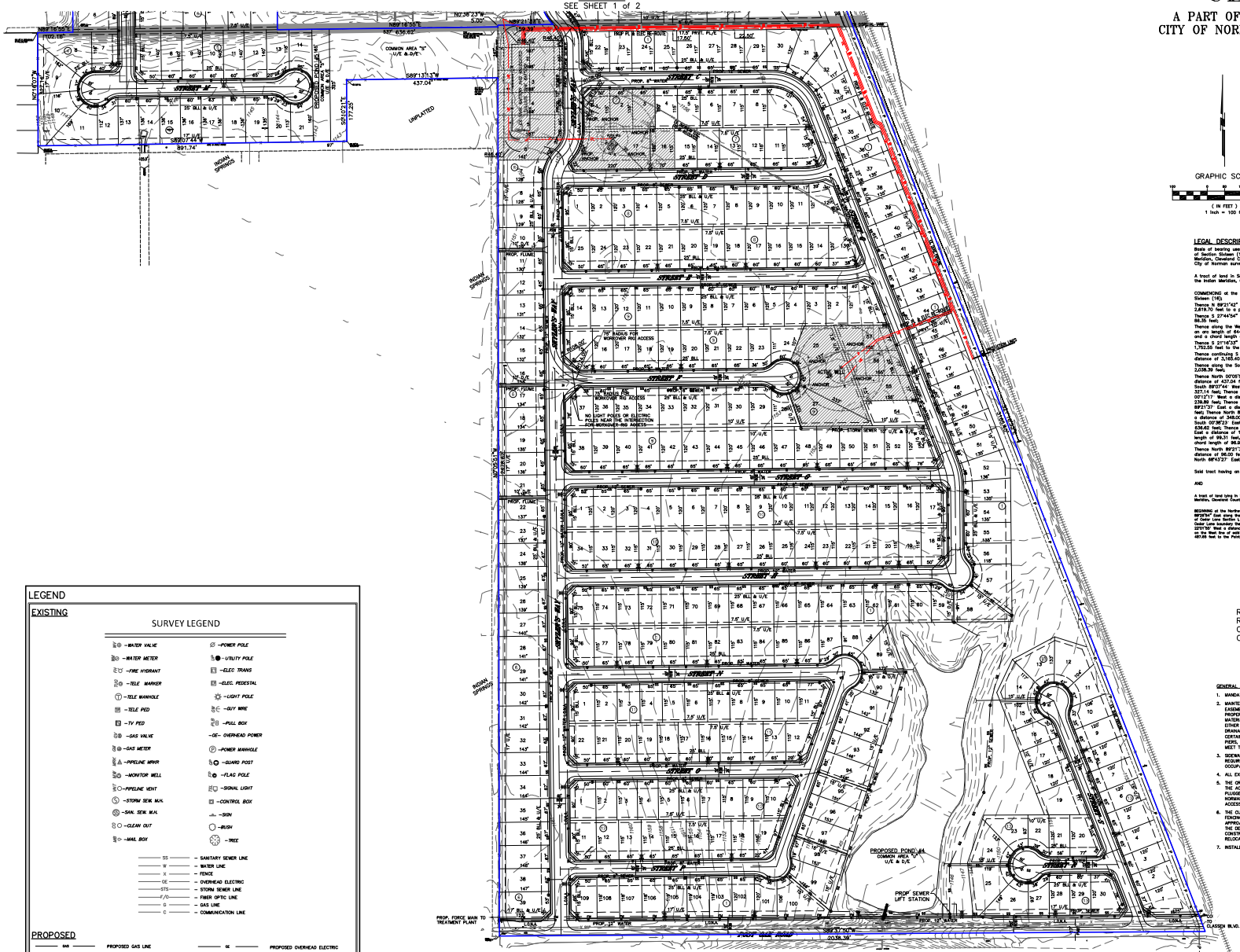
SURVEYOR:
OKLAHOMA SURVEY COMPANY
RYAN DOUDICAN, R.P.L.S.
3121 E. SORGHUM MILL ROAD
EDMOND, OK 73034

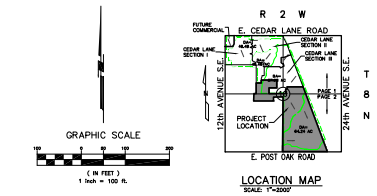
CEDAR LANE

PRELIMINARY PLAT OF

CEDAR LANE

A PART OF SECTION 16, T-8-N, R-2-W, I.M.
CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA





LOCATION MAP
SCALE: 1"=2000'

GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.

LEGAL DESCRIPTION

Basis of bearing used N 89°21'43" E along the North line of said Northwest Quarter (NW/4) of Section Sixteen (16), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, State Plane Coordinate System, Oklahoma South Zone, City of Norman survey control network.

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Thence S 27°44'54" E along the West right-of-way line of the BNSF Railroad, a distance of 86.36 feet;

Thence along the West right-of-way line of the BNSF Railroad, on a curve to the right with an arc length of 644.31 feet, a radius of 5,694.36 feet, a chord bearing of S 24°30'44" E and a chord length of 643.96 feet;

Thence S 21°16'33" E along the West right-of-way line of the BNSF Railroad, a distance of 1,752.55 feet to the POINT OF BEGINNING;

Thence continuing S 21°16'33" E along the West right-of-way line of the BNSF Railroad, a distance of 3,168.40 feet to a point on the South line of said Section 16;

Thence along the South line of said Section 16 South 89°37'10" West a distance of 2,038.39 feet;

Thence North 00°05'51" West a distance of 2,478.61 feet; Thence South 89°13'13" West a distance of 437.04 feet; Thence South 00°10'21" East a distance of 177.25 feet; Thence South 89°07'44" West a distance of 891.74 feet; Thence North 00°16'02" West a distance of 337.14 feet; Thence North 89°16'50" East a distance of 102.16 feet; Thence North 00°12'17" West a distance of 495.66 feet; Thence North 89°27'41" East a distance of 238.80 feet; Thence North 00°38'23" West a distance of 122.59 feet; Thence North 89°21'37" East a distance of 417.14 feet; Thence North 00°38'23" West a distance of 6.45 feet; Thence North 89°21'37" East a distance of 271.86 feet; Thence South 00°38'23" East a distance of 348.00 feet; Thence South 89°21'37" West a distance of 347.88 feet; Thence South 00°38'23" East a distance of 268.87 feet; Thence North 89°16'50" East a distance of 634.40 feet; Thence South 02°38'23" East a distance of 5.00 feet; Thence North 89°21'37" East a distance of 136.05 feet to the point of curvature of a curve to the left with an arc length of 99.31 feet, a radius of 130.00 feet, a chord bearing of N 22°35'05" E and a chord length of 96.91 feet; Thence North 00°38'23" West a distance of 115.07 feet;

Thence North 89°21'37" East a distance of 60.00 feet; Thence North 00°38'23" West a distance of 96.00 feet; Thence North 89°21'37" East a distance of 658.51 feet; Thence North 68°41'37" East a distance of 63.00 feet to the POINT OF BEGINNING.

Said tract having an area of 5,082,436.7514 Square Feet, 116.68 Acres, more or less.

AND

A tract of land lying in Section Sixteen (16), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

BEGINNING at the Northeast Corner of the Northwest Quarter (NW/4) of said Section 16; Thence North 89°21'43" East along the North line of said NW/4 a distance of 1,322.85 feet to the Northeast corner of Cedar Lane Section I, an addition to the City of Norman, Cleveland County, Oklahoma; Thence along the Cedar Lane boundary the following three (3) calls: South 00°32'06" East a distance of 269.50; Thence South 25°07'50" West a distance of 1,167.20 feet; Thence South 89°48'24" West a distance of 382.80 feet to a point on the West line of said NW/4; Thence along the West line of said NW/4 North 00°13'28" West a distance of 1,617.68 feet to the Point of Beginning. Said tract contains 4.0478 acres more or less.

PROPOSED ZONING FOR SUBJECT PROPERTY

R-1 RESIDENTIAL: 116.55 ACRES
R-1 RESIDENTIAL LOTS: 412
C-1 COMMERCIAL: 4.55 ACRES
C-1 COMMERCIAL LOTS: 1

GENERAL NOTES:

1. MANDATORY PROPERTY OWNERS ASSOCIATION IS REQUIRED.
2. MAINTENANCE OF THE COMMON AREAS AND/OR PRIVATE DRAINAGE EASEMENTS IN CEDAR LANE SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION. NO STRUCTURES, STORAGE OF MATERIAL, GRADING, FILL OR OTHER OBSTRUCTIONS, INCLUDING FENCES, EITHER TEMPORARY OR PERMANENT, SHALL BE PLACED WITHIN THE DRAINAGE RELATED COMMON AREAS AND/OR DRAINAGE EASEMENTS SHOWN. CERTAIN AMENITIES SUCH AS, BUT NOT LIMITED TO, WALKS, BENCHES, PIERS, AND DOCKS SHALL BE PERMITTED IF INSTALLED IN A MANNER TO MEET THE REQUIREMENTS SPECIFIED ABOVE.
3. SIDEWALKS ON EACH LOT ALONG LOCAL AND COLLECTOR STREETS ARE REQUIRED AND MUST BE INSTALLED PRIOR TO THE ISSUANCE OF ANY OCCUPANCY PERMITS.
4. ALL EXISTING BUILDINGS TO BE REMOVED.
5. THE CROSS HATCHED LOTS WILL BE AVAILABLE FOR CONSTRUCTION ONCE THE ACTIVE OIL WELLS HAVE STOPPED PRODUCING, THE WELLS HAVE BEEN PLUGGED AND THE RADIUS HAS BEEN REDUCED TO 45 FEET PER CITY OF NORMAN SPECIFICATIONS. UNTIL SUCH TIME, LOTS CAN BE USED AS ACCESS TO THE WELL SITE.
6. THE CURRENT OIL WELL OPERATOR WILL BE RESPONSIBLE FOR ADEQUATELY FENCING THE WELL SITE, CONSTRUCTION OF ANY LEASE ROADS AND APPROACHES, PIPELINE RELOCATIONS, OR ELECTRIC LINE RELOCATIONS. THE DEVELOPER WILL BE FINANCIALLY RESPONSIBLE FOR THE CONSTRUCTION OF ANY LEASE ROADS, APPROACHES, FENCING, PIPELINE RELOCATIONS, OR ELECTRIC LINE RELOCATIONS.
7. INSTALL CASING PIPE FOR ALL OIL PIPELINE ROAD CROSSINGS.

LEGEND

EXISTING

SURVEY LEGEND

-WATER VALVE	-POWER POLE
-WATER METER	-UTILITY POLE
-FIRE HYDRANT	-ELEC TRANS
-TELE MARKER	-ELEC PEDESTAL
-TELE MANHOLE	-LIGHT POLE
-TELE PED	-GUY WIRE
-TV PED	-PULL BOX
-GAS VALVE	-OE- OVERHEAD POWER
-GAS METER	-POWER MANHOLE
-PIPELINE MRKR	-GUARD POST
-MONITOR WELL	-FLAG POLE
-PIPELINE VENT	-SIGNAL LIGHT
-STORM SEW. MH.	-CONTROL BOX
-SAN. SEW. MH.	-SIGN
-CLEAN OUT	-BUSH
-MAIL BOX	-TREE

- SS – SANITARY SEWER LINE
- W – WATER LINE
- X – FENCE
- OE – OVERHEAD ELECTRIC
- STS – STORM SEWER LINE
- F/O – FIBER OPTIC LINE
- G – GAS LINE
- C – COMMUNICATION LINE

PROPOSED

PROPOSED GAS LINE	PROPOSED OVERHEAD ELECTRIC
PROPOSED UNDERGROUND ELECTRIC	PROPOSED STORM SEWER
PROPOSED UNDERGROUND TELEPHONE	PROPOSED UNDERGROUND CABLE
PROPOSED PUBLIC WATERLINE	PROPOSED DOMESTIC WATERLINE
PROPOSED SANITARY SEWER	PROPOSED TRANSFORMER
PROPOSED FORCE MAIN	PROPOSED CABLE TV PEDESTAL
PROPOSED PRIVATE FIRELINE	PROPOSED GAS METER
PROPOSED PVC CONDUIT	PROPOSED TELEPHONE PEDESTAL
PROPOSED LIGHT POLE	PROPOSED SAN. SEWER CLEAN OUT

NOTE: NOT ALL SYMBOLS MAY BE SHOWN ON THIS PLAN.

STORM DRAINAGE DETENTION FACILITY EASEMENT

Drainage detention facility easements are hereby established as shown to provide for detention of storm surface water and constructed as approved by the city engineer. All maintenance within the drainage detention facility easement shall be the right, duty and responsibility of the property owner(s) in the plat of CEDAR LANE; however, if maintenance is neglected or subject to other unusual circumstances and is determined to be a hazard or threat to public safety by the city engineer, corrective maintenance may be performed by the governing jurisdiction with costs assessed to and born upon said property owner(s). Officials representing the engineering division, public works department, shall have the right to enter upon the easement for purposes of periodic inspection and/or corrective maintenance of the facility. Upon receiving written approval from the engineering division, public works department, property owner(s) may construct improvements within the easement, provided the improvement does not interfere with the function of the detention facility.

OWNER/DEVELOPER:
CEDAR LANE, LLC
P.O. BOX 5156
NORMAN, OK 73070

ENGINEER:
ARC ENGINEERING CONSULTANTS, LLC
STEVE ROLLINS, P.E.
135 DEER CREEK ROAD
EDMOND, OK 73012

SURVEYOR:
OKLAHOMA SURVEY COMPANY
RYAN DOUDICAN, R.P.L.S.
3121 E. SORGHUM MILL ROAD
EDMOND, OK 73034

Arc Engineering Consultants, LLC
LAND PLANNING
CIVIL ENGINEERING
135 DEER CREEK ROAD
EDMOND, OK 73012
PHONE (405) 359-1887
WWW.ARCENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NO. 6366 EXP. 6/30/26
ARC ENGINEERING CONSULTANTS

CEDAR LANE
12th AVE. SE & CEDAR LANE RD.
NORMAN, CLEVELAND CO., OKLAHOMA
PRELIMINARY PLAT

REVISIONS			
NO.	DESCRIPTION	DATE	
1.	REVISED PER CITY COMM	2/9/26	
2.	LOT NO'S & BLK NO'S	3/03/26	
DRAWN BY: SDR	CHECKED BY: SDR	APPROVED BY: SDR	

PROJECT NUMBER: 26-004
DATE: 05-06-26
SCALE: (HORIZ.) 1"=100' (VERT.) N/A
SHEET NUMBER

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 09/10/2026

REQUESTER: Cedar Lane, LLC

PRESENTER: Ken Danner, Subdivision Development Manager

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2627-3: A PRELIMINARY PLAT FOR CEDAR LANE ADDITION

LOCATION: Located at the southeast corner of the intersection of 12th Avenue S.E. and Cedar Lane Road.

INFORMATION:

1. Owners. Cedar Lane L.L.C.
2. Developer. Cedar Lane L.L.C.
3. Engineer. ARC Engineering Consultants, L.L.C.

HISTORY:

1. October 21, 1961. City Council adopted Ordinance No. 1315 annexing a portion of this property into the Norman corporate city limits without zoning.
2. October 21, 1961. City Council adopted Ordinance No. 1318 annexing the remainder of this property into the Norman corporate city limits without zoning.
3. January 23, 1962. City Council adopted Ordinance No. 1339 placing this property into the A-2, Rural Agricultural District.
4. November 3, 2005. The Norman Board of Parks Commissioners reviewed the preliminary plat for Cedar Lane Addition and, on a vote of 6-0, recommended park land.
5. February 9, 2006. Planning Commission, on a vote of 8-0, recommended to City Council the amending of the Norman 2025 Land Use and Transportation Plan from Future Urban Service Area Designation to Current Urban Service Area Designation

HISTORY (CON'T):

and from Very Low Density Residential to Low Density Residential and Commercial Designations.

6. February 9, 2006. Planning Commission, on a vote of 8-0, recommended to City Council that this property be placed in R-1, Single-Family Dwelling District, C-1, Local Commercial District, PL, Park Land and PUD, Planned Unit Development and removed from A-2 Rural Agricultural District.

7. February 9, 2006. Planning Commission, on a vote of 8-0, recommended to City Council that the preliminary plat for Cedar Lane Addition be approved.

8. April 25, 2006. City Council amended the Norman 2025 Land Use and Transportation Plan from Future Urban Service Area to Current Urban Service Area Designation and from Very Low Density Residential to Low Density Residential and Commercial Designations.

9. April 25, 2006. City Council adopted Ordinance No. O-0506-16 placing this property in R-1, Single-Family Dwelling District, C-1, Local Commercial District, PL Park, Land and PUD, Planned Unit Development and removed from A-2, Rural Agricultural District.

10. April 25, 2006. City Council approved the preliminary plat for Cedar Lane Addition.

11. December 14, 2006. Planning Commission, on a vote of 6-0, recommended to City Council that the revised preliminary plat for Cedar Lane Addition be approved.

12. February 13, 2007. City Council approved the revised preliminary plat for Cedar Lane Addition.

13. October 8, 2015. Planning Commission, on a vote of 6-0, recommended to City Council that the preliminary plat for Cedar Lane Addition be approved.

14. December 22, 2015. City Council approved the preliminary plat for Cedar Lane Addition.

15. August 6, 2026. The Norman Board of Parks Commissioners is scheduled to consider the preliminary plat for Cedar Lane Addition. Results of that review will be presented separately.

16. August 13, 2026. The applicant has made a request to place a portion of this property in R-1, Single-Family Dwelling District and remove it from PUD, Planned Unit Development. In addition, the applicant has requested to place a portion of this property in the R-1, Single -Family from A-2, Rural Agricultural District to R-1, Single-Family Dwelling District.

HISTORY (CON'T):

17. August 13, 2026. The applicant requested Planning Commission postpone placing a portion of this property in R-1, Single-Family Dwelling District and removing it from PUD, Planned Unit Development and placing a portion of this property from A-2, Rural Agricultural District to R-1, Single-Family Dwelling District. In addition, the preliminary plat for Cedar Lane Addition was postponed to the next Planning Commission meeting.

18. September 3, 2026. The Norman Board of Parks Commissioners is scheduled to consider park land requirements for the areas that are going to be rezoned as R-1, Single-Family Dwelling District. Results of that decision will be presented separately.

19. September 10, 2026. The applicant has made a request to place a portion of this property in R-1, Single-Family Dwelling District and remove it from PUD, Planned Unit Development. In addition, the applicant has requested to place a portion of this property in the R-1, Single -Family from A-2, Rural Agricultural District to R-1, Single-Family Dwelling District.

IMPROVEMENT PROGRAM:

1. Fire Hydrants. Fire hydrants will be installed in accordance with approved plans. Their locations will be reviewed by the Fire Department.

2. Permanent Markers. Permanent markers will be installed prior to filing of final plats.

3. Sanitary Sewers. Sanitary sewer mains will be installed in accordance with approved plans and City and State Department of Environmental Quality standards. This area will be served by an existing lift station. Utilities Department supports the sanitary sewer solution subject to the developer and City Council approving a Lift Station Agreement and Fee to be included on future utility bills for this development.

4. Sidewalks. Sidewalks will be installed on each lot prior to occupancy. Sidewalks will be installed adjacent to all common areas prior to the filing of the final plat being filed of record. Sidewalks will be installed adjacent to Post Oak Road.

5. Storm Sewers. Drainage structures will be installed in accordance with approved plans and City drainage standards. Storm water runoff will be conveyed to privately maintained detention facilities.

6. Streets. Streets will be constructed in accordance with approved plans and City paving standards. Post Oak Road is classified as a collector street and will be constructed as an urban collector.

7 Water Main. Water mains will be installed in accordance with approved plans and City and Department of Environmental Quality standards.

PUBLIC DEDICATIONS:

1. Easements. All required easements will be dedicated to the City on the final plat.

2. Rights-of-Way. Street rights-of-way will be dedicated to the City on the final plat.

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

STAFF COMMENTS AND RECOMMENDATION: Cedar Lane Addition is composed of 122.18 acres. There is one (1) 4.55 acre commercial lot located at the southeast corner of Cedar Lane Road and 12th Avenue S.E. There is currently an active oil well on the commercial property. The remainder of the preliminary plat consists of 412 single-family residential lots on 116.68 acres that will be served by public sanitary sewer. There are several open space areas within the property. There are several plugged and active oil wells within the development. Site plans have been submitted reflecting these oil wells and accessibility. Staff recommends approval of the preliminary plat for Cedar Lane Addition.

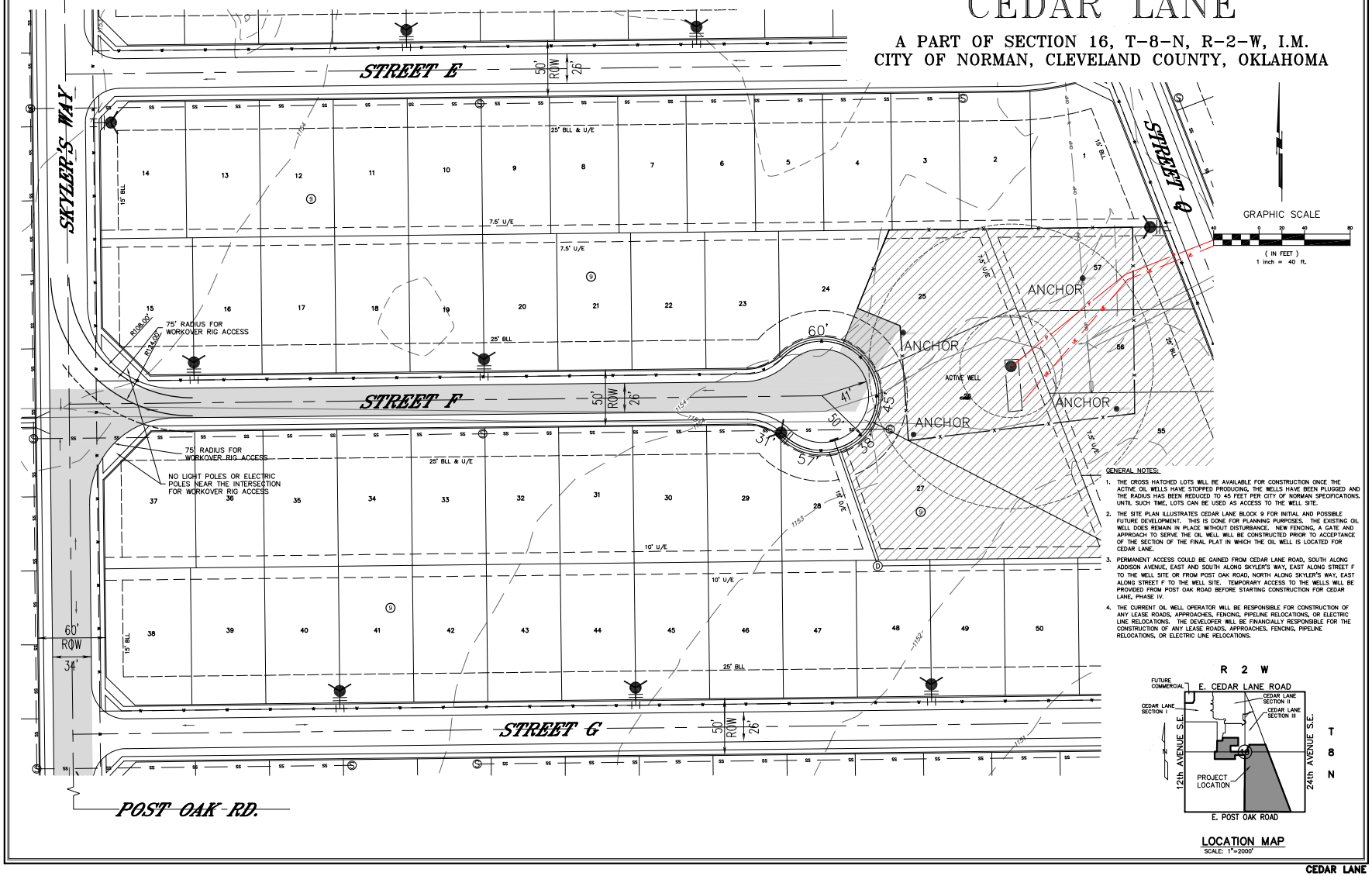
ACTION NEEDED: Recommend approval or disapproval of the preliminary plat for Cedar Lane Addition to the City Council.

ACTION TAKEN: _____

WELL SITE PLAN

CEDAR LANE

A PART OF SECTION 16, T-8-N, R-2-W, I.M.
CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA



GENERAL NOTES:

1. THE CROSS HATCHED LOTS WILL BE AVAILABLE FOR CONSTRUCTION ONCE THE ACTIVE OIL WELLS HAVE STOPPED PRODUCING. THE WELLS HAVE BEEN PLUGGED AND THE RADIUS HAS BEEN REDUCED TO 45 FEET PER CITY OF NORMAN SPECIFICATIONS. UNTIL SUCH TIME, LOTS CAN BE USED AS ACCESS TO THE WELL SITE.
2. THE SITE PLAN ILLUSTRATES CEDAR LANE BLOCK 9 FOR INITIAL AND POSSIBLE FUTURE DEVELOPMENT. THIS IS DONE FOR PLANNING PURPOSES. THE EXISTING OIL WELL DOES REMAIN IN PLACE WITHOUT DISTURBANCE. NEW FENCING, A GATE AND APPROACH TO SERVE THE OIL WELL WILL BE CONSTRUCTED PRIOR TO ACCEPTANCE OF THE SECTION OF THE FINAL PLAT IN WHICH THE OIL WELL IS LOCATED FOR CEDAR LANE.
3. PERMANENT ACCESS COULD BE GAINED FROM CEDAR LANE ROAD, SOUTH ALONG ADDISON AVENUE, EAST AND SOUTH ALONG SKYLER'S WAY, EAST ALONG STREET F TO THE WELL SITE OR FROM POST OAK ROAD, NORTH ALONG SKYLER'S WAY, EAST ALONG STREET F TO THE WELL SITE. TEMPORARY ACCESS TO THE WELLS WILL BE PROVIDED FROM POST OAK ROAD BEFORE STARTING CONSTRUCTION FOR CEDAR LANE, PHASE IV.
4. THE CURRENT OIL WELL OPERATOR WILL BE RESPONSIBLE FOR CONSTRUCTION OF ANY LEASE ROADS, APPROACHES, FENCING, PIPELINE RELOCATIONS, OR ELECTRIC LINE RELOCATIONS. THE DEVELOPER WILL BE FINANCIALLY RESPONSIBLE FOR THE CONSTRUCTION OF ANY LEASE ROADS, APPROACHES, FENCING, PIPELINE RELOCATIONS, OR ELECTRIC LINE RELOCATIONS.

LOCATION MAP
SCALE: 1"=2000'

CEDAR LANE

Arc Engineering Consultants, LLC
CIVIL ENGINEERING
LAND PLANNING
PHONE (405) 509-0312
CERTIFICATE OF AUTHORIZATION NO. 6280 EXP. 6/30/26

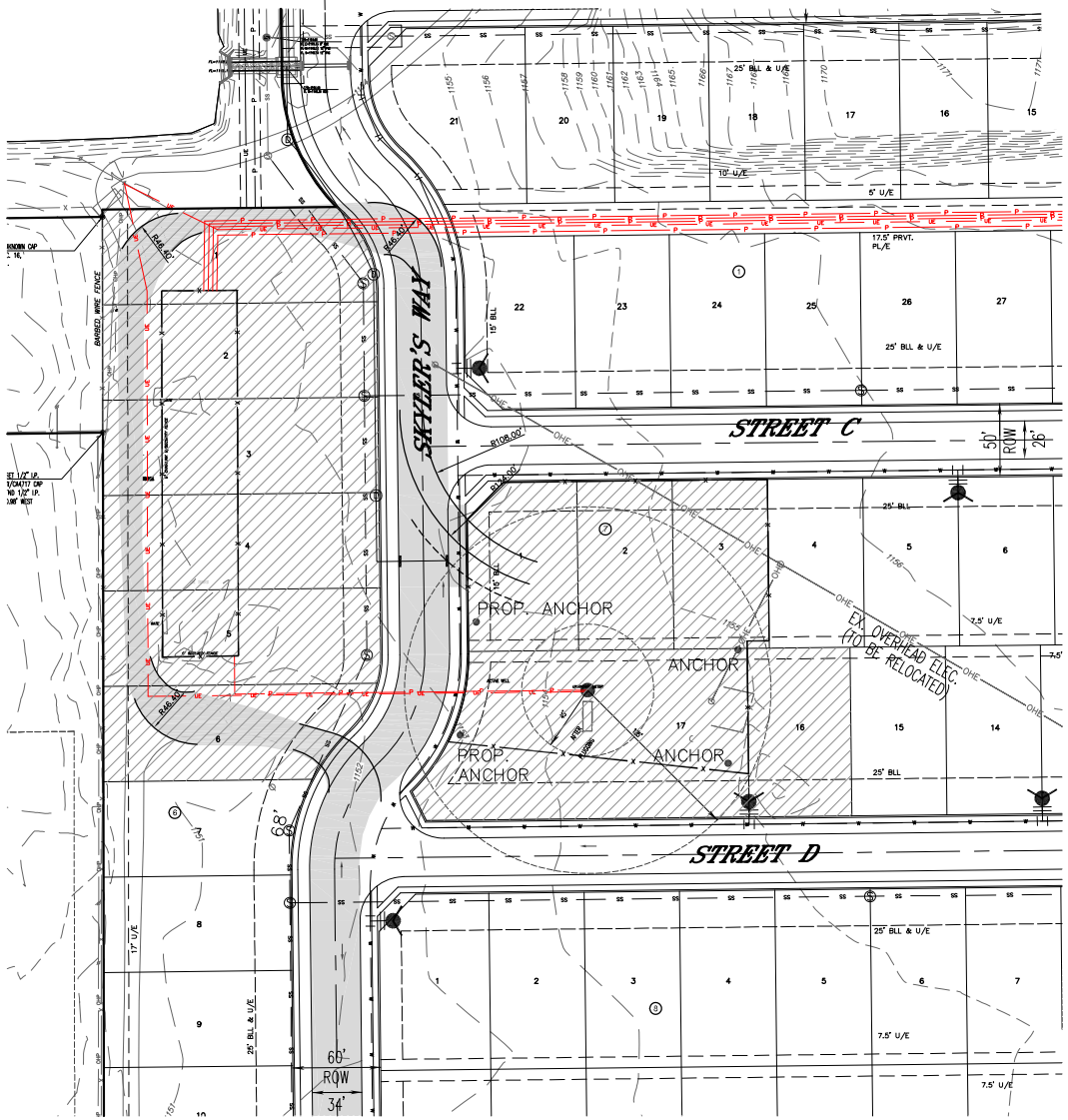
CEDAR LANE
12th AVE. SE & CEDAR LANE RD.
NORMAN, CLEVELAND CO. OKLAHOMA
WELL SITE PLAN
BLOCK 9

REVISIONS		
NO.	DESCRIPTION	DATE
1.	BLOCK NUMBER	9/04/26

DRAWN BY: SDR
CHECKED BY: SDR
APPROVED BY: SDR

PROJECT NUMBER: 26-004
DATE: 05-01-26
SCALE: (HORIZ.) 1"=40' (VERT.) N/A

SHEET NUMBER
1 of 1



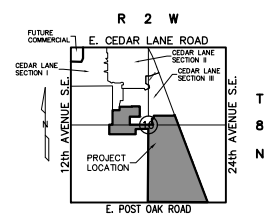
WELL SITE PLAN

CEDAR LANE

A PART OF SECTION 16, T-8-N, R-2-W, I.M.
CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.



LOCATION MAP
SCALE: 1"=2000'

GENERAL NOTES:

1. THE CROSS HATCHED LOTS WILL BE AVAILABLE FOR CONSTRUCTION ONCE THE ACTIVE OIL WELLS HAVE STOPPED PRODUCING, THE WELLS HAVE BEEN PLUGGED AND THE RADIUS HAS BEEN REDUCED TO 45 FEET PER CITY OF NORMAN SPECIFICATIONS. UNTIL SUCH TIME, LOTS CAN BE USED AS ACCESS TO THE WELL SITE.
2. THE SITE PLAN ILLUSTRATES CEDAR LANE BLOCK 6 & BLOCK 7 FOR INITIAL AND POSSIBLE FUTURE DEVELOPMENT. THIS IS DONE FOR PLANNING PURPOSES. THE EXISTING OIL WELL AND TANK BATTERY DOES REMAIN IN PLACE WITHOUT DISTURBANCE. NEW FENCING, A GATE AND APPROACH TO SERVE THE OIL WELL AND TANK BATTERY WILL BE CONSTRUCTED PRIOR TO ACCEPTANCE OF THE SECTION OF THE FINAL PLAT IN WHICH THE OIL WELL IS LOCATED FOR CEDAR LANE.
3. PERMANENT ACCESS COULD BE GAINED FROM CEDAR LANE ROAD, SOUTH ALONG ADDISON AVENUE, EAST AND SOUTH ALONG SKYLER'S WAY TO THE WELL SITE AND TANK BATTERY OR FROM POST OAK ROAD, NORTH ALONG SKYLER'S WAY TO THE WELL SITE AND TANK BATTERY. TEMPORARY ACCESS TO THE WELLS WILL BE PROVIDED FROM POST OAK ROAD BEFORE STARTING CONSTRUCTION FOR CEDAR LANE, PHASE IV.
4. THE CURRENT OIL WELL OPERATOR WILL BE RESPONSIBLE FOR CONSTRUCTION OF ANY LEASE ROADS, APPROACHES, FENCING, PIPELINE RELOCATIONS, ELECTRIC LINE RELOCATIONS OR TANK BATTERY RELOCATIONS. THE DEVELOPER WILL BE FINANCIALLY RESPONSIBLE FOR THE CONSTRUCTION OF ANY LEASE ROADS, APPROACHES, FENCING, PIPELINE RELOCATIONS, ELECTRIC LINE RELOCATIONS OR TANK BATTERY RELOCATIONS.

Arc Engineering Consultants, LLC
CIVIL ENGINEERING
135 DEER CREEK ROAD
PHONE (405) 509-0212
LAND PLANNING
EDMOND, OK 73012
SROLLINS@ARCENGR.COM
CERTIFICATE OF AUTHORIZATION NO. 6290 EXP. 6/30/26
ENGINEERING CONSULTANTS

CEDAR LANE
12th AVE. SE & CEDAR LANE RD.
NORMAN, CLEVELAND CO, OKLAHOMA
WELL SITE PLAN
BLOCK 6 & 7

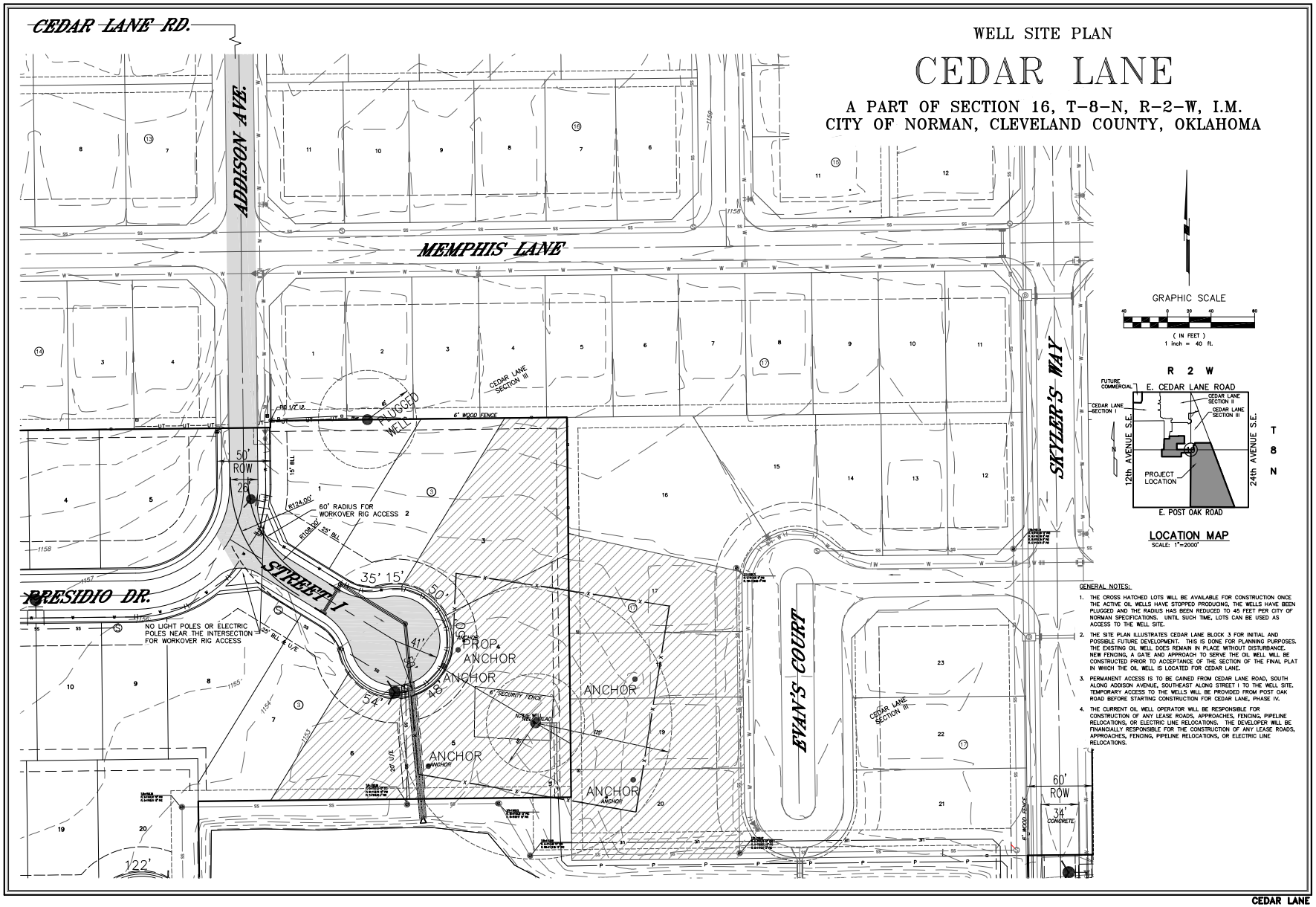
REVISIONS		
NO.	DESCRIPTION	DATE
1.	BLOCK NUMBERS	9/04/26

DRAWN BY: SDR
CHECKED BY: SDR
APPROVED BY: SDR

PROJECT NUMBER: 26-004
DATE: 05-01-26
SCALE: (HORIZ.) 1"=40' (VERT.) N/A

SHEET NUMBER
1 of 1

CEDAR LANE



CEDAR LANE

Arc Engineering Consultants, LLC
CIVIL ENGINEERING
LAND PLANNING
PHONE (405) 509-0012
CERTIFICATE OF AUTHORIZATION NO. 6280 EXP. 6/30/26

CEDAR LANE
12th AVE. SE & CEDAR LANE RD.
NORMAN, CLEVELAND CO. OKLAHOMA
WELL SITE PLAN
BLOCK 3

REVISIONS		
NO.	DESCRIPTION	DATE
1.	BLOCK NUMBER	9/04/26

DRAWN BY: SDR
CHECKED BY: SDR
APPROVED BY: SDR

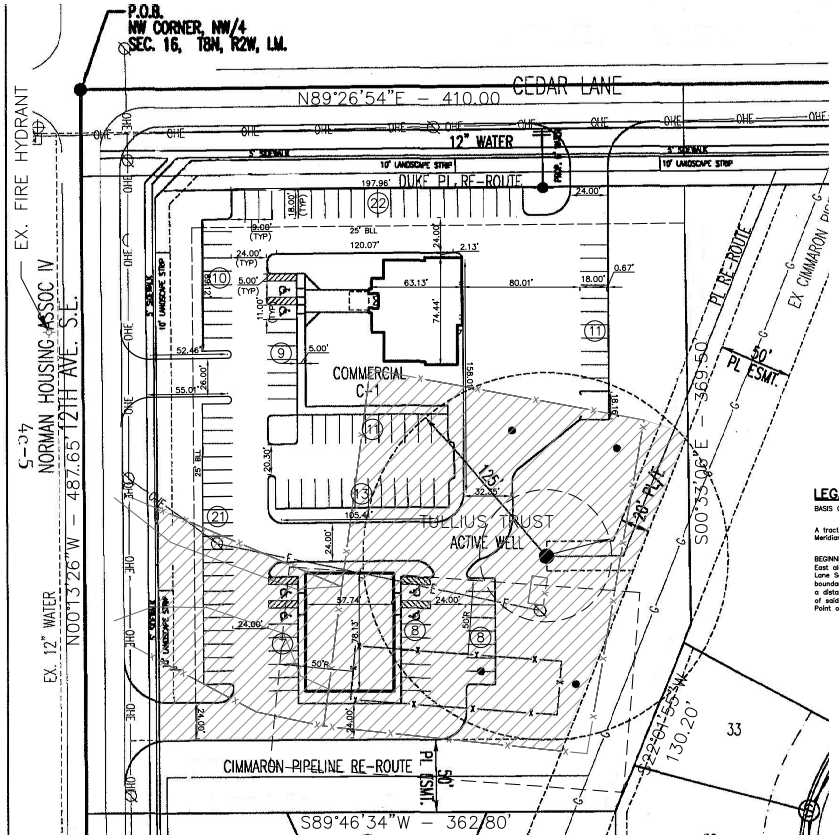
PROJECT NUMBER: 26-004
DATE: 05-01-26
SCALE: (HORIZ.) 1"=40' (VERT.) N/A

SHEET NUMBER
1 of 1

PRELIMINARY SITE DEVELOPMENT PLAN OF

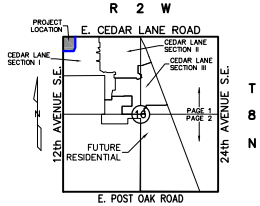
CEDAR LANE COMMERCIAL

A PART OF SECTION 16, T-8-N, R-2-W, I.M.
CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA



GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.



LOCATION MAP
SCALE: 1"=2000'

LEGAL DESCRIPTION

BASIS OF BEARINGS: North 89°26'54" East, being the North Line of said Section 16:

A tract of land lying in Section Sixteen (16), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

BEGINNING at the Northwest Corner of the Northwest Quarter (NW/4) of said Section 16; Thence North 89°26'54" East along the North line of said NW/4 a distance of 410.00 feet to a point on the west boundary of Cedar Lane Section I, an addition to the City of Norman, Cleveland County, Oklahoma; Thence along the Cedar Lane boundary the following three (3) calls: South 00°33'06" East a distance of 369.50; Thence South 22°01'55" West a distance of 130.20 feet; Thence South 89°46'34" West a distance of 362.80 feet to a point on the West line of said NW/4; Thence along the West line of said NW/4 North 00°13'26" West a distance of 487.65 feet to the Point of Beginning. Said tract contains 4.5475 acres more or less.

NOTES:

1. THE CROSS HATCHED AREA WILL BE AVAILABLE FOR CONSTRUCTION ONCE THE ACTIVE OIL WELLS HAVE STOPPED PRODUCING, THE WELLS HAVE BEEN PLUGGED AND THE RADIUS HAS BEEN REDUCED TO 45 FEET PER CITY OF NORMAN SPECIFICATIONS. UNTIL SUCH TIME, THE HATCHED AREA CAN BE USED AS ACCESS TO THE WELL SITE.

OWNER/DEVELOPER:
CEDAR LANE, LLC
P.O. BOX 5156
NORMAN, OK 73070

ENGINEER:
ARC ENGINEERING CONSULTANTS, LLC
STEVE ROLLINS, P.E.
135 DEER CREEK ROAD
EDMOND, OK 73012

CEDAR LANE COMMERCIAL

Arc Engineering Consultants, LLC
CIVIL ENGINEERING
LAND PLANNING
135 DEER CREEK ROAD
EDMOND, OK 73012
PHONE: (405) 509-0012
SROLLINS@ARCENGR.COM
CERTIFICATE OF AUTHORIZATION NO. 8280 EXP. 6/30/26

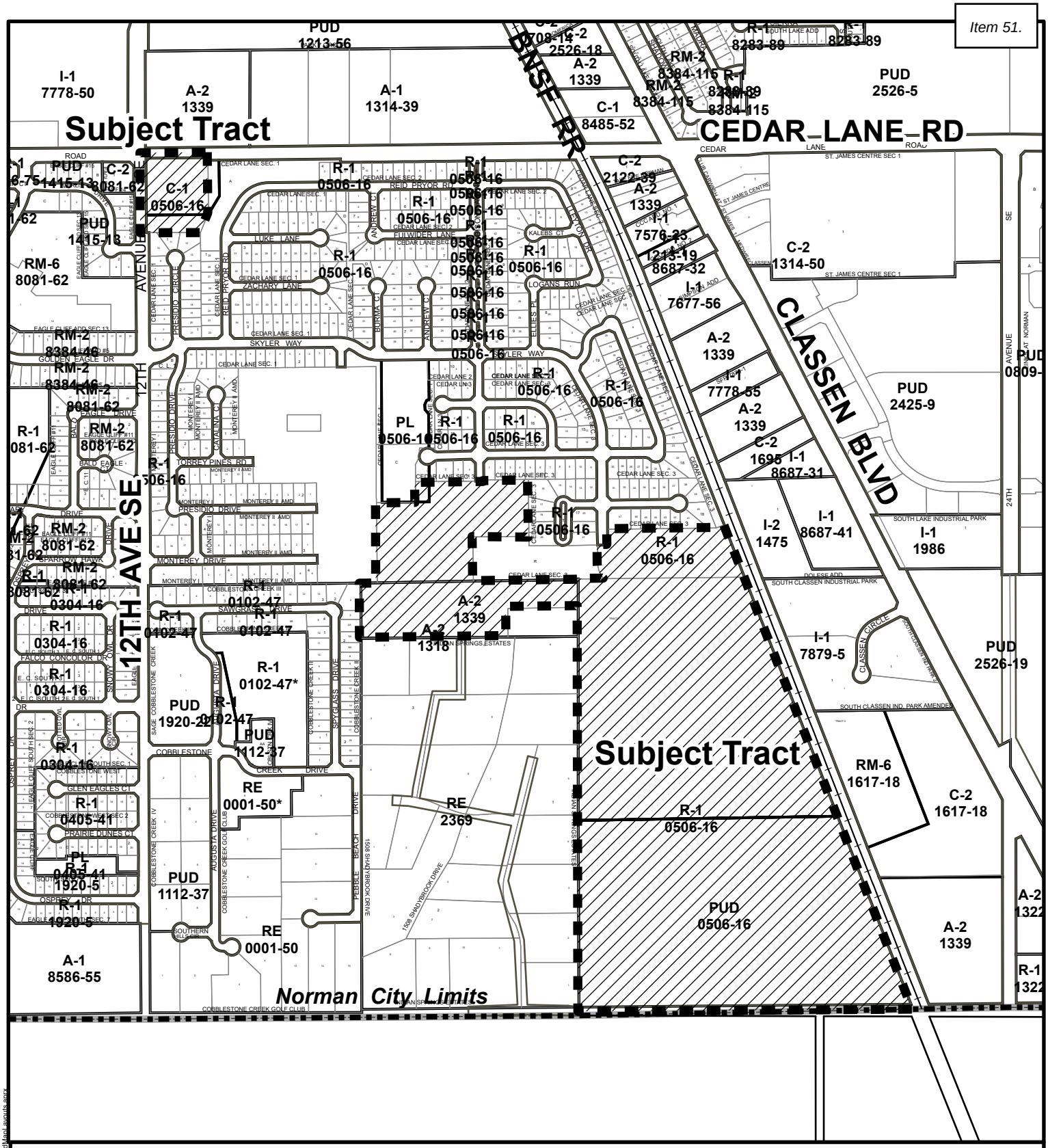
CEDAR LANE COMMERCIAL
12th AVE. SE & CEDAR LANE RD.
NORMAN, CLEVELAND CO. OKLAHOMA
PRELIMINARY SITE PLAN

REVISIONS		
NO.	DESCRIPTION	DATE
1.	REVISIONS PER DRT MEETING	7/15/26

DRAWN BY: SDR
CHECKED BY: SDR
APPROVED BY: SDR

PROJECT NUMBER: 26-004
DATE: 05-01-26
SCALE: (HORIZ.) 1"=40' (VERT.) N/A

SHEET NUMBER
1 of 1



Location Map

Map Produced by the City of Norman Geographic Information System. The City of Norman assumes no responsibility for errors or omissions in the information presented.

N
W E
S

May 5, 2026

0 400 800 Ft.

Subject Tract

\\CON-ISILON\city\departments\GIS_PRO_LayoutTemplates\StandardMapLayouts.aprx

File Attachments for Item:

52. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2627-14 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ADDING SECTION 32-208 TO ALLOW BICYCLISTS TO SAFELY PROCEED THROUGH A STOP SIGN OR RED SIGNAL LIGHT; AND PROVIDING FOR THE SEVERABILITY THEREOF.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/22/2026

REQUESTER: BICYCLE ADVISORY COMMITTEE

PRESENTER: DAVID RIESLAND, TRANSPORTATION ENGINEER

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2627-14 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ADDING SECTION 32-208 TO ALLOW BICYCLISTS TO SAFELY PROCEED THROUGH A STOP SIGN OR RED SIGNAL LIGHT; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

The Norman Bicycle Advisory Committee assists in implementation of recommendations to encourage and support biking, both recreational and transportation. The Committee also consults with and forwards recommendations to the Community Planning and Transportation Committee. On August 10, 2026, the Norman Bicycle Advisory Committee unanimously recommended adoption of the ordinance commonly referred to as the “Idaho Rule” and was presented to City Council Community Planning and Transportation Committee on August 27,2026.

DISCUSSION:

The Idaho Rule” was adopted by the State of Idaho in 1982 and is currently codified in Oklahoma State Statutes in Title 47 § 11-202.1. The Idaho Rule allows cyclists to safely proceed through a stop sign or red signal light to maintain some momentum and reduce exposure time in intersections, which are the most common locations for bicycle-vehicle collisions.

Under the proposed ordinance, a bicyclist would be required to slow when approaching a stop sign and, when necessary to avoid an “immediate hazard,” stop before entering the intersection. If the bicyclist determines there is no immediate hazard, the bicyclist may cautiously enter the intersection and yield the right-of-way to pedestrians and other traffic lawfully using the intersection. An “immediate hazard” is defined as a vehicle approaching a person operating a bicycle at a proximity and rate of speed sufficient to indicate to a reasonably careful person that there is a danger of collision or accident.

The proposed ordinance does not give bicyclists an unrestricted right to proceed through intersections. The bicyclist remains responsible for slowing, stopping when necessary to avoid an immediate hazard, yielding the right-of-way, and proceeding cautiously. The ordinance's

definition of “immediate hazard” focuses on whether approaching traffic presents a danger of collision or accident to a reasonably careful person.

The proposed ordinance mirrors the provisions of Oklahoma state law governing the operation of bicycles at stop signs and steady red traffic-control signals. The ordinance adopts the same requirements and standards contained in state law, including the provisions addressing an “immediate hazard,” yielding the right-of-way, and the circumstances under which a bicyclist may proceed through an intersection without stopping.

RECOMMENDATION:

Staff recommends adoption of O-2627-14 to conform with the provisions of Oklahoma state law governing bicyclist’s’ movement through intersections and provides a clear reference for bicyclists at stop signs and steady red traffic signals.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ADDING SECTION 32-208 TO ALLOW BICYCLISTS TO SAFELY PROCEED THROUGH A STOP SIGN OR RED SIGNAL LIGHT; AND PROVIDING FOR THE SEVERABILITY THEREOF.

§ 1. WHEREAS, on August 10, 2026, the members of the Norman Bicycle Advisory Committee voted unanimously to recommend adoption of an ordinance commonly referred to as the "Idaho Rule", which was adopted by the State of Idaho in 1982; and

§ 2. WHEREAS, the commonly referred to "Idaho Rule" allows cyclists to safely proceed through a stop sign or red signal light to maintain some momentum and reduce exposure time in intersections, which are the most common locations for bicycle-vehicle collisions; and

§ 3. WHEREAS, cyclists often naturally slow and yield rather than come to a full stop when intersections are clear and allowing cyclists to clear intersections more quickly thereby reducing opportunities for collisions; and

§ 4. WHEREAS, policies making cycling more convenient and efficient may encourage greater use of bicycles, reducing traffic congestion and environmental benefits; and

§ 5. WHEREAS, the "Idaho Rule" is currently codified in Oklahoma State Statutes in Title 47 § 11-202.1, and adoption of this Ordinance would ensure the City's municipal code remains consistent with State law.

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

§ 6. THAT, Section 32-208 of the Code of the City of Norman, Oklahoma shall be added to read as follows:

32-208 Operating a Bicycle

A. For the purposes of this section:

1. Bicycle means a vehicle having two or more wheels propelled solely by human power, upon which any person or persons may ride as defined in Sec. 32-101.

2. "Immediate hazard" means a vehicle approaching a person operating a bicycle at a proximity and rate of speed sufficient to indicate to a reasonably careful person that there is a danger of collision or accident.

B. 1. A person operating a bicycle approaching a stop sign shall:

a. slow down,

b. if required to avoid an immediate hazard, stop at the stop sign before entering the intersection, and

c. cautiously enter the intersection and yield the right-of-way to pedestrians lawfully within an adjacent crosswalk and to other traffic lawfully using the intersection.

2. If a person operating a bicycle determines there is no immediate hazard, he or she may cautiously make a right or left turn, or proceed through the intersection without stopping at the stop sign.

C. 1. A person operating a bicycle approaching a steady red traffic-control signal shall:

a. make a complete stop at the steady red traffic-control signal before entering the intersection, and

b. yield the right-of-way to all oncoming traffic that constitutes an immediate hazard during the time that he or she is moving across or within the intersection.

2. If a person operating a bicycle determines there is no immediate hazard, he or she may proceed through the steady red traffic-control signal with caution.

3. A person operating a bicycle may make a:

a. right-hand turn at a steady red traffic-control signal without stopping after slowing to a reasonable speed and yielding the right-of-way, if required, to oncoming traffic that constitutes an immediate hazard, or

b. left-hand turn onto a one-way street at a steady red traffic-control signal after stopping and yielding to oncoming traffic that constitutes an immediate hazard.

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

ADOPTED this _____ day of _____, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

NOT ADOPTED this _____ day of _____, 2026.

_____
Mayor