



CITY OF NORMAN, OK CITY COUNCIL SPECIAL MEETING

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

Tuesday, June 10, 2025 at 5:00 PM

AMENDED 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.

CALL TO ORDER

AGENDA ITEMS

1. PRESENTATION OF THE WESTWOOD MASTER PLAN.
2. CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION TO DISCUSS PENDING LITIGATION IN THE CASE OF KEVIN HAHN V. CITY OF NORMAN, CLEVELAND COUNTY DISTRICT COURT CASE CJ-2021-210 TB, AS AUTHORIZED BY OKLAHOMA STATUTES, UNDER TITLE 25 § 307(B)(4) AND THE EMPLOYMENT OF THE INTERNAL AUDITOR AS AUTHORIZED BY OKLAHOMA STATUTES, UNDER TITLE 25 § 307(B)(1).
3. CONSIDERATION OF THE REMOVAL, SUSPENSION, OR RESIGNATION OF THE CITY OF NORMAN INTERNAL AUDITOR.

ADJOURNMENT



Item 1.



Smyers Craig & Coyne
American Society of Golf Course Architects



WESTWOOD PARK MASTER PLAN

City of Norman RFP 2324-44
City Council Meeting | June 10, 2025



2

EVENT

DATE

Item 1.

Project Kickoff

City Staff/ Steering Committee (stake holders)

June 21, 2024

Site Analysis / Space Programming / Concept Design

Detailed Topographic Boundary & Utility Survey of the Larger Project Area / Due Diligence

June 24 – August 9, 2024

Design Review Meeting 1

City Staff / Steering Committee (stake holders)

September 13, 2024

Public Distribution of Conceptual Plan

(City website, social media, local news media)

March 31 – April 14, 2025

Design Review Meeting 2 50% Plan Review

City Staff / Steering Committee (stake holders)

April 18, 2025

Present Master Plan to Park Board Commissioners

June 5, 2025

Present Master Plan to City Council

June 10, 2025

Master Plan Adoption by City Council

June 24, 2025



3



MEETING AGENDA

1. **Review of Public Input Comments**
 2. Master Plan Site
 3. Site / Civil Considerations
 4. Golf Course Renovation Design
 5. Estimate of Probable Cost
 6. Discussion

PUBLIC COMMENTS – GENERAL

Cost / Funding

- How much is this going to cost and be financed?
- Some of these plans are too much money. Why not take advantage of the good have and do remodels plus add to areas we need (ex, paddleball, irrigation, extra indoor courts).
- I am all for a new clubhouse – there is no need for a complete course shutdown and remodel.
- Many improvements could be made at a fraction of the cost.

Support

- Nice Renders.
- Love it, Keep Going!
- DO IT!!!
- Wonderful news, badly needed.
- Looks awesome. Needs to be a council priority. Support this over funding the OU arena any day!

PUBLIC COMMENTS – GENERAL



Traffic Flow

- Need to see a traffic study for this master plan.
- **New entrance on Robinson will need turn lanes at least and probably traffic signal.**
- How will the exit/entry from Robinson occur? Will there be an overpass or stop lights on very busy Robinson?
- Accidents waiting to happen trying to get on Robinson from Qdoba going west.
- **Why can there not be an entrance from the stoplight at Sonic?**

Paving / Parking

- Incorporate some green parking (drain to vegetation at a minimum).
- **Some kind of mitigation for all the impervious surfaces being added.**
- How will the increased impervious area affect the creek & water quality? Please include some green infrastructure like curb cuts, pervious pavement, green roofs, etc. and solar panels!
- Solar panels on the building would be awesome to see.
- Reversed angle parking for golfers and a cart pathway for them to load and unload their clubs.
- Bigger parking spaces for larger vehicles.

PUBLIC COMMENTS – WESTWOOD GOLF

Item 1.

Course

- Extend the driving range as the grass needs to be rotated every couple of days.
- Facility & clubhouse upgrades are nice, but the condition of the course is most important.
- Proposed design will not promote new tournaments because it's still a Par 70. Sell the property and purchase a larger lot of land to make a Par 72 golf course (or same course location & combine all clubhouses).
- Driving range should have charging ports for cell phones.
- Add tee boxes
- The golf course should not be changed. Just add things to make it even better.
- Add a few longer holes.

Irrigation / Water Management

- Irrigate the whole property.
- Why does the creek east of hole 8 & 10 end at someone's house?
- The flow out of the pond should go east before joining with the creek.

PUBLIC COMMENTS – WESTWOOD GOLF

Item 1.

Price / Value

- It's not anywhere near worth the price to play it.
- I'm a city employee and I will not pay to play Westwood. I go to other town's courses instead of Westwood.
- Norman golfers need a great affordable course.

Timing

- I'm a Marshal here so I worry about what we will do during construction.
- I would like the remodel done ASAP. Please get this done.

Support

- Rick and his team do a great job maintaining a great golf course.
- I love Westwood, but it is worn out, every aspect needs to be redone.
- I like all the changes put forth.

PUBLIC COMMENTS – WESTWOOD TENNIS

Tennis Courts

- Highly Stressed: Courts located on Robinson are too loud. Unable to hear scores & calls due to street noise.
- Maybe put building there. / Move indoor courts and pickleball to back up to Robinson St. to give a buffer.
- Need more courts.
- Indoor courts are used mainly for pros – not available for public play.

Pickleball

- Very interested in pickleball.
- Love separation of tennis courts and pickleball courts!
- Flexible hours for pickleball & lessons for adults & kids.
- Indoor facility that is open early / closes late to play before or after work.
- Forget about the pickleball courts (unnecessary). Use that area for extra parking.

Timing

- What time frame will we be without courts?

PUBLIC COMMENTS – WESTWOOD TENNIS

Lighting

- All courts should have working lights.
- Lights come on at dusk/heavy overcast and/or staff knows how to turn on & off.
- The kind of lights that do not get in a player's eyes on the other courts. (Best = Earlywine / Worst = Edmond)

Landscaping

- Too many trees in drawing. Leaves are a constant problem on courts.
- Deciduous trees along tennis courts is beautiful, but a nightmare to maintain.
- Believe the city could be liable for all the falls the players will incur if the leaves are not removed daily in the fall.

Security

- Secure the facility. Customer should only be able to get to the courts through pro shop (ex, Earlywine & Edmond).
- Fees would also be able to be taken. (Currently not happening)
- Fence around the whole facility.
- Doors that work and lock.

PUBLIC COMMENTS – WESTWOOD TENNIS

Usage

- What is the data for Westwood tennis now?
- Indoor court usage and by whom? Lessons, drills, player matches, private lessons vs. public use.
- Outdoor court usage? By whom?
- Number of pickleball players? Number of tennis players?
- Has Westwood tennis been audited? What are the numbers?
- Indoor courts filled with private lessons, so the public has limited use of time. Will adding 3rd indoor court help?

Management & Maintenance

- Better maintenance & better management needed. These are not addressed by a new facility.
- Is there enough money budgeted to manage and maintain this new facility?
- Front desk is often empty, phones not answered & fees not taken.
- Trash cans not emptied therefore blows on court.
- Trash and leaves need to be removed from courts.

PUBLIC COMMENTS – WESTWOOD TENNIS

Management & Maintenance Continued

- Windscreens not repaired or replaced.
- No one answers the phone or desk to take court reservations. Told the phone system does not work.
- No one available to pay for courts, balls, drinks, etc.
- Need working squeegees.
- Remove or repair drink holders on court.
- Nets fixed – dangerous – feet can get caught in ripped edges.
- Open and staffed during busy summer holidays – golf and pool at Westwood are open 4th of July.
- Same standard for everyone regarding who pays and how much for indoor and outdoor courts.
- Same standard for everyone regarding reservations – all staff follow same policy.
- Fence not secured at bottom – dangerous for tripping and balls roll under.

COMMITTEE COMMENTS: April 18, 2025

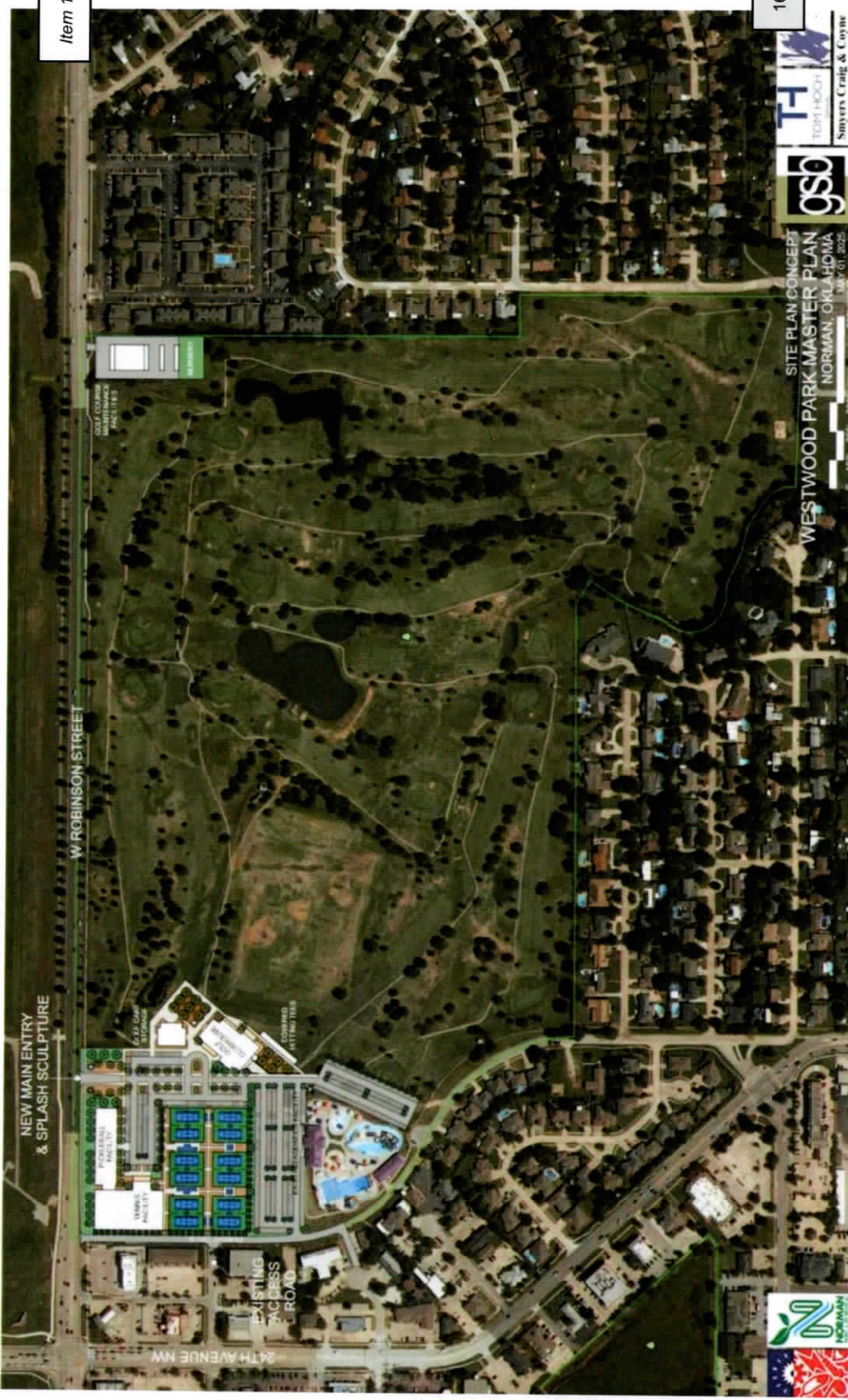
Item 1.

- Agreed to flipping the tennis / pickleball facilities to reduce traffic noise on courts from Robinson St
- Add additional tees to covered hitting tees pavilion and move to south side of clubhouse
- Remove standalone At-the-Turn Grill and consolidate with main dining & kitchen
- Eliminate junior tennis courts
- Add 4th indoor tennis court
- Eliminate trees between courts
- City funding needed for maintenance
- Show "Splash" sculpture placement



MEETING AGENDA

1. Review of Public Input Comments
- 2. Master Plan Site**
3. Site / Civil Considerations
4. Golf Course Renovation Design
5. Estimate of Probable Cost
6. Discussion

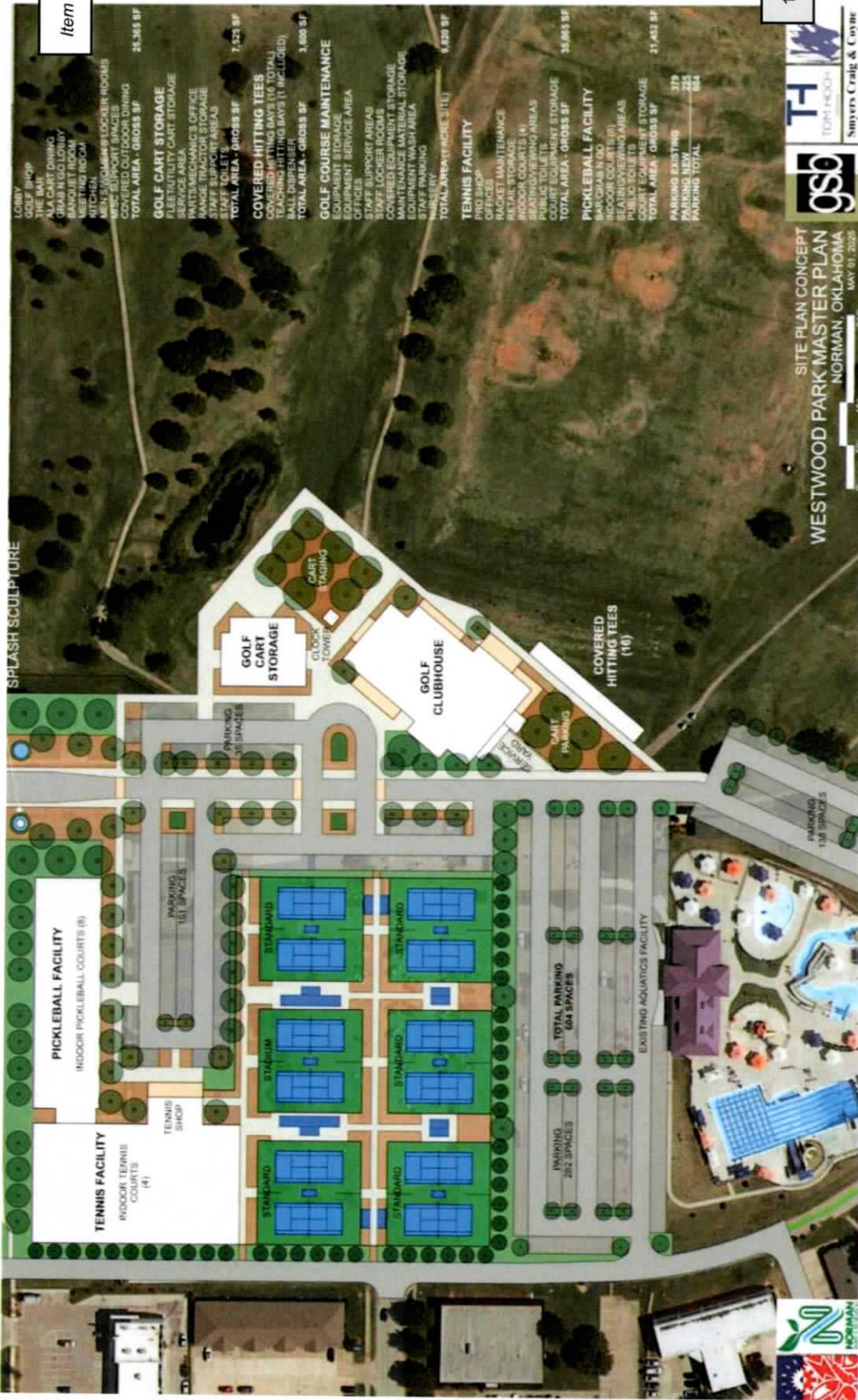


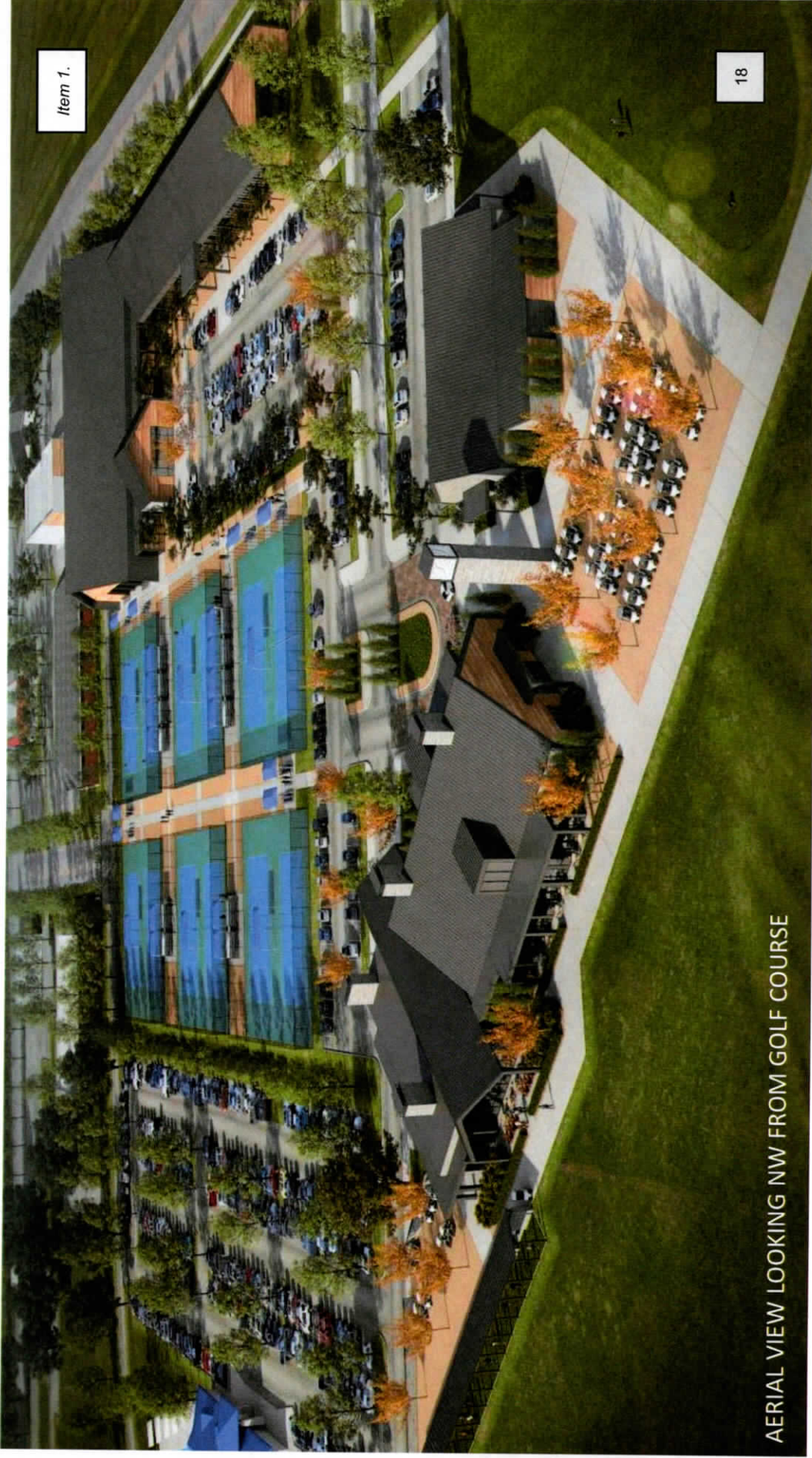
Item 1.



SITE PLAN CONCEPT
WESTWOOD PARK MASTER PLAN
NORMAN, OKLAHOMA
MAY 01, 2025



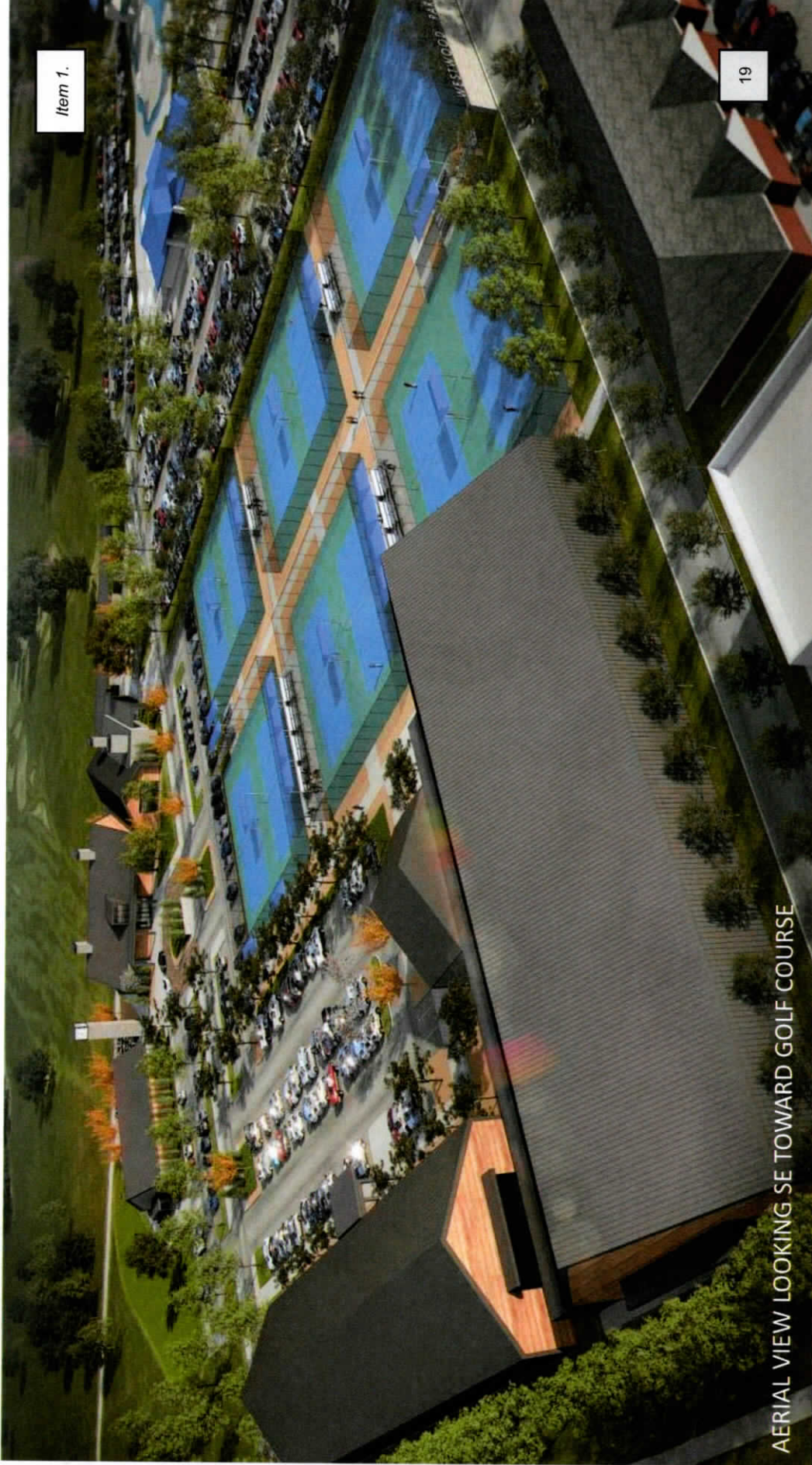




Item 1.

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AERIAL VIEW LOOKING NW FROM GOLF COURSE



Item 1.

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AERIAL VIEW LOOKING SE TOWARD GOLF COURSE

MEETING AGENDA

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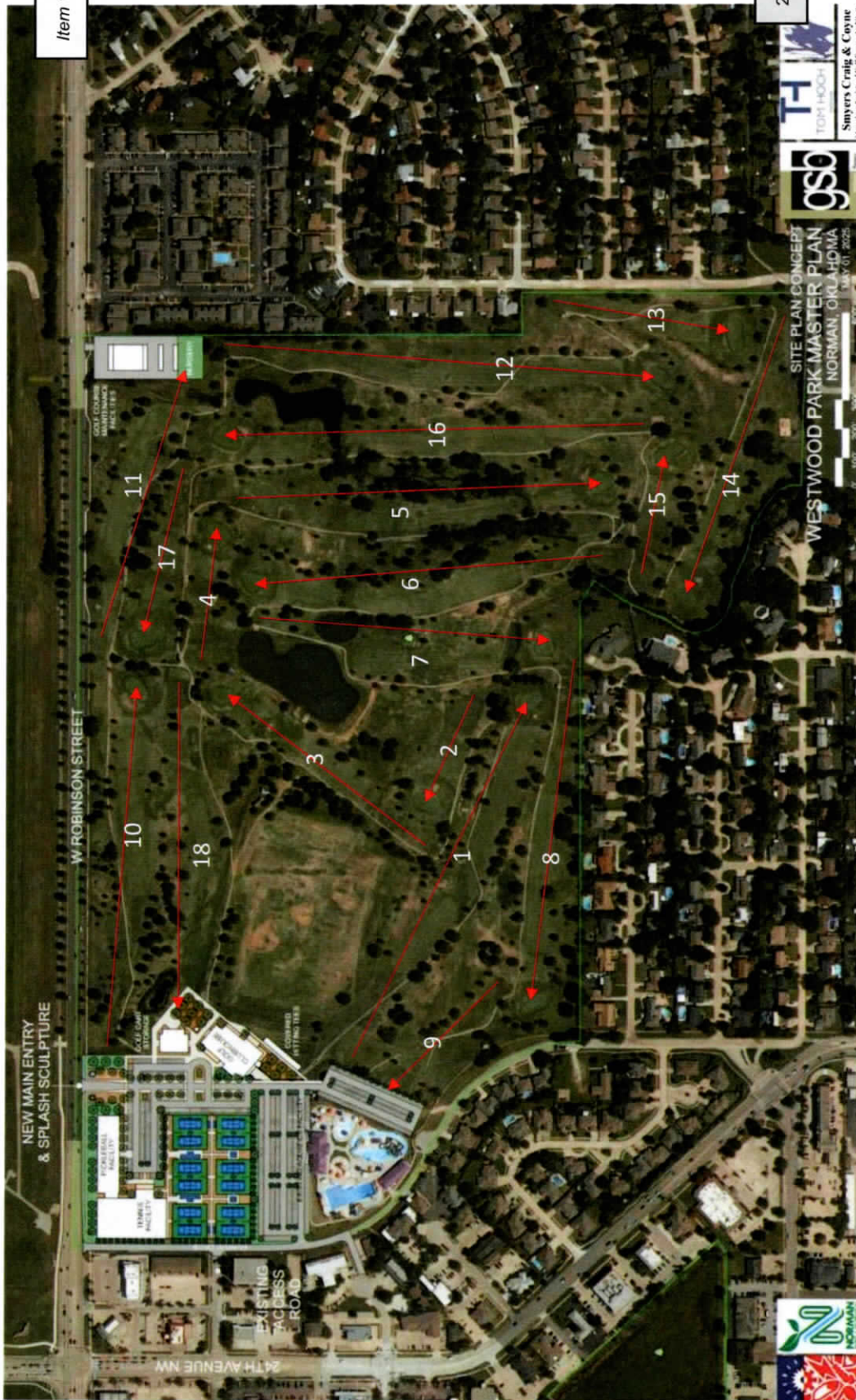


MEETING AGENDA

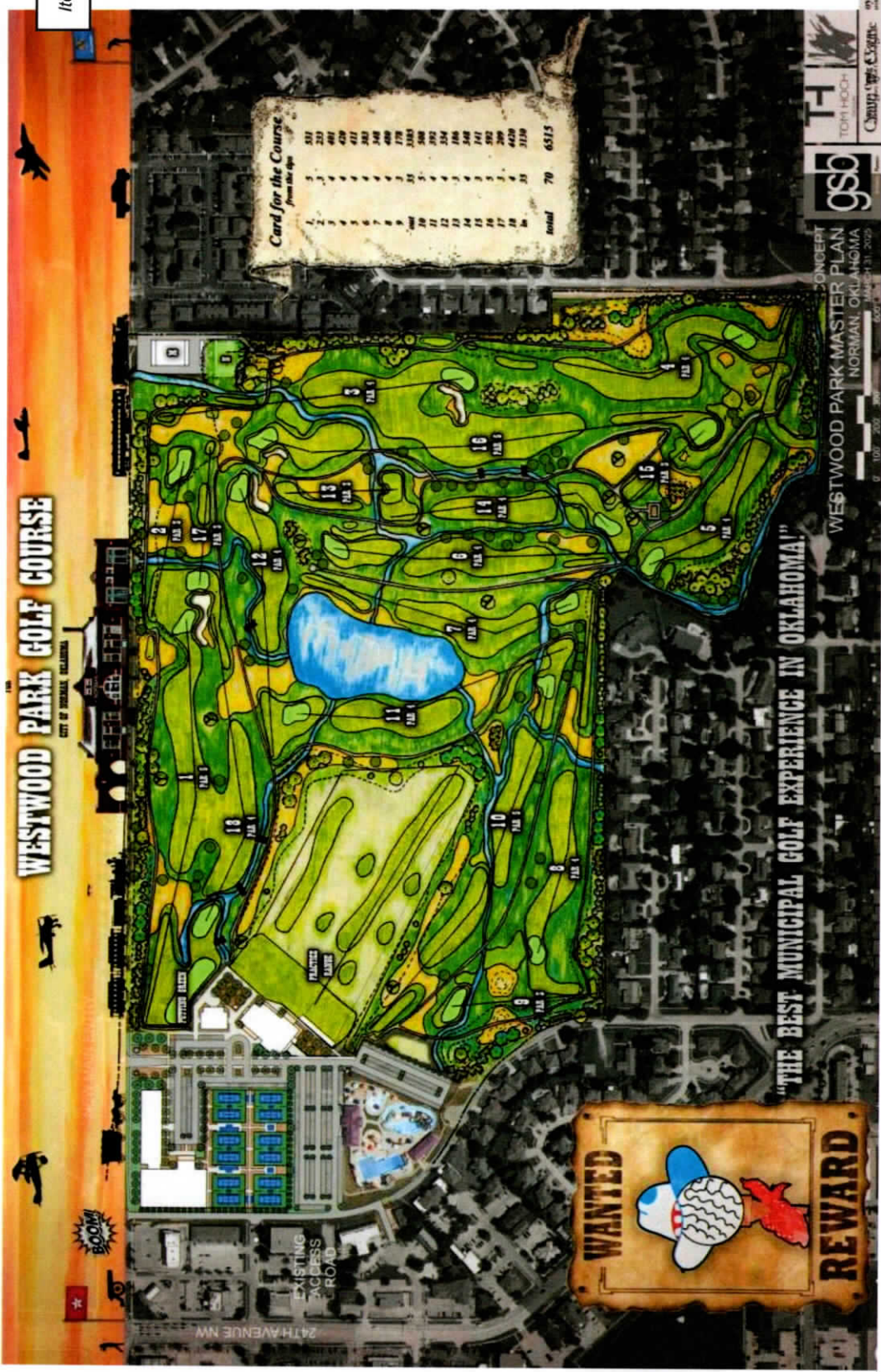
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Why Renovate Golf Course?

- Irrigation and Drainage Infrastructure at Life Span
- Irrigation Reservoir Capacity (Capturing Runoff)
- Bunker Quality
- Cost to Enhance Design is the Same as in Place
- New Facilities Impacting Golf Course Footprint
- There is a Cost to Doing Nothing
- Be the Best Westwood can be!



Item 1.





Item 1.



Item 1.

WILD WILD WESTWOOD ...

“Folk Style Golf Architecture is informed by the land. It is an inspired use of the geography to help the architect tell the story to the golfer ...
... a story crafted from the unique characteristics from the surrounding area.

It takes what the land gives and creates utility, prioritizing the useful over the decorative.”

-Tom Coyne



Accessories

"Greatness is in the margins"

Properly accessorizing your golf course in the right theme is the final touches to make your golf course truly stand out from the competition.

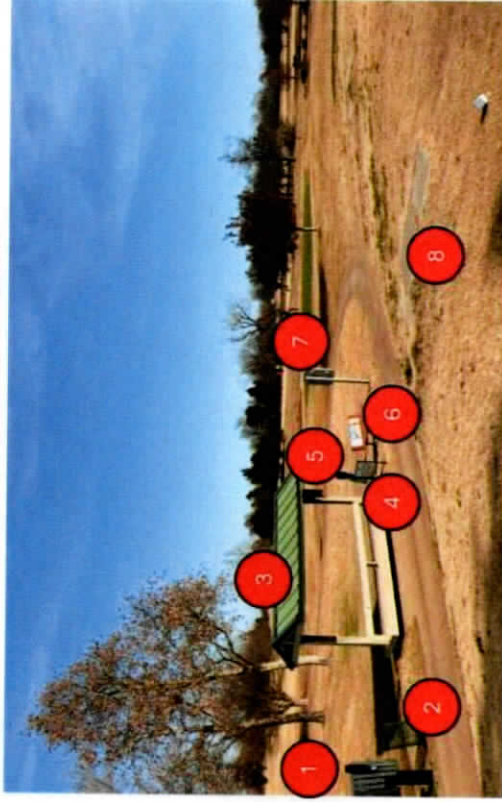
Elegant Tee Markers



Wood Bunker Rakes



Existing photo of 8" Tee Box - Far over accessorized with man-made structures.



Bag Stands



Simplistic Rustic Hole Signage



Item 1.



Return the retro jersey fast flags from the original course



"Tee Marker" for Putting Course

Plant Pallet

The planting scheme will strategically screen the golf course to make for a peaceful environment within nature. The exterior margins of the golf course will be planting to screen from busy roads, unsightly structures, and aquatic complexes.

Botanical Name	Common Name	Qty	Spacing	Size
Cupressus arizonica	Arizona Cypress	45	15-20' o.c.	15-20' gal.
Gleditsia triacanthos 'Inermis'	Thornless Honey Locust	9	as shown	2-2.5" cal.
Ilex x 'Nellie R. Stevens'	Nellie R. Stevens Holly	50	15' o.c.	15 gal.
Juniperus virginiana 'Canaertii'	Canaert Eastern Redcedar	35	15-20' o.c.	15 gal.
Juniperus virginiana 'Taylor'	Taylor Eastern Redcedar	27	5' o.c.	6' ht.
Pinus leucodermis	Bosnian Pine	33	15' o.c.	15 gal.
Pinus taeda	Loblolly Pine	35	15' o.c.	15 gal.
Quercus muehlenbergii	Chinkapin Oak	33	40' o.c.	2-2.5" cal.
Quercus shumardii	Shumard Oak	44	40' o.c.	2-2.5" cal.
Taxodium distichum 'Shawnee Brave'	Shawnee Brave Baldcypress	33	10-15' o.c.	2" cal.
Thuja 'Green Giant'	Green Giant Arborvitae	33	15-20' o.c.	15 gal.



Shawnee Brave Bald Cypress



Shumard Oak



Canaert Eastern Redcedar



Bosnian Pine



Chinkapin Oak



Thornless Honey Locust



Green Giant Arborvitae



Loblolly Pine



Taylor Eastern Redcedar



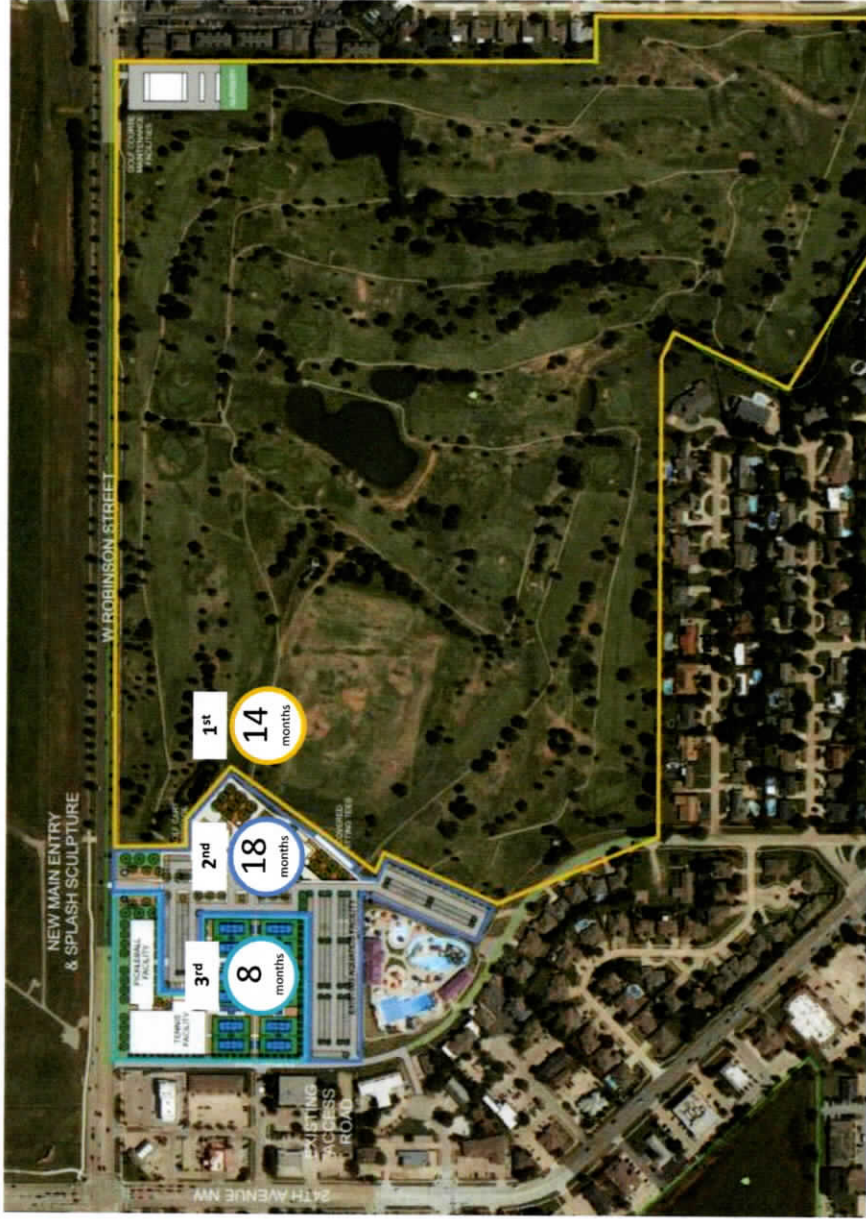
Arizona Cypress

PROJECT SEQUENCING

- Concurrent construction will reduce cost
- Aquatic Center to remain open

CONSTRUCTION DURATIONS

- Golf Course - 14 months
- Golf Clubhouse - 18 months
- Court Sports - 8 months



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ESTIMATE of PROBABLE COST

Demolition & Sitework	\$ 3,078,424.00
Site Utilities	\$ 618,360.00
Golf Clubhouse	\$ 15,198,416.00
Golf Cart Storage	\$ 2,934,750.00
Covered Hitting Tees	\$ 843,750.00
Golf Maintenance	\$ 3,240,600.00
Tennis Pro Shop	\$ 983,750.00
Tennis & Pickleball Indoors	\$ 15,923,664.00
Tennis Courts Outdoors	\$ 3,506,400.00
FF&E	\$ 1,000,000.00
Golf Course Renovation	\$ 7,500,000.00
Total	\$ 54,828,114.00
Cost Escalation (3% per year)	
Year 2030	\$63,052,331.00
Year 2035	\$71,276,548.00
Year 2040	\$79,500,765.00

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GSB, Inc.
3555 NW 58th St., Suite 700W
Oklahoma City, Oklahoma 73112
405.848.9549 | gsb-inc.com

City of Norman, OK

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



Meeting Agenda

Tuesday, June 10, 2025

6:30 PM

DIRECTOR OF PARKS AND RECREATION

**City Council, Norman Utilities Authority, Norman Municipal
Authority, and Norman Tax Increment Finance Authority**

City Council

***Austin Ball, Ward 1, Matthew Peacock, Ward 2, Bree Montoya, Ward 3,
Helen Grant Ward 4, Michael Nash, Ward 5, Joshua Hinkle, Ward 6,
Stephen Tyler Holman, Ward 7, Scott Dixon, Ward 8, Mayor Larry Heikkila.***

File Attachments for Item:

1. CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-37: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THURSDAY, JUNE 19, 2025, AS JUNETEENTH DAY IN THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 06/10/2025

REQUESTER: Jason Olsen

PRESENTER: Jason Olsen, Director of Parks and Recreation Department

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-37: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THURSDAY, JUNE 19, 2025, AS JUNETEENTH DAY IN THE CITY OF NORMAN.

Proclamation

P-2425-37

A PROCLAMATION OF THE MAYOR OF THE CITY OF
NORMAN, OKLAHOMA, PROCLAIMING THURSDAY, JUNE 19,
2025, AS JUNETEENTH DAY IN THE CITY OF NORMAN.

- § 1. WHEREAS, President Abraham Lincoln issued the Emancipation Proclamation on January 1, 1863, declaring that all persons held as slaves shall be free; and
- § 2. WHEREAS, on June 19, 1865, Union soldiers, led by Major General Gordon Granger, landed at Galveston, Texas, with news that the war had ended and that the enslaved were now free; and
- § 3. WHEREAS, June 19th, known as "Juneteenth" and also called "Emancipation Day" is the oldest known celebration, which started in 1866, commemorating the announcement of the abolition of slavery in the State of Texas and in remembrance of the day all remaining slaves acquired their freedom in the United States of America; and
- § 4. WHEREAS, on June 17, 2021, Juneteenth was signed into law, declaring it a national holiday; and
- § 5. WHEREAS, 2025's national theme, "A Reckoning: Reclaiming the Past, Remembering Black Voices, Reshaping the Future", calls us to confront historical truths, honor the voices, and contributions of Black communities, and commit to building a more just and inclusive future; and
- § 6. WHEREAS, the Juneteenth Festival will take place on Thursday, June 19, 2025, in the City of Norman at Reaves Park providing a community celebration that fosters inclusion and unity, bringing together families, visitors, and local leaders in honor of this important national holiday.

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

- § 7. Do hereby proclaim Thursday, June 19, 2025, as Juneteenth in the City of Norman and invite all citizens to join me in celebrating this important holiday while continuing to strive towards full equality.

PASSED AND APPROVED this 10th day of June, 2025._____
Mayor

ATTEST:

City Clerk

File Attachments for Item:

6. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2425-32 UPON FIRST READING BY TITLE:
AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTIONS THROUGHOUT CHAPTER 36 ("ZONING") OF THE CODE, IN ORDER TO UPDATE DEFINITIONS, TO UPDATE AND ADD REFERENCES TO THE CITY'S COMPREHENSIVE PLAN, TO UPDATE LANGUAGE TO ENSURE COMPATABILITY WITH THE AIM NORMAN COMPREHENSIVE PLAN AND ITS VARIOUS INCLUDED MASTER PLANS, AND TO CLARIFY OR CORRECT LANGUAGE, INCLUDING FOR ERRORS; DECLARING AN EMERGENCY; AND PROVIDING FOR THE SEVERABILITY THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 6/10/2025

REQUESTER: City of Norman

PRESENTER: Elisabeth Muckala, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2425-32 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTIONS THROUGHOUT CHAPTER 36 ("ZONING") OF THE CODE, IN ORDER TO UPDATE DEFINITIONS, TO UPDATE AND ADD REFERENCES TO THE CITY'S COMPREHENSIVE PLAN, TO UPDATE LANGUAGE TO ENSURE COMPATIBILITY WITH THE AIM NORMAN COMPREHENSIVE PLAN AND ITS VARIOUS INCLUDED MASTER PLANS, AND TO CLARIFY OR CORRECT LANGUAGE, INCLUDING FOR ERRORS; DECLARING AN EMERGENCY; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

The City of Norman released a Request for Proposal (RFP-2223-29) in September of 2022, seeking proposals from qualified consultants for professional services to prepare the following documents for the City of Norman:

- Comprehensive Land Use Plan;
- Housing Market Analysis and Affordability Strategy;
- Comprehensive Transportation Plan Update;
- Stormwater Master Plan Update;
- Water Hydraulic Modeling Update;
- Wastewater Master Plan; and
- Sanitation Master Plan.

The citywide proposal sought to develop an all-encompassing vision for the community that can be supported by all. To facilitate this objective, the City of Norman planned to update its Comprehensive Transportation Plan, Stormwater Master Plan, Water Hydraulic Modeling, and develop Wastewater and Sanitation Master Plans to ensure improvements to the City's

infrastructure align with the vision and policies of the new Comprehensive Plan, including the Comprehensive Land Use Plan. The technical lead of the Comprehensive Land Use Plan is Jane Hudson, Director of Planning and Community Development.

As set forth in the RFP, Public Engagement was designed to address three key tasks:

Task 1 – Norman Today – Where are we now?

This process was designed to consist of review of background documents, economic and development trends, hazard mitigation and environmental constraints, land use inventory and urban design, transportation, public facilities and infrastructure, and housing and neighborhoods.

Task 2 – Norman Tomorrow – Where do we want to go?

This process was designed to review the vision and future land use opportunities, or constraints and develop goals and principles based on community engagement and understanding where we are today.

Task 3 – Norman Tomorrow – How do we get there?

This process was designed to develop Plan Elements for the various included master plans, utilizing the overarching goals and principles to define the program and design of the city and outline the specific plan elements and systems that to guide the City's future, thus creating a cohesive strategy across the city and departments, and for all of the included individual masterplans.

Through the RFP process, a team consisting of seven City Staff members and two citizen members selected RDG Planning & Design, Inc. Contract K-2324-46 with RDG was approved by City Council on July 25, 2023. The final scope included all of the proposed individual master plans except that it was determined that the City did not require a Sanitation Master Plan update at this time. Thereafter, and on September 26, 2023, K-2324-46 was amended to include services for the creation of a Parks Recreation and Trails Master Plan, again bringing the total number of included master plans to seven.

An Ad Hoc Steering Committee to work with the City and its consultants in creating the "Area and Infrastructure Master Plan" ("AIM Norman") was originally appointed by Resolution R-2324-52 on August 22, 2023, and its membership and procedures finalized by Amendment 1 to R-2324-52 on November 14, 2023. The Steering Committee, and its appointed individual Sub-Committees for Housing, Stormwater, Water/Wastewater, Transportation, and Parks, have worked tirelessly since then in order to offer input and guidance on the creation of the seven AIM Norman master plans now submitted for the City Council's review and consideration.

With these seven plans, two sets of code revisions by ordinance are also brought for consideration and review. These ordinances are proposed in order to implement amendments that will primarily: (a) revise and redefine terms relating to former master plans in order to ensure consistency with the AIM Norman plans; and (b) set forth the very first incremental code amendments incorporating elements of the AIM Norman plans. In some cases, incorrect numberings or other errors and inconsistencies in these provisions are addressed along with the more substantive changes.

DISCUSSION:

Ordinance No. O-2425-32 amends several sections of Chapter 36 of the Norman Municipal Code, Norman's Zoning Ordinance. The primary purpose of these amendments is to address the transition period between the adoption of the new AIM Norman Comprehensive Plan and the revision of the Zoning Ordinance and Subdivision provisions of the municipal code. These amendments chiefly address language referencing or relating to Norman's Comprehensive Plan(s).

Per these amendments, the definition for "Comprehensive Plan" will be amended to refer to the AIM Norman Comprehensive Plan, which collectively includes the seven individual master plans. Additionally, sub-definitions for each individual master plan have been included as follows:

- "Land Use Plan" which refers to the AIM Norman Comprehensive Land Use Plan;
- "Transportation Plan" which refers to the 2025 Comprehensive Transportation Plan Update;
- "Wastewater Master Plan";
- "Water Utility Master Plan";
- "Parks Master Plan," which refers to the Parks, Recreation & Culture Master Plan;
- "Housing Plan," which refers to the Housing Strategy Plan; and
- "Stormwater Master Plan," which refers to the Stormwater Master Plan Update.

Various references to previous Transportation and Land Use Plans are also updated within this ordinance. In 36-513 and 36-545, the code previously utilized language taken directly from the previous Land Use Plan. The language is amended to now refer to areas compatible with the AIM Norman Comprehensive Plan. 36-538 ("Northern Community Separator Overlay District") was an overlay created in direct response to the adoption of the previous Land Use Plan. This ordinance strikes and reserves the entire section, as it no longer has a Comprehensive Plan counterpart.

Additionally, this ordinance implements amendments in two sections (36-560 concerning Special Uses and 36-571 concerning Zoning Amendments) where the Comprehensive Plan should be considered in making decisions under these sections. While these two references are new, a similar reference has always been found in 36-509 (concerning the Planned Unit Development, PUD, District). Further, adding references to the Comprehensive Plan is consistent with the legal standard for these kinds of decisions historically. When considering re-zonings, including PUDs/SPUDs and Special Uses, the City Council should avoid unreasonable or arbitrary action and make determinations based upon the best interests of the public health, safety, morals and general welfare. The Comprehensive Plan is, itself, adopted based upon these very principles. Including a direct reference to the Comprehensive Plan in the code language will signal to prospective applicants that City Staff will be referencing relevant Comprehensive Plan elements in future staff reports for these items, guiding City Council in considering an application's compatibility, or lack of compatibility, with the Comprehensive Plan, as allowed by state law. However, where the Zoning Ordinance already directly addresses and allows (or does not allow) particular development or uses, the more specific provisions of the Zoning Ordinance will control under Oklahoma law. For that reason, City Staff is already in the process of planning

comprehensive revisions to the Zoning and Subdivision portions of the City Code in order to more fully implement the Comprehensive Plan therein.

Finally, a last set of changes, found in two places (36-510 and 36-533), corrects mis-numberings that have been noted by City Staff since the code was re-codified and renumbered in February of 2023.

The Planning Commission's consideration of these code amendments was postponed from April 10, 2025 to May 8, 2025, which was also the date that the Planning Commission considered Resolutions adopting the seven AIM Norman Master Plans. At their meeting of May 8, 2025, Planning Commission recommended approval of Ordinance O-2425-32 with a vote of 8-0.

RECOMMENDATION:

City Staff recommends adoption of Ordinance O-2425-32, a companion item on this agenda to Ordinance No. O-2425-31 and Resolutions adopting the AIM Norman Comprehensive Plan and its various included Master Plans, implementing amendments to Chapter 36 of the Norman Municipal Code in order to accommodate the adoption of the AIM Norman Comprehensive Plans, and correct errors.

Staff further recommends the emergency clause also be adopted so that the companion ordinances and AIM Norman Comprehensive Plan (and its seven included Master Plans) be effective at the same time, and in order to avoid delays for application submittals that implicate these items.

Ordinance No. O-2425-32

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTIONS THROUGHOUT CHAPTER 36 ("ZONING") OF THE CODE, IN ORDER TO UPDATE DEFINITIONS, TO UPDATE AND ADD REFERENCES TO THE CITY'S COMPREHENSIVE PLAN, TO UPDATE LANGUAGE TO ENSURE COMPATABILITY WITH THE AIM NORMAN COMPREHENSIVE PLAN AND ITS VARIOUS INCLUDED MASTER PLANS, AND TO CLARIFY OR CORRECT LANGUAGE, INCLUDING FOR ERRORS; DECLARING AN EMERGENCY; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Section 36-101 ("Definitions") of the Code of the City of Norman shall be amended, and hereafter read, as follows:

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

* * *

Commercial land use means any public or private use allowed within the CO, C-1, C-2, C-3, CR, or TC zoning districts of the City.

Comprehensive Plan means the comprehensive plan of the City of Norman, Oklahoma, which is currently the AIM (Area & Infrastructure Masterplan) Norman Comprehensive Plan adopted June 24, 2025. This Comprehensive Plan is comprised of seven distinct approved plans, or master plans, identified and defined as follows:

(a) *Land Use Plan* means the AIM Norman Comprehensive Land Use Plan adopted June 24, 2025;

(b) *Transportation Plan* means the *2025 Comprehensive Transportation Plan Update* adopted June 24, 2025, which updated "Moving Forward," the 2014 City of Norman Comprehensive Transportation Plan previously in effect;

(c) *Wastewater Master Plan* means the *Wastewater Utility Master Plan* adopted June 24, 2025;

(d) *Water Utility Master Plan* means the *Water Utility Master Plan* adopted June 24, 2025;

(e) *Parks Master Plan* means the *Parks, Recreation & Culture Master Plan* adopted June 24, 2025;

(f) *Housing Plan* means the *Housing Strategy Plan* adopted June 24, 2025; and

(g) *Stormwater Master Plan* means the Stormwater Master Plan Update adopted June 24, 2025, and which updated the 2009 Storm Water Master Plan previously in effect.

Cooking facilities means an installed oven and/or countertop cooking surface.

* * * *

§ 2. That Section 36-301 ("Definitions") of the Code of the City of Norman shall be amended, and hereafter read, as follows:

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Commercial district means any C-1, Local Commercial; C-2, General Commercial; and C-3, Intensive Commercial District established under the provisions of NCC 36-V.

Industrial district means any I-1, Light Industrial; I-2, Heavy Industrial; or M-1, Restricted Industrial District established under the provisions of NCC 36-V.

Major arterial means any street so designated on the ~~official major street~~ ^pTransportation Plan of the City.

Major street or highway means any street or highway so designated on the ~~official major street~~ ^pTransportation Plan of the City.

Secondary thoroughfare means any street so designated on the ~~major street~~ ^pTransportation Plan of the City.

§ 3. That Section 36-302 ("Major Streets and Highways Plan Adopted") of the Code of the City of Norman shall be amended to "36-302 Transportation Plan Adopted", and shall hereafter read as follows:

(a) The ~~Norman Area Major Streets and Highways Plan~~ ^{2025 Comprehensive Transportation Plan Update ("Transportation Plan")}, adopted by the City Council ~~October 23, 1980~~ ^{June 24, 2025}, (as part of the AIM Norman Comprehensive Plan Document), is hereby incorporated into the Code of the City, with the same force and effect as if fully set out in this subsection.

(b) The ~~major streets and highways~~ ^pTransportation Plan shall not become effective until at least three copies thereof have been filed in the office of the City Clerk for examination by the public.

§ 4. That Section 36-501 ("Citation") of the Code of the City of Norman shall be amended, and hereafter read, as follows:

This chapter is adopted in pursuance of the authority granted by the Charter of the City, article XIX, sections 1 through 4 and is in exercise of that authority. It is founded upon and implements the Comprehensive Plan and all incorporated master plans including but not limited to the Land Use Plan, and as any are amended, and shall be construed in connection therewith. It shall be known as the zoning ordinance of the City and may be so cited.

§ 5. That Section 36-509 ("PUD, Planned Unit Developments") of the Code of the City of Norman shall be amended, and hereafter read, as follows:

(a) *Statement of purpose.* 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:

- (1) A maximum choice in the types of environment and living units available to the public.
- (2) 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.
- (3) Maximum enhancement and minimal disruption of existing natural features and amenities.
- (4) Comprehensive and innovative planning and design of diversified developments which are consistent with the ~~City's long range plan~~ Comprehensive Plan, including the Land Use Plan, and remain compatible with surrounding developments.
- (5) More efficient and economic use of land resulting in smaller networks of utilities and streets, thereby lowering costs.
- (6) 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.

* * * *

§ 6. That Section 36-510 ("SPUD, Simple Planned Unit Developments") of the Code of the City of Norman shall be amended, and hereafter read, as follows:

(a) *General description.* 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.

- (1) 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 consist of ~~not~~ less than five (5) acres.
- (2) The SPUD is subject to review procedures by Planning Commission and adoption by City Council.

(b) *Statement of purpose.* 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, including the Land Use Plan of record. In addition, the SPUD provides for the following:

- (1) 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.
- (2) Contribute to the revitalization and/or redevelopment 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.
- (3) Maintain consistency with the City's zoning ordinance, and other applicable plans, policies, standards and regulations on record, including the Comprehensive Plan.

- (4) Approval of a zone change to a SPUD adopts the master plan prepared by the applicant and reviewed as a 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.

* * *

(e) *Criteria for review and approval.*

- (1) The applicant should be prepared to provide amenities and services that may not be required or possible under the current conventional zoning. Review and approval of a SPUD is, therefore, a process of negotiation between the City government and the applicant to achieve the intent and purpose of the regulations of the eComprehensive pPlan, including the Land Use Plan, of record while maintaining/establishing compatible uses abutting one another.
- (2) The following factors should be specifically included as review criteria for the evaluation of a SPUD application. Other factors not listed herein may also be considered in the review process in order to respond to specific design and land use proposals.
 - a. The proposed SPUD shall be designed to provide for the unified development of the area in accordance with the spirit and purpose of the adopted eComprehensive pPlan, including the Land Use Plan, of record and the land uses and zoning districts adjacent to said proposal.
 - b. Density, land use, and intensity will be based on the SPUD narrative and development plan map and be in conformance with the eComprehensive pPlan, including the Land Use Plan of record.
 - c. Location and type of housing shall be established in a general pattern and shown on the development plan map and outlined in the narrative as supporting documentation.
 - d. Minimum design and construction standards for streets and alleys shall meet the requirements adopted in the subdivision regulations or other policies on record.

* * *

- (h) *Application procedures.* The application procedures for the SPUD shall follow the procedures listed in NCC 36-509(bd).

(i) *Submission requirements.* The submission requirements for the SPUD shall follow the requirements listed in NCC 36-509(ee).

(j) *Revocation.* The revocation of a SPUD shall follow the procedure listed in NCC 36-509(df).

* * * *

§ 7. That Section 36-513 ("RE, Residential Estate Dwelling District") of the Code of the City of Norman shall be amended, and hereafter read, as follows:

(a) *Purpose.* This district is established to provide for a low population density in the ~~Suburban Residential Growth~~ Rural Character Area as reflected in the ~~Comprehensive~~ Land Use Plan. The principal use of land is for single-family detached dwellings and related recreational, religious, and educational facilities. These areas are intended to be defined and protected from encroachment by uses which are incompatible with a residential environment.

* * * *

§ 8. That Section 36-531 ("M-1, Restricted Industrial District") of the Code of the City of Norman shall be amended, and hereafter read, as follows:

(a) *Description and purpose.* The M-1, Restricted Industrial District is intended to provide an environment exclusively for and conducive to the development and protection of modern administrative facilities, office buildings, research institutions, specialized manufacturing plants, warehouse and similar enterprises that are conducted so the noise, odor, smoke, dust, vibration, heat, and glare of each operation is completely confined within an enclosed building. Buildings in this district should be architecturally attractive and surrounded by landscaped yards. Particular attention should be given to integrating uses and the design of buildings on the periphery of the district with uses in adjacent districts. Enterprises operating in this district may require direct access to rail, air, or street transportation facilities; however, the size and volume of raw materials, partially processed or finished products involved with each industrial activity should not produce the volume of freight generated by the uses of light or heavy industrial districts. Surface transportation routes servicing M-1, Restricted Industrial Districts should not bisect residential areas and should include only arterial streets and highways as designated on the major street in the Transportation Plan of the City.

* * * *

§ 9. That Section 36-533 ("FH, Flood Hazard District") of the Code of the City of Norman shall be amended, and hereafter read, as follows:

* * *

(ad) *Identification, establishment and amendment of the district.*

(1) *Flood hazard lands governed by this section.* The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and

engineering report entitled, "The Flood Insurance Study for Cleveland County, Oklahoma and Incorporated areas" dated January 15, 2021, as may be updated time to time by letters of map change adopted by City Council, with accompanying flood insurance rate maps (FIRM) are hereby adopted by reference and declared to be a part of this chapter. This flood insurance study, with its accompanying FIRM, also known as the official flood hazard district maps, are hereby adopted by reference and declared to be part of this chapter and may be amended or revised from time to time by the City Council according to procedures established by FEMA. The official flood hazard district maps shall be placed on file with the City Clerk and copies shall be maintained in the Planning and Community Development Department and the Public Works Department for public review.

* * *

(be) *Land uses.*

- (1) *Uses allowed without a floodplain permit.* The uses listed below having a low flood-damage potential and posing little obstruction to flood flows, if allowed in the underlying district, shall be allowed, provided they do not require structures, fill or storage of materials or equipment. In addition, no use shall adversely affect the efficiency or restrict the capacity of the channels or floodways of any tributary to the main stream, drainage ditch, or any other drainage facility or system.

* * *

(ef) *Floodplain permit administration.*

* * *

- (5) *Approval or denial.* Approval or denial of a floodplain permit request, as required by subsection (e)(4)a and b of this section, by the Floodplain Permit Committee shall be based on all of the provisions of this chapter and the following relevant factors:

- a. The danger to life and property due to flooding or erosion damage;
- b. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
- c. The danger that materials may be swept onto other lands to the injury of others;
- d. The compatibility of the proposed use with existing and anticipated development;
- e. The safety of access to the property in times of flood for ordinary and emergency vehicles;

- f. The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
- g. The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
- h. The necessity to the facility of a waterfront location, where applicable;
- i. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
- j. The relationship of the proposed use to the City's adopted Comprehensive Plan, including the Land Use Plan, for that area.

* * * *

§ 10. That Section 36-538 ("Northern Community Separator Overlay District") of the Code of the City of Norman shall be stricken and reserved, as follows:

[Reserved]

~~(a) Purpose. It is the purpose of this chapter to:~~

- ~~(1) Implement the Comprehensive Plan;~~
- ~~(2) Provide a visual separation and buffer between the City of Norman and the City of Oklahoma City and unincorporated Cleveland County;~~
- ~~(3) Maintain a rural, open space character in the area; and~~
- ~~(4) To protect the Little River watershed.~~

~~(b) Identification and establishment of district. The Northern Community Separator District is hereby created within the City as depicted on the Northern Community Separator District Map, dated November 16, 2004, and attached hereto. The Northern Community Separator District includes lands lying between the City of Norman and the City of Oklahoma City and portions of unincorporated Cleveland County. It is situated between Broadway Avenue and 72nd Avenue NE, extending north of Franklin Road to Indian Hill Road. Currently, the area is generally undeveloped or in agricultural use, with some very low density residential development. The area is designated Country Residential and Floodplain in the Comprehensive Plan. Because of its unusual physical and visual sensitivity, it is also designated as a Special Planning Area in the plan.~~

~~(c) Applicability. The provisions of this NCC 36-536 shall apply to all properties and all development located within the Northern Community Separator District within the boundaries of the City. The use and area regulations of the underlying A-2, Rural Agricultural District (NCC 36-~~

512) shall continue to apply as relevant to all properties except to the extent they conflict with the provisions of this NCC 36-536.

~~(d) *Parcels and lots located partially or wholly within floodplain.* Transfer of Permitted Development Density. Any parcel or lot within the Northern Community Separator District, a portion of which is located wholly or partially within the floodplain of the Little River or its tributaries shall comply with the transfer of density and other requirements provided in NCC 36-533(d)(8) of the flood hazard district.~~

~~(e) *Building setbacks from Indian Hill Road.*~~

~~(1) *Minimum setbacks.* All buildings or structures shall set back a minimum distance of 400 feet from the center line of Indian Hill Road. No development shall be allowed in this setback area except, as provided in this NCC 36-536. This setback area shall be subject to a platted building line or other protective mechanism in a form acceptable to the City to ensure that it remains undeveloped.~~

~~(2) *Existing structures.* Existing legally conforming structures or buildings within the 400-foot setback may be expanded a total of 1,000 square feet or 25 percent in square footage, whichever is larger, notwithstanding any noncompliance with the provisions of this section.~~

~~(3) *Administrative adjustments.* In cases in which the physical dimensions or configuration of a legal lot filed of record as of the date of this chapter (November 16, 2004) prevent compliance with the provisions of this section, or the application of the requirements of this section in combination with application with other regulations contained in NCC 36-533, FH, Flood Hazard District or other provisions of NCC ch. 36 may result in intrusion into the floodplain or other sensitive natural areas, the Director of Planning and Community Development shall have the authority to modify the setback requirements of this section by up to 20 percent.~~

~~(f) *Access/driveway location standards.* For the purpose of reducing proliferation of visually intrusive driveways or access roads in the Indian Hill Road building setback area required above, to the maximum extent practicable, access to lots and parcels in the district shall be from roads running north and south (including Broadway, Porter Avenue, 12th Avenue NE, 24th Avenue NE, 36th Avenue NE, 48th Avenue NE, 60th Avenue NE, 72nd Avenue NE, and any north-south public road constructed in the future), not Indian Hill Road. Where access from Indian Hill Road is the only practicable alternative, common driveways shall be used to serve multiple lots. To facilitate the use of common driveways, the Director of Planning and Community Development shall have authority to modify the lot width and related regulations set forth in NCC 36-512(d)(4) of the A-2, Rural Agricultural District.~~

Northern Community Separator Area Map

[Image Stricken]

§ 11. That Section 36-545 ("Communication Facilities") of the Code of the City of Norman shall be amended, and hereafter read, as follows:

* * *

(d) Television and radio transmission towers.

- (1) *Zoning.* Television and radio transmission towers are permitted on private property only as a special use granted by the City Council in the A-2 zoning district and outside of the ~~current and future urban services area~~ contained between 48th Avenue West and 48th Avenue East ~~as described on the most recent enactment of the City land use plan~~, in accordance with NCC 36-560. Because of the potential visual impact of all transmission towers, the notification area for the special use required by NCC 36-560 shall be increased to include all property owners within one-half mile from the applicant's property. Towers in excess of 200 feet in height must be located at least one mile from any subdivision filed of record and served by public water and sewer systems.

* * * *

§ 12. That Section 36-547 ("Exterior Appearance") of the Code of the City of Norman shall be amended, and hereafter read, as follows:

(a) All new construction after October 28, 2005, must include masonry facades as outlined below. These requirements shall apply to all principal structures and accessory buildings larger than 108 square feet. For the purposes of this section, the term "masonry materials" means and includes brick, slump-faced or decorative concrete masonry unit (CMU), stucco, concrete (poured in place, pre-cast or tilt-wall) with aggregate, sandblasted or textured coating finish, stone, rock or other structural material of equal durability and architectural effect. Smooth-faced CMU, except as accent to approved finish material, shall not be installed on any commercial facade or the principal facade of any industrial building.

- (1) *Buildings requiring masonry on all sides.* All buildings constructed on property zoned O-1, CO, C-1, C-2, and C-3, according to the City's official zoning map, shall have all exterior walls constructed using masonry material covering at least 80 percent of said walls, exclusive of all windows, doors, roofs, glass, or sidewalk and walkway covers.
- (2) *Buildings requiring masonry along street frontage only.* All buildings constructed on property zoned I-1, I-2, or M-1, according to the City's official zoning map, shall have all principal facades (which is any side of a building that faces or is oriented toward any abutting street) constructed using masonry material covering at least 80 percent of said walls, exclusive of all windows, doors, roofs, glass, or sidewalk and walkway covers. This provision shall apply only to those structures adjacent to any State

highway or an urban arterial as identified on the Comprehensive Plan, including the Transportation Plan, as amended or replaced with subsequent plans, and to any industrial lot abutting any zoning district other than industrial. This provision shall not apply to lots of record as of the date of adoption of the ordinance from which this chapter is derived if a building permit is obtained within one year after the effective date of the ordinance from which this article is derived, September 27, 2005.

- (3) *Buildings within any PUD.* Any commercial or nonresidential use within a planned unit development shall have all exterior walls constructed using masonry material covering at least 80 percent of said walls, exclusive of all windows, doors, roofs, glass, or sidewalk and walkway covers, unless waived by the City Council when the PUD is approved.
- (4) *Special uses.* Any institutional or nonresidential special use in any zoning district shall have all exterior walls constructed using masonry material covering at least 80 percent of said walls, exclusive of all windows, doors, roofs, glass, or sidewalk and walkway covers, unless waived by the City Council as part of the approval.

* * * *

§ 13. That Section 36-560 ("Special Uses") of the Code of the City of Norman shall be amended, and hereafter read, as follows:

Any use designated as a special use under any zoning district is not appropriate for each and every parcel of land which is included in the pertinent zoning district. However, upon review, the City Council may determine that one or more special uses should be approved for a specific parcel of land. Such approval, by ordinance duly adopted by the City Council, may come after a public notice and a hearing by the Planning Commission. Any such approval may be made conditional on the subject parcel of land meeting and maintaining specific requirements and/or conditions.

* * *

(b) *Review and evaluation criteria.* The Planning Commission shall review and evaluate any special use proposal and recommend to the City Council using the following criteria:

- (1) Conformance with applicable regulations and standards established by this article.
- (2) Compatibility with existing or permitted uses on abutting sites, in terms of building height, bulk and scale, setbacks and open spaces, landscaping and site development, and access and circulation features.
- (3) Compatibility (or lack thereof) with the applicable Comprehensive Plan, including the Land Use Plan.

(34) Potentially unfavorable effects or impacts on other existing or permitted uses on abutting sites, to the extent such impacts exceed those which reasonably may result from use of the site by a permitted use. (Note: Throughout this section, the term "permitted use" means any use authorized as a matter of right under the applicable zoning district.)

(45) Modifications to the site plan which would result in increased compatibility, or would mitigate potentially unfavorable impacts, or would be necessary to conform to applicable regulations and standards and to protect the public health, safety, morals, and general welfare.

(56) Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed special use and other uses authorized and anticipated in the area, considering existing zoning and land uses in the area.

(67) That any conditions applicable to approval are the minimum necessary to minimize potentially unfavorable impacts on nearby uses and to ensure compatibility of the proposed special use with existing or permitted uses in the surrounding area.

(c) *Planning commission hearing and recommendation.* The Planning Commission shall hold a public hearing on each application for a special use. Public notification requirements shall be the same as a rezoning procedure. At the public hearing, the Commission shall review the application and shall receive public comments concerning the proposed use and the proposed conditions under which it would be operated or maintained. The Planning Commission may recommend that the City Council establish conditions of approval. Conditions may include, but shall not be limited to, requirements for special yards, open spaces, buffers, fences, walls, and screening; requirements for installation and maintenance of landscaping and erosion control measures; requirements for street improvements and dedications, regulation of vehicular ingress and egress, and traffic circulation, regulation of signs; regulation of hours or other characteristics of operation; and such other conditions as the Commission may deem necessary to ensure compatibility with surrounding uses, this Zoning Ordinance, the Comprehensive Plan, and to preserve the public health, safety, and welfare.

(d) *City Council approval.* Granting a special use shall be considered a privilege bestowed by the City Council for a specific use at a specific location. Special uses may be granted by the City Council with such requirements and/or conditions, as the Council deems appropriate, and as described in subpart (c). Such requirements and/or conditions shall be continually complied with by the applicant and his successors and assigns. At the time of issuance of a certificate of occupancy for the initial operation of a special use, the City shall cause the property legal description and conditions of approval established by the City Council to be filed in the Tract Index of the County Clerk's office. Prior to such filing, the applicant shall be afforded an opportunity to review the instrument to be filed, for correctness.

* * * *

§ 14. That Section 36-571 ("Amendments") of the Code of the City of Norman shall be amended, and hereafter read, as follows:

Not all requested zoning amendments are appropriate for the subject parcel or area of land. However, upon review, the City Council may determine that a zoning amendment or reclassification may be appropriate for a specific parcel or area of land. Such approval, by ordinance duly adopted by the City Council, may come after a public notice and a hearing by the Planning Commission. Any such approval shall take into account those facts and circumstances necessary to confirm consistency with applicable regulations and standards designed to protect the public health, safety, morals, and general welfare, including the Comprehensive Plan and the Land Use Plan.

(a) *Pre-development meeting.* When a formal application is filed that would amend the Comprehensive Land Use Plan, rezone any parcel larger than 40 acres, or grant a special use on a tract, or allow for the issuance of a construction permit for a new commercial communication tower (cell tower), a pre-development informational meeting must be held before the item can be considered by the Planning Commission. Any applicant contemplating rezoning of any parcel containing less than 40 acres may voluntarily requests a pre-development meeting, subject to the same filing requirements. If an applicant has chosen not to schedule a pre-development information meeting and his application generates a filed protest comprising at least 20 percent of the required notification area, the item must be postponed until such a pre-development meeting can be held before the City Council considers the application.

(b) *Purpose; items to include for meeting to occur.* The purpose of the meeting is to allow surrounding neighbors to meet with the applicant in an informal setting and gain information about the proposed application. In order for the meeting to occur, the following items must accompany your completed application to the Planning and Community Development Department:

- (1) The written legal description of the property.
- (2) A written description of the proposed project which provides details of the proposal, such as the proposed use and the number and type of buildings. The narrative should provide as much detail as practicable, without being lengthy or technical.
- (3) A generalized site plan must accompany any request for commercial, industrial, multifamily, special use, or construction of a new commercial communication tower, showing proposed buildings, parking, driveway entrances, landscaping areas, and screening. A 24-inch by 36-inch full-sized drawing and an 8 1/2-inch by 11-inch reduction must be submitted.
- (4) A certified ownership list for all property within a 350-foot-radius of the exterior boundary of the subject request, said radius to be extended by increments of 100 feet

until the list of property owners includes not less than 15 separate parcels, or until a maximum radius of 1,000 feet has been reached.

(5) ~~A completed Greenbelt Enhancement Statement if required by and in accordance with NCC 2-331.~~ Procedure for Submittal of Application.

- a. A complete pre-development application packet must be filed in the Planning and Community Development Department by 4:00 p.m. 17 days before the regularly scheduled pre-development meeting. The Planning and Community Development Department will make available the pre-development packet to the City's website as soon as possible but no later than ten days before the regularly scheduled pre-development meeting. At that same time, an application packet may also be submitted for a plan amendment, rezoning, or special use permit. By submitting both application packets at the same time, the application will be scheduled for a pre-development meeting, and then a Planning Commission hearing in the month immediately subsequent to the pre-development meeting.
- b. However, if the application for Planning Commission hearing is not received in the Planning and Community Development Department with the pre-development application according to the above deadline, the application will be scheduled for a Planning Commission hearing at the time that application is received in the Planning and Community Development Department.
- c. Pre-development meetings will be held on an as-needed basis, and are anticipated to occur once a month. Staff will notify all persons identified on the certified ownership list and will include a copy of the written description of the proposed project as well as any reduced drawings. If an applicant does not submit an application for Planning Commission within six months from the date of the pre-development meeting, a new pre-development meeting must be held prior to the Planning Commission hearing.

* * *

(e) *Filing fees.*

- (1) For each petition for amendment to this chapter or Comprehensive Land Use Plan, the applicant shall pay for the cost of publishing legal notice and the Planning and Community Development Department shall collect a fee as hereinafter set forth:

- a. Agricultural and single-family (A-1, A-2, R-1, R-1-A, RE and PL): \$200.00, plus \$6.00 per acre or increment thereof.
- b. Two-family, multifamily, and mobile home (R-2, R-3, RM-2, RM-4, RM-6, and RO): \$250.00, plus \$10.00 per acre or increment thereof.

- c. Commercial (O-1, CO, C-1, C-2, C-3, TC, and C-R): \$300.00, plus \$10.00 per acre or increment thereof.
- d. Industrial (M-1, I-1, and I-2): \$350.00, plus \$10.00 per acre or increment thereof.
- e. Special use with no change in zoning district: \$400.00, plus \$10.00 per acre.
- f. Planned unit developments: \$500.00, plus \$10.00 per acre or increment thereof.
- g. Historic district: No filing fee.
- h. Historic district, certificate of appropriateness: Applications for any building permit involving any exterior modifications for property located within a designated Historic District must first be granted a certificate of appropriateness by the Historic District Commission. Applications before the Historic District Commission are \$75.00 per application.
- i. Any proposed amendment of the Comprehensive Land Use Plan whether or not accompanied by a rezoning request: \$150.00 flat fee.
- j. Pre-development informational meeting: \$125.00 for each separate meeting that is requested.

* * * *

§ 15. EMERGENCY SECTION (requiring 2/3 majority for passage to be voted on separately). That in the judgement of the Council of the City of Norman, it is necessary for the immediately preservation of the peace, health, and safety of the citizens of Norman that this Ordinance become effective prior to the time an ordinary ordinance will become effective, thereby declaring an emergency so that this ordinance will become effective immediately

§ 16. 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 _____, 2025.

NOT ADOPTED this _____ day
of _____, 2025.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)

City of Norman, OK

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



Meeting Agenda

Tuesday,
June 24, 2025

6:30 PM

**DIRECTOR OF
PARKS &
RECREATION**

CITY COUNCIL

Regular Meeting

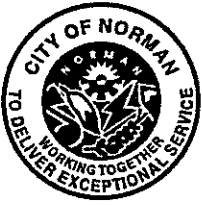
CITY COUNCIL

Municipal Building

Council Chambers

File Attachments for Item:

1. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P2425-40: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF JULY, 2025 AS PARKS AND RECREATION MONTH IN THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 06/24/2025

REQUESTER: Jason Olsen

PRESENTER: Jason Olsen, Director of Parks and Recreation Department

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-40: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF JULY, 2025 AS PARKS AND RECREATION MONTH IN THE CITY OF NORMAN.

Proclamation

P-2425-40

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA,
PROCLAIMING THE MONTH OF JULY 2025, AS PARKS AND RECREATION MONTH IN THE
CITY OF NORMAN

- § 1. WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including here in the City of Norman; and
- § 2. WHEREAS, our parks and recreation facilities are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and
- § 3. WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled and improve the mental and emotional health of all citizens; and
- § 4. WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and
- § 5. WHEREAS, parks and recreation areas are fundamental to the environmental well-being of our community; and
- § 6. WHEREAS, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and
- § 7. WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month.

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

- § 8. Do hereby proclaim that the month of July, 2025 is Park and Recreation Month in the City of Norman.

PASSED AND APPROVED this 24th day of June, 2025.

Mayor

ATTEST:

City Clerk

File Attachments for Item:

12. CONSIDERATION OF APPROVAL, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AMENDMENT TWO TO CONTRACT K-2324-46: A CONTRACT BETWEEN THE CITY OF NORMAN, THE NORMAN UTILITIES AUTHORITY, AND RDG PLANNING & DESIGN, INC., INCREASING THE CONTRACT BY \$10,570 FOR PROFESSIONAL COMPREHENSIVE PLANNING SERVICES RELATED TO THE PARKS RECREATION AND TRAILS MASTER PLAN, FOR A NEW CONTRACT TOTAL NOT TO EXCEED \$2,716,737.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 06-24-25

REQUESTER: RDG Planning & Design, Inc.

PRESENTER: Elisabeth Muckala, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AMENDMENT TWO TO CONTRACT K-2324-46: A CONTRACT BETWEEN THE CITY OF NORMAN, THE NORMAN UTILITIES AUTHORITY, AND RDG PLANNING & DESIGN, INC., INCREASING THE CONTRACT BY \$10,570 FOR PROFESSIONAL COMPREHENSIVE PLANNING SERVICES RELATED TO THE PARKS RECREATION AND TRAILS MASTER PLAN, FOR A NEW CONTRACT TOTAL NOT TO EXCEED \$2,716,737.

BACKGROUND:

This item sets a final cost for the City's contract with its consultant for the AIM Norman Comprehensive Plan, RDG Planning & Design, Inc. The City of Norman hired RDG through a Request for Proposal (RFP-2223-29) in September of 2022 for the following plans.

- Comprehensive Plan;
- Housing Market Analysis and Affordability Strategy;
- Comprehensive Transportation Plan Update;
- Stormwater Master Plan Update;
- Water Hydraulic Modeling Update;
- Wastewater Master Plan; and
- Sanitation Master Plan.

The citywide proposal was to develop an all-encompassing vision for the community that all can support. To facilitate this objective, the City of Norman set out to update its Comprehensive Transportation Plan, Stormwater Master Plan, Water Hydraulic Modeling, and develop Wastewater, Sanitation, and now a Parks Recreation and Trails Master Plans to ensure improvements to the City's infrastructure align with the vision and policies of the new Comprehensive Plan. The contract with RDG was originally approved by the Norman City Council on July 25, 2023. On September 26, 2023, Amendment 1 to K-2324-46, adding the Parks Master Plan, was also approved by City Council.

DISCUSSION:

RDG has served as consultant on the AIM Norman Comprehensive Plan project since its selection in July of 2023. Nearly two hundred meetings and events have led to the creation of seven total plans now before City Council for consideration of adoption; Resolution Numbers R-2425-101 through 107. Unforeseen circumstances and delays in completing these plans resulted in RDG's necessary attendance at additional public meetings. These services are outlined in Attachment A to Amendment 2 to Contract K-2324-46. City Staff has reviewed Amendment 2, including Attachment A, and believes the costs presented are a fair and accurate representation of RDG's work on this project.

Funds are available to cover the additional costs added by this Amendment in the General Fund, Special Studies, Consultant Management Research (Account 10110193-44001).

RECOMMENDATION 1: It is recommended the City of Norman and NUA approve Amendment Two to Contract K-2324-46 with RDG Planning & Design, Inc. in the amount of \$10,570 for Professional Comprehensive Planning Services, for a new contract total not to exceed \$2,716,737.

Amd. 2 to Contract No. K-2324-46

Agreement Between
CITY OF NORMAN, OKLAHOMA
and
RDG Planning & Design, Inc.
for City of Norman Comprehensive Plan

This Amendment No. 2 to Contract No. K-2324-46, is made and entered into this _____ day of June, 2025, by and between the City of Norman, a municipal corporation ("**CLIENT**"), the Norman Utilities Authority, a Public Trust ("**NUA**," and the CITY and NUA collectively referred to as "**CLIENT**"), and **RDG Planning & Design, Inc.**, a Iowa corporation having a primary place of business at 301 Grand Avenue, Des Moines, IA 50309 ("**RDG**").

RECITALS

WHEREAS, CLIENT requires planning services in order to develop a Comprehensive Land Use Plan, Housing Market Analysis and Affordability Strategy, Comprehensive Transportation Plan Update, Stormwater Master Plan Update, Water Master Plan, Wastewater Master Plan, and Parks and Recreation Master Plan to guide future development in the City of Norman (hereinafter referred to as the "Project Services") and as more fully described in this Agreement and previously entered into on July 25, 2023 and amended by Amd. 1 to Contract K-2324-46 on September 26, 2023.

WHEREAS, CLIENT has since determined its need to extend the schedule and request RDG's further services, including meeting attendance, through and including June 24, 2025;

WHEREAS, RDG, itself and through its subcontractors, has offered to amend this agreement to add the requisite additional services and meeting attendance to the "Project Services" covered by K-2324-46 and Amd. 1 to K-2324-46;

NOW, THEREFORE, the parties hereby agree as follows:


AMENDMENT NO. 2

Pursuant to Attachment A, which is hereby incorporated by reference herein, the contract amount shall be increased by \$10,570.00 to a new contract total amount not to exceed TWO MILLION SEVEN HUNDRED SIXTEEN THOUSAND SEVEN HUNDRED THIRTY-SEVEN AND NO/100 DOLLARS (\$2,716,737.00).

In all other respects, Contract K-2324-46, and Amd. 1 to K-2324-46, shall remain unchanged and in full force and effect with respect to Project Services, including the services identified hereinabove and Attachment A hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 to K-2324-46 as of the Effective Date.

RDG Planning & Design, Inc. (RDG):

By: 
Amy Haase, Board Chair

Dated: 6/17/2025

Attest: 
David Streebin, Treasurer

CLIENT:

City of Norman (CITY):

Norman Utilities Authority ("NUA")

By: _____
Larry Heikkila, Mayor

By: _____
Larry Heikkila, Mayor

Dated: _____

Dated: _____

ATTEST: _____
Brenda Hall, City Clerk

ATTEST: _____
Brenda Hall, Board Secretary

Approved as to legality and form this ____
Day of _____, 2025.

Approved as to legality and form this ____
Day of _____, 2025.


City Attorney's Office


General Counsel's Office






Amd. 2 to K-2324-46 - Extra Meetings

Final Audit Report

2025-06-17

Created:	2025-06-17
By:	Amy Haase (ahaase@rdgusa.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAADrh3EHr1LQWAVsmVERYE6dsnpyl3VuWR

"Amd. 2 to K-2324-46 - Extra Meetings" History

-  Document created by Amy Haase (ahaase@rdgusa.com)
2025-06-17 - 10:05:51 PM GMT
-  Document emailed to David Streebin (dstreebin@rdgusa.com) for signature
2025-06-17 - 10:05:55 PM GMT
-  Email viewed by David Streebin (dstreebin@rdgusa.com)
2025-06-17 - 10:09:27 PM GMT
-  Document e-signed by David Streebin (dstreebin@rdgusa.com)
Signature Date: 2025-06-17 - 10:12:28 PM GMT - Time Source: server
-  Agreement completed.
2025-06-17 - 10:12:28 PM GMT





May 16, 2025

Elisabeth Muckala, Assistant City Attorney
City of Norman, Oklahoma
201 West Gray
PO Box 370
Norman, OK 73070

RE: City of Norman, Oklahoma – Norman Comprehensive Plan
RDG Planning & Design, Inc. No. R3005.831.00

Dear Elisabeth:

RDG is pleased to provide the following scope of services based on additional meetings for the Norman Comprehensive Plan project.

This scope incorporates the following:

Attendance at an additional City Council briefing dated April 22, 2025.

Attendance at the Planning Commission meeting dated May 8, 2025.

	Total Labor	Travel: Flight	Travel: Car	Travel: Food	Total
Trip 1 – 4/22/25	\$4,350.00	\$505.36	\$98.62	\$21.62	\$4,975.60
Trip 2 – 5/08/25	\$4,930.00	\$573.36	\$70.32	\$20.82	\$5,594.50

TOTAL: \$10,570

Sincerely,

Amy A. Haase, AICP
Principal

RDG Planning & Design
ahaase@rdgusa.com

402.449.0840

File Attachments for Item:

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2324-184: BY AND BETWEEN THE CITY OF NORMAN AND GSB, INC., IN THE AMOUNT OF \$8,491 FOR ADDITIONAL DESIGN SERVICES FOR THE WESTWOOD PARK GOLF AND TENNIS FACILITIES MASTER PLAN PROJECT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 6/24/2025

REQUESTER: James Briggs, Park Development Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2324-184: BY AND BETWEEN THE CITY OF NORMAN AND GSB, INC., IN THE AMOUNT OF \$8,491 FOR ADDITIONAL DESIGN SERVICES FOR THE WESTWOOD PARK GOLF AND TENNIS FACILITIES MASTER PLAN PROJECT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

On May 28, 2024, the City Council approved Contract K-2324-184 with GSB, Inc., an Architecture firm from Oklahoma City, for \$54,240 for Professional Design Services for the Westwood Park Golf & Tennis Master Plan. The Professional Services Contract included several meetings with City staff, a steering committee, stakeholders, and the user groups for these sports; design work for the site planning, building program, conceptual design, and cost estimating services for all aspects of the golf and tennis operations at the Park; and presentation graphics and meetings with the City Council to present the Master Plan. Room Tax and Community Park Development Funds funded the Master Plan project. The project kicked off in June 2024 and proceeded throughout the year, including all the meetings, design concept presentations, and revisions.

DISCUSSION:

During the master planning process, the steering committee meetings and public input comments resulted in the need to produce additional design revisions and presentation graphics for the golf and tennis facilities beyond the original contract scope. These revisions also changed the original scope of the Master Plan cost estimation services, which are an essential part of this project, as we compile project costs for several future large park improvement projects, similar to how the project list was generated for the NORMAN FORWARD program approved by voters in 2015.

There was also a request to have separate public presentation meetings for golf and tennis, additional master planning for revised parking, and a total number of buildings for the golf and tennis operations. To keep the project moving, the staff asked GSB to track their additional design time and professional rendering service costs, which will be presented after the Master

Plan process as a request for compensation for further design services (attached). Funding for those services would then be sought via a one-time appropriation from the Room Tax Fund balance into the project account rather than multiple requests each time an additional service was identified.

The Master Plan has now been approved by all committees, public comment, Park Board, and Council Study Session Meetings and is ready to be presented for final acceptance by the City. No additional work is anticipated from GSB since their original contract included the final presentation to the City Council as their final item of work. Staff agrees that the additional design services breakdown from GSB is a reasonable representation of the work required during the process necessary to get the design and cost estimation complete and ready for any future design and construction processes as they receive approval and funding.

RECOMMENDATION 1: It is recommended that the City Council appropriate funds in the amount of \$8,491 from the Room Tax Fund Balance (23-29000) into Westwood Park Master Plan, Design (Account 23794442-46201; Project RT0092)

RECOMMENDATION 2: It is recommended that the City Council approve Amendment #1 to Contract Number K-2324-57 with GSB, Inc., in the amount of \$8,491 for the Westwood Park Golf & Tennis Master Plan Project; bringing the total contract amount to \$62,731. Funding is available from the Westwood Park Master Plan design account, assuming approval of the recommended appropriation.

AMENDMENT NUMBER 1
to
PROFESSIONAL ARCHITECTURE SERVICES AGREEMENT

WHEREAS the parties, **The City of Norman**, (“Owner”), and **GSB, Inc.** (“Architect”), executed an Agreement for Professional Architecture Services (the “Agreement”) on May 28, 2024, regarding the creation of a master plan for the City’s Westwood Park located at 2400 Westport Drive, Norman, Oklahoma; and

WHEREAS, after initial public meetings and community input, design changes to the master plan were required that exceeded the scope of the Agreement; and

WHEREAS, this Amendment seeks to modify the compensation under the Agreement to account for the additional design services performed to reconfigure the master plan in accordance with the public feedback; and

WHEREAS this Amendment is effective this _____ day of _____, 2025 (the “Effective Date”).

NOW, THEREFORE, the parties desire to amend the Agreement as follows:

- I. Exhibit A, attached hereto and incorporated herein, shall be added to the Agreement’s Attachment C—Fee Schedule to account for the additional design services performed that exceeded the scope of such original Fee Schedule. With this addition of Exhibit A to Attachment C—Fee Schedule, the total compensation under the Agreement shall be \$62,731.00.

The Agreement shall only be amended as required to give full force and effect to these amendments. All other terms of the Agreement shall remain in full force and effect and if there should be any conflict, the terms of the Agreement shall prevail.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date. 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.

The City of Norman
(Owner)

GSB Architects, Inc.
(Architect)

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Attest:

Attest:

City Clerk

Secretary

Approved as to form and legality this ____ day of _____ 2025.

City Attorney

K-2324-184-1

Item 13.

Date: June 3, 2025
 Proposal No. _____
 Scope Change No.: 1R-2

Project: Westwood Park Master Plan
Project No.: 241961

Client: City of Norman
Contact: James Briggs

Phone No.: _____
Fax No.: _____

Scope Change Requested by: Owner

Scope Change Initiated by: Phil Elwell

Description of Scope Change:

GSB has utilized its allocated fee and is currently working at a deficit. This fee increase accounts for current and future design changes, master planning documentation, and participation in public and City of Norman meetings. Further, there is an additional fee for Skyline Ink, our rendering consultant, due to modifications to the site layout, specifically the reconfiguration of the tennis facility (flipping the facility). While minor rendering changes are typically included and considered part of the normal process, the scope of this reconfiguration exceeds the standard parameters. This additional scope is as directed by the Owner.

Fee for this Scope Change:

Rates as of 1/1/25

GSB, Inc.

GSB, Inc.	Rate	Hours	Fees
Sr. Principal Architect	\$318.00 /hour	0	\$0.00
Principal Design Architect	\$210.00 /hour	24	\$5,040.00
Principal Architect	\$210.00 /hour	0	\$0.00
Principal/Contract Administrator	\$210.00 /hour	0.5	\$105.00
Project Director	\$193.00 /hour	0	\$0.00
Sr. Project Architect	\$172.00 /hour	0	\$0.00
Construction Coordinator	\$151.00 /hour	0	\$0.00
Specifications Architect	\$142.00 /hour	0	\$0.00
Controller	\$142.00 /hour	0.5	\$71.00
Architect	\$153.00 /hour	14.5	\$2,218.50
Staff Level 1	\$137.00 /hour	0	\$0.00
Staff Level 2	\$116.00 /hour	0	\$0.00
Staff Level 3	\$108.00 /hour	0	\$0.00
Staff Level 4	\$102.00 /hour	0	\$0.00
Staff Level 5	\$97.00 /hour	0	\$0.00
Construction Phase Administrator	\$107.00 /hour	0	\$0.00
Executive Assistant	\$113.00 /hour	0.5	\$56.50
Secretary	\$68.00 /hour	0	\$0.00
Production Aide	\$46.00 /hour	0	\$0.00
Non-Reimb. Expenses			\$0.00
J GSB Fee Total			\$7,491.00

Reimbursables:

Reimbursables:	
Est. Reimb. Totals	\$0.00

Total Reimbursable Expenses	\$0.00
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Fees

Skyline (Rendering Updates)	\$1,000.00
<hr/>	
Consultant Fee Totals	\$1,000.00

Total Fees for this Scope Change ~ **\$8,491.00**
(Without Reimbursables)

Estimated Impact time to the Project
Schedule after receipt of Approval:

File Attachments for Item:

14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2425-60: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MUSCO SPORTS LIGHTING, LLC, FOR THE YFAC OUTDOOR SPORTS COURTS LIGHTING SYSTEM PROJECT AND FINAL PAYMENT OF \$49,027.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 6/24/2025

REQUESTER: James Briggs, Park Development Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2425-60: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MUSCO SPORTS LIGHTING, LLC, FOR THE YFAC OUTDOOR SPORTS COURTS LIGHTING SYSTEM PROJECT AND FINAL PAYMENT OF \$49,027.

BACKGROUND:

On October 10, 2024, the City Council approved Contract Number 2425-60 with Musco Sports Lighting, LLC (Musco), for the Young Family Athletic Center (YFAC) Outdoor Sports Courts Lighting System Project. This project was funded via an appropriation from the Room Tax Fund balance. The project scope included the final design, supply, and installation of outdoor sports lighting for the new pickleball, sand volleyball, and synthetic turf football practice field on the east side of the YFAC, according to the schematic design provided by the project architects from JHBR. Before this contract, the Council awarded a separate contract in August 2024 for the YFAC Outdoor Pickleball Courts Construction Project to Multisports, LLC. Their work began in September 2024 and was coordinated with the work Musco would be doing to install the lights for all of the athletic areas on the east side of the YFAC. The final price for the design, supply, and installation of the new outdoor sports court lighting project was \$145,000.

DISCUSSION:

City Council approved Contract Number K-2425-60 for the YFAC Outdoor Pickleball Courts Construction Project to Musco in the amount of \$145,000, and work began in September 2024. Monthly progress payments were made during the project construction, as work could be done during good weather in winter and spring. It should be noted that the project could not be closed out until OG&E could schedule a connection to the transformer set on the site during the original YFAC construction in anticipation of someday building these outdoor sports facilities. This final connection was delayed through the spring as OG&E became busy responding to multiple weather-related emergencies across the state.

On June 5, 2025, the City of Norman Parks and Recreation staff inspected and received final operational training from the local Musco representative for the YFAC Outdoor Sports Courts Lighting System Project. It was found to be complete as per specifications.

RECOMMENDATION:

It is recommended that the City Council accept the YFAC Outdoor Sports Courts Lighting System Project as complete and authorize the final payment of \$49,027 to Musco Sports Lighting, LLC. Funding is available for this project in the Room Tax Fund, YFAC Outdoor Pickleball Courts, Construction (Account 23793375-46101; Project RT0093).

File Attachments for Item:

15. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, OR POSTPONEMENT OF THE AWARDING OF BID 2425-30, CONTRACT K-2425-92 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND DOWNEY CONTRACTING, L.L.C., IN THE AMOUNT OF \$1,092,580, MAINTENANCE BOND MB-2425-31, PERFORMANCE BOND B-2425-42; AND STATUTORY BOND B-2425-43 FOR BISHOP CREEK ECO PARK ALSO KNOWN AS THE ALAMEDA STORMWATER PARK CONSTRUCTION PROJECT; AND RESOLUTION R-2425-137, GRANTING TAX EXEMPT STATUS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 6/24/2025

REQUESTER: James Briggs, Park Development Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, OR POSTPONEMENT OF THE AWARDED OF BID 2425-30, CONTRACT K-2425-92 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND DOWNEY CONTRACTING, L.L.C., IN THE AMOUNT OF \$1,092,580, MAINTENANCE BOND MB-2425-31, PERFORMANCE BOND B-2425-42; AND STATUTORY BOND B-2425-43 FOR BISHOP CREEK ECO PARK ALSO KNOWN AS THE ALAMEDA STORMWATER PARK CONSTRUCTION PROJECT; AND RESOLUTION R-2425-137, GRANTING TAX EXEMPT STATUS.

BACKGROUND:

On April 12, 2021, the City of Norman acquired the land at the northeast corner of Alameda Street and Carter Avenue, just east of Porter Avenue. The land is undeveloped, with heavy tree cover and a large section of Bishop Creek passing through it. On April 27, 2021, the City of Norman entered into a stand-alone contract with the Planning Design Group (P.D.G.) for design services for what was then called the "Norman Nature Park" Master Plan to be created on this site. On September 21, 2021, staff presented the Conceptual Master Plan for the Norman Nature Park to Councilmembers during a City Council Study Session. On June 14, 2022, the City Council approved and allocated \$1,500,000 in the Capital Improvements Projects Budget for fiscal year 2022-2023 (FYE23) to design and construct the Norman Nature Park (then re-named the "Carter/Alameda Stormwater Park"). P.D.G. then extended its contract to provide architectural design services for developing and constructing the "Norman Nature Park."

Those services included work related to the permitting and environmental reviews required for this site due to the United States Geological Survey-designated "Blue-line stream" on the property. P.D.G. also provided all project programming and Master Plan Refinement (including, but not limited to, a final survey of the land, geotechnical report, soil analyses, environmental study, hydrology report, securing permits, and public presentations). P.D.G. also prepared design development and construction documents. During this process, the park's name was shortened to "Alameda Stormwater Park" to label all drawings and documents. Their services continued through the bidding process and will include construction administration services.

On March 6, 2025, the Norman Board of Park Commissioners officially named the Alameda Stormwater Park Project – "Bishop Creek Eco Park".

DISCUSSION:

On January 17 and 24, 2025, Bid Number 2425-30 for the Alameda Stormwater Park Construction Project was advertised in the Norman Transcript, Southwest Construction News, e-Plan, i-Square Foot, and Bid News, and the bid was advertised on the City's website. Bid packets were distributed to seven general construction contractors, two of whom responded with complete proposals on the Bid Date of February 27, 2025.

Parks and Recreation staff reviewed the proposals, which included a base bid to do the items of work described on the Bid Form according to the construction drawings from P.D.G., as well as an Add-Alternate amount to do some additional items of work as described in the bid packet and construction drawings. When the different proposals were compared, it was determined that although all bids were over the project budget, the bid from Downey Contracting, L.L.C. (Downey) presented the best pricing to fulfill the project's goals. Once Downey was identified as the lowest responsible bidder, staff requested they work with the project manager and the architect to provide a revised estimate based on various design modifications.

It was determined that the City of Norman would be best served by proceeding with that amount of construction in the base bid that fit into the established project budget (including contingency) while leaving room to add those design features that were reduced from the scope of work ("value-engineered out") of the project later. This has been done for other projects in the City, including several of the community park projects done in the original Norman Forward program. No Add-Alternate items were considered in the process. The result will be a "Phase 1" construction project based on a completed design program, with any remaining design elements being bid later as a Phase 2 project as funding is approved. The majority of the project will be done in Phase 1, including: the construction of a new stormwater control feature (detention pond); park trails (including some boardwalk structures across the wetland areas); a parking lot with rain garden drainage control; all site grading and drainage work; solar-powered park security lighting; and preparation of the area for construction of a future playground.

Staff recommends awarding Contract Number K-2425-92 to Downey Contracting, L.L.C., in the total negotiated amount of \$1,092,580 for Bishop Creek Eco Park. Funds for this Phase 1 are available in Carter/Alameda Stormwater Park, Construction (Account 50794442-46101; Project PR0028).

RECOMMENDATION 1: It is recommended that Bid Number 2425-30 be awarded to Downey Contracting, L.L.C., in the amount of \$1,092,580 for Bishop Creek Eco Park, also known as the Alameda Stormwater Park Construction Project. The funding for this project is available in the Capital Improvement Projects Fund, Carter/Alameda Stormwater Park, Construction (Account 50794442-46101; Project PR0028).

RECOMMENDATION 2: It is further recommended that the City Council approve Contract K-2425-92, Performance Bond B-2425-42, Statutory Bond B-2425-43, and Maintenance Bond MB-2425-31 for Bishop Creek Eco Park AKA the Alameda Stormwater Park Project.

RECOMMENDATION 3: It is further recommended that Downey Contracting, L.L.C., be authorized and appointed as project agent for Bishop Creek Eco Park, AKA the Alameda Stormwater Park Construction Project, by Resolution R-2425-137 to avoid the payment of sales tax for materials purchases related to the project.

CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 2025, by and between Downey Contracting, LLC, hereinafter designated as "Contractor", and the City of Norman, a municipal corporation, hereinafter designated as "City".

WITNESSETH

WHEREAS, the City has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all said bidding documents, and has caused Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following project:

ALAMEDA STORMWATER PARK

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said Contract; and

WHEREAS, the Contractor in response to said Solicitation for Bids, has submitted to the City, in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and

WHEREAS, the City, in the manner provided by law, has opened, examined, and canvassed the proposals submitted and has determined and declared the above-named Contractor to be the lowest and best bidder on the above-prepared project, and has duly awarded this contract to said Contractor, for the total sum named in the proposal, to wit: One Million Ninety Two Thousand Five Hundred Eighty DOLLARS and Zero CENTS (\$1,092,580.00);

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed, and hereby agree, as follows:

1. The Contractor shall, in a good and first-class, workmanlike manner at their 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:

- i. Specifications, Provisions and Bonds thereto, all of which documents are on file in the office of the City Clerk of the City of Norman, and are made a part of this Contract as fully as if the same were set out at length, with the following additions and or exceptions: (If none, so state.)
- ii. The Notice to Bidders published in the Norman Transcript January 10 and 17, 2024; the Bid No. B-2425-30, containing the instructions to bidders and the special and general provisions of specifications; and the Contractor's bid or proposal; each of said instruments on file in the office of the City Clerk of the City of Norman, are made part of this contract as if fully written in detail herein or attached thereto.

Contract No. K-2425-92
Page 1 of 7

To that end, no provision of this Contract or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the City to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of the Contractor, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligation of the Contractor; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the City or in any way to restrict the freedom of the City to exercise full discretion in its dealing with the Contractor.

2. The City shall make payments to the Contractor in the following manner:

- i. The project manager, 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, to submit to the City as an application for payment. The Contractor shall furnish to the project manager, or the appropriate person, such detailed information as they may request to aid them as a guide in the preparation of the application for payment. Each estimate and application for payment must contain or have attached an affidavit as required by Senate Bills 469 of the 1974 Legislature. The City will pay Contractor within thirty (30) days of receipt of the application for payment and only after the work contained in the application for payment has been fully completed and has been approved and accepted by the City.
- ii. On completion of all the work, but prior to the acceptance thereof by the City, it shall be the duty of the project manager, or other appropriate person, to determine that said work has been completely and fully performed in accordance with this Contract and the 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 them 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 estimates to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid within thirty (30) days and only after all the work has been fully completed to the satisfaction of the City.

3. It is further agreed that the Contractor will commence said work within ten (10) days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same in one hundred eighty (180) calendar days. The City may terminate this Contract for any reason upon thirty (30) days written notice to Contractor.

4. 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:

Contract No. K-2425-92
Page 2 of 7

City:

James Briggs
Park Development Manager
City of Norman Parks & Recreation
225 N. Webster Ave.
Norman, OK 73070

Contractor:

Downey Contracting, LLC
Dan Zimbelman, Project Manager
3217 NE 63rd Street
Oklahoma City, OK 73121

*Correction: Day Zimbelman

5. Indemnification: Contractor agrees to indemnify and hold harmless the City, its officers, agents and employees from and against all liability for injuries or death to persons, legal expense or damage to property caused by Contractor's, its agents or employees performance under this Contract; provided, however, that Contractor shall not be liable for injury, damage or loss occasioned by the sole negligence of the City, its agents or employees. Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damages, suits, expenses, liability or proceedings of any kind whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from, or arising out of, Contractor's acts, omissions or operations under or in connection with this Contract. Further, the City shall not be liable or responsible to Contractor for any loss or damage to any property or person occasioned by a third party. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under this Contract.

6. Insurance: Contractor shall, at its own expense, keep in force insurance of the following types and in not less than the following amounts, issued by a company or companies licensed to do business in Oklahoma and is of sound and adequate financial responsibility, against all liabilities for accidents arising out of or in connection with Contractor's performance of this Contract, except when caused by the City's negligence or that of its agents or employees, and shall furnish to the City certificates evidencing such insurance subject to the limitations set forth above in respect to the City's sole negligence and Contractor shall furnish a certificate to the effect that such insurance shall not be changed or cancelled without ten (10) days prior notice to the City, said notice shall be written and shall be given by Contractor, to wit:

- i. Worker's Compensation Insurance and Employer's Liability Insurance as prescribed by State Statute, for all of Contractor's employees and subcontractors working on the project, with the subcontractors to also provide the same.
- ii. Provide both Commercial General Liability Insurance and Automobile Liability Insurance for personal injury and property damage in limits prescribed by the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq.) and subsequent revisions thereto,

Contract No. K-2425-92

Page 3 of 7

as follows:

- a. \$25,000 for loss of property arising out of a single act or occurrence.
- b. \$125,000 per person for any other loss arising out of a single act or occurrence.
- c. \$1,000,000 for any number of claims arising out of a single act or occurrence.

7. Miscellaneous:

- i. *Counterparts*: This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute the same instrument.
- ii. *Severability*: If any provision of this Contract 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.
- iii. *Governing Law; Venue*: This Contract 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.
- iv. *Authority*: Each party hereto has the legal right, power and authority to enter into this Contract. Each party's execution, delivery and performance of this Contract has been duly authorized, and no other action is requisite to the valid and binding execution, delivery and performance of this Contract, except as expressly set forth herein.
- v. *Entire Agreement; Amendments*: This Contract and the associated Contract Documents constitute the entire agreement among the parties hereto and may not be amended or modified, except in writing, signed by each of the parties hereto. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- vi. *Assignment*: This Contract shall not be assigned by Contractor without prior written consent of the City.
- vii. *Nondiscrimination*: Contractor acknowledges that the Certification of Nondiscrimination completed with their bid proposal is incorporated herein and thereby agrees to comply with the requirements contained in such certification throughout the performance of this Contract.

viii. *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.

8. The sworn statement below must be signed and notarized before this Contract will become effective.

[Signatures on following page]

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals respectively as of 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.

CONTRACTOR

Corporate Seal (where applicable)

BY: [Signature]
President or Managing Member

ATTEST:

[Signature]
Corporate Secretary (where applicable)
Witness

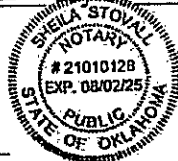
STATE OF OKLAHOMA)

COUNTY OF OKLAHOMA)



Brandon Downey, of lawful age, being first duly sworn, on oath says that (x)he is the agent authorized by Contractor to submit the above Contract to the City. Affiant further states that Contractor has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

Subscribed and sworn to before me this 10th day of June, 2025.



[Signature]
Notary Public

My Commission Expires: 08/02/2025

Commission Number: 21010128

CITY OF NORMAN

Approved as to form and legality this _____ day of _____, 2025.

City Attorney

Approved by the City Council this _____ day of _____, 2025.

Mayor

ATTEST:

City Clerk

Contract No. K-2425-92
Page 6 of 7

PAYMENT AFFIDAVIT

STATE OF OKLAHOMA

P.O. NO. _____

COUNTY OF OKLAHOMA

INVOICE NO. _____

AMOUNT _____

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. Affiant further states that the work, as shown by this invoice, has been completed in accordance with the plans and specifications furnished the Affiant. Affiant further states that (s)he has made no payments, 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, money or any other thing of value to obtain payment of the invoice or to procure award of this Contract order pursuant to which an invoice is submitted.

Downey Contracting, L.L.C.
Company Name

By: Engineer, or Supervisory Official

Subscribed and sworn to before me this _____ day of _____, 2025.

Notary Public (or Officer having Power to
Administer Oaths)

My Commission Expires: _____

My Commission Number: _____

Contract No. K-2425-92

Page 7 of 7

BID AFFIDAVITS

The following affidavits are to accompany the bid:

A. **Non-Collusion Affidavit**STATE OF OKLAHOMA)COUNTY OF OKLAHOMA)

Brandon Downey, of lawful age, being first duly sworn on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any government official or employee as to quantity, quality, or price in the prospective contract, of any other terms of said prospective contract; or in any discussions between bidders and any government official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Norman (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

SIGNED: 

Brandon Downey, Manager



Subscribed and sworn to before me this 10th day of June, 2025.




Notary Public Sheila Stovall

My Commission Expires: 08/02/2025My Commission Number: 21010128

B. Business Relationships AffidavitSTATE OF OKLAHOMA)COUNTY OF OKLAHOMA)

Brandon Downey, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

None

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

None

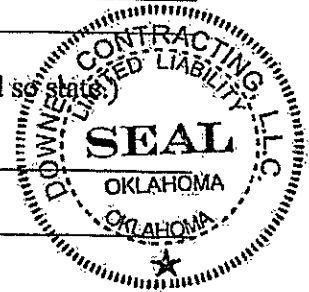
Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

None

(If none of the business relationships herein above mentioned exist, affiant should so state.)

By: Brandon Downey

Title: Manager



Subscribed and sworn to before me this 10th day of June, 2025.



Sheila Stovall
Notary Public Sheila Stovall

My Commission Expires: 08/02/2025

My Commission Number: 21010128

C. False Information AffidavitSTATE OF OKLAHOMA)COUNTY OF OKLAHOMA)

Brandon Downey, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm/Company of Downey Contracting, L.L.C. to submit the above Contract to the City of Norman, Oklahoma.

This affidavit further states that neither the bidding company nor any other company, owned previously owned by anyone who is in an ownership or managerial capacity with the bidding company has ever knowingly submitted false information to the City.

Brandon Downey
Contractor Brandon Downey, Manager



Subscribed and sworn to before me this 10th day of June, 2025.



Sheila Stovall
Notary Public

Sheila Stovall

My Commission Expires: 08/02/2025

My Commission Number: 21010128

CERTIFICATION OF NONDISCRIMINATION

In connection with the performance of work under this contract, the contractor agrees as follows:

- A. The contractor 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 Contractor 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 Contractor and Subcontractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions in this section.
- B. In the event of the Contractor's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The Contractor 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 Contractor.
- C. The Contractor agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

I have read the above stated clause and agree to abide by its requirements.

By: BL

Brandon Downey

Title: Manager



Sworn to and subscribed before me this 10th day of June, 2025.

Sheila Stovall
Notary Public Sheila Stovall #21010128



My commission expires: 08/02/2025

RICH & CARTMILL, INC.
EST. 1922 INSURANCE • BONDS

June 5, 2025

The City of Norman
201 W Gray St
Norman, OK 73069

RE: Downey Contracting, L.L.C.
Bond #9481659
Project: City of Norman - Alameda Stormwater Park

Dear Sir/Madam:

Please let this letter serve as authorization to date the bonds and powers of attorney for the above-captioned bonds. This authority may be extended by you the owner, or to the architect, or their designated representatives.

Should you have any questions, please feel free to call.

Sincerely,

Carey L. Kennemer

Carey L. Kennemer, Attorney-in-Fact for Fidelity and Deposit Company of Maryland

Lameda Stormwater Park - No Playground

City of Norman, OK

DATE: April 25, 2025

BASE BID ITEMS

Item	Description	Unit	Quantity	Unit Cost	Total Cost
1	General Conditions/Bonding/Insurance - CIP	LS	1	140,000.00	140,000.00
2	Staking - CIP	LS	1	10,000.00	10,000.00
3	Earthwork - CIP	LS	1	215,000.00	215,000.00
4	Erosion control - CIP	LS	1	10,000.00	10,000.00
5	Construction Entrance - CIP	LS	1	4,000.00	4,000.00
6	Solar Site Lighting (20' H. Pole Lighting) - CIP	EA	5	11,300.00	56,500.00
7	Water Service w/ Meter and Service Line - CIP	LS	0	15,000.00	0.00
8	Drinking Fountain - CIP	LS	0	8,500.00	0.00
9	Aggregate Base (Parking Lot) - CIP	CY	149	170.00	25,330.00
10	Asphalt Pavement (Parking Lot) - CIP	SY	755	58.00	43,790.00
11	Curb & Gutter (Parking Lot) - CIP	LF	418	42.00	17,556.00
12	Traffic Striping (Parking Lot) - CIP	LS	1	1,250.00	1,250.00
13	Eco City Lock Pavers (Parking Lot) - CIP	SF	0	17.00	0.00
14	Conc. Drive Entrance (Parking Lot) - CIP	SY	60	74.00	4,440.00
15	8' Parking Blocks (Parking Lot) - CIP	EA	2	245.00	490.00
16	ADA Signs (Parking Lot) - CIP	EA	2	480.00	960.00
17	8" Solid PVC Pipe (Parking Lot) - CIP	LF	78	42.00	3,276.00
18	8" Perforated PVC Pipe (Parking Lot) - CIP	LF	0	42.00	0.00
19	12" ADS Basin (Parking Lot) - CIP	EA	1	1,375.00	1,375.00
20	15" ADS Basin (Parking Lot) - CIP	EA	1	1,650.00	1,650.00
21	Concrete End Section - CIP	EA	1	1,500.00	1,500.00
22	6" HDPE Solid Drain Line (Playground) - CIP	LF	0	38.00	0.00
23	4" Perforated Drain Line (Playground) - CIP	LF	0	34.00	0.00
24	4" HDPE Solid Drain Line (Playground) - CIP	LF	0	35.00	0.00
25	Atrium Drain (Playground) - CIP	EA	0	1,000.00	0.00
26	Cleanout (Playground) - CIP	EA	0	250.00	0.00
27	Architectural Conc Walls - CIP	LF	212	400.00	84,800.00
28	10" W. Turf Curb - CIP	LF	0	24.00	0.00
29	Concrete Pavement (4") - CIP	SF	5,458	13.00	70,954.00
30	Concrete Pavement (4" w/ Batch Color) - CIP	SF	2,111	13.00	27,443.00
31	Synthetic Turf (flat) - CIP	SF	0	19.00	0.00
32	PIP rubberized surface - CIP	SF	0	26.00	0.00
33	Playground Equipment - CIP	LS	0	137,000.00	0.00
34	ADA Handrail/Guardrail - CIP	LF	42	253.00	10,626.00
35	Boardwalk - CIP	SF	583	485.00	282,755.00
36	Picnic Tables - CIP	EA	0	9,300.00	0.00
37	Trash Receptacles - CIP	EA	0	4,400.00	0.00
38	Small Educational Nature Sign - CIP	EA	0	725.00	0.00
39	Large Educational Nature Sign - CIP	EA	0	2,150.00	0.00
40	Rules Sign - CIP	EA	0	1,900.00	0.00
41	Decomposed Granite Trail w/ Binder - CIP	SF	2,859	15.00	42,885.00
42	Decomposed Granite Bed without Binder - CIP	SF	0	7.00	0.00
43	24"x18"x5' Cut stone slab - CIP	EA	0	1,600.00	0.00
44	Limestone LS Boulders - CIP	TON	0	450.00	0.00
45	Rain Garden - CIP	SF	1,500	24.00	36,000.00
46	Landscape - CIP	LS	0	57,000.00	0.00
47	Trees w/ Gator Bag - CIP	EA	0	800.00	0.00
48	Native Seed Short Mix - CIP	SF	0	0.60	0.00
49	Native Seed Tall Mix - CIP	SF	0	0.60	0.00

TOTAL FOR BASE BID ITEMS

1,092,580.00

REDUCED

REMOVED

ITEMS THAT WILL NEED TO BE ADDED BACK IN
1 SOD OR HYDROMULCH

Downey Contracting, LLC agrees to the following amended Value Engineering items, quantities and revisions with notes and comments.

Date: May 1, 2025

Downey Contracting, LLC

3217 NE 63rd Street

Oklahoma City, OK 73121

Day Zimbelman, Project Manager

Contractor reduced

Contractor reduced

Removed 70 Linear Feet of Wall, Removed
Form Liners

Removed Integral Batch Color

Removed 281 SF of small connection walk

Reduced area by 500 SF, No Plants or
Boulders, Rock Only

STATUTORY BOND

Know all men by these presents, that Downey Contracting, LLC, as Principal, and Fidelity and Deposit Company of Maryland, a corporation organized under the laws of the State of Illinois, 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 and city of the first class, of the State of Oklahoma, in the penal sum of One Million Ninety Two Thousand Five Hundred Eighty DOLLARS and Zero CENTS (\$1,092,580.00), for the payment of which sum Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 2025.

WHEREAS, the conditions of this obligation are such that the above Principal is the lowest and best bidder for the making of the following City work and improvement, viz.:

ALAMEDA STORMWATER PARK

and has entered into a certain written contract (K-2425-92) with the CITY OF NORMAN, dated _____, 2025, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain specifications heretofore made, adopted and placed on file in the office of the City Clerk of the City of Norman.

NOW, THEREFORE, if the said Principal, shall properly and promptly complete the work on the above named project in accordance with the contract, and shall well and truly pay all indebtedness incurred for labor and material and repairs to and parts for equipment furnished in the making of said project incurred by the Principal or subcontractors, 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, 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 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), and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

[Signatures on following page]

(Corporate Seal) (where applicable)

ATTEST:

Corporate Secretary (where applicable)



Principal Downey Contracting, L.L.C.

Signed: Brandon Downey

Brandon Downey, Manager

Address: 3217 NE 63rd St, OKC, OK 73121

(Corporate Seal) (where applicable)

ATTEST:

Title: Callie Woodard, Witness

Surety Fidelity and Deposit Company of Maryland

Signed: Carey L. KennemerPrinted: Carey L. KennemerTitle: Attorney-in-FactAddress: 9401 Cedar Lake Ave, OKC, OK 73114STATE OF Oklahoma, COUNTY OF Oklahoma, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this ____ day of _____, 2025, personally appeared _____ to me known to be the identical person who executed the foregoing, 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 the day and year last above written.

Notary Public

My Commission Expires: _____

My Commission Number: _____

Approved as to form and legality this ____ day of _____, 2025.

City Attorney

Approved by the Council of the City of Norman, this ____ day of _____, 2025.

ATTEST:

Mayor_____
City Clerk

Statutory Bond No. B-2425-43

Page 2 of 2

PERFORMANCE BOND

Know all men by these presents, that Downey Contracting, LLC, as Principal, and Fidelity and Deposit Company of Maryland, a corporation organized under the laws of the State of Illinois, 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 and city of the first class, of the State of Oklahoma, in the full and just sum of One Million Ninety Two Thousand Five Hundred Eighty DOLLARS and Zero CENTS (\$1,092,580.00), for the payment of which sum Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 2025.

WHEREAS, the conditions of this obligation are such, that said Principal is the lowest and best bidder for the making of the following city work and improvements, viz.:

ALAMEDA STORMWATER PARK

and has entered into a certain written contract (K-2425-92) with the CITY OF NORMAN dated _____, 2025, for the erection and construction of the above named project, that said Contract being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully perform and abide by said Contract and each and all specifications and covenants thereto and shall fulfill all obligations resting upon said Principal by the terms of said contract and said specifications; and if said Principal shall promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor performed on said work, whether incurred by Principal or subcontracts; and if said Principal shall protect and hold harmless the City of Norman from all loss, damage and expense to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or its agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of said Principal or its agents, servants, or employees, and if said Principal shall protect and save the City of Norman 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 to be and remain in full force and effect.

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), and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

(Corporate Seal) (where applicable)

ATTEST:

Joanna K. Kuhn
 Corporate Secretary (where applicable)



Principal Downey Contracting, L.L.C.

Signed: *Brandon Downey*
 Title: Brandon Downey, Manager

Address: 3217 NE 63rd St, OKC, OK 73121

(Corporate Seal) (where applicable)

ATTEST:

Callie Woodard
 Title: Callie Woodard, Witness

Surety Fidelity and Deposit Company of Maryland

Signed: *Carey L. Kennermer*Printed: Carey L. KennermerTitle: Attorney-in-FactAddress: 9401 Cedar Lake Ave, OKC, OK 73114STATE OF Oklahoma, COUNTY OF Oklahoma, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 2025, personally appeared _____ to me known to be the identical person who executed the foregoing, 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 the day and year last above written.

My Commission Expires: _____
 My Commission Number: _____

Notary Public

Approved as to form and legality this _____ day of _____, 2025.

City Attorney

Approved by the Council of the City of Norman, this _____ day of _____, 2025.

ATTEST:

Mayor

City Clerk

Performance Bond No. B-2425-42
 Page 2 of 2

MAINTENANCE BOND

Know all men by these presents, that Downey Contracting, LLC, as Principal, and Fidelity and Deposit Company of Maryland, as a corporation organized under the laws of the State of Illinois, and authorized to transact business in the state of Oklahoma, as Surety, are jointly and severally, firmly held and bound unto the City of Norman, herein called City, in the penal sum of One Million Ninety Two Thousand Five Hundred Eighty DOLLARS and Zero CENTS (\$1,092,580.00), in lawful money of the United States of America, same being one hundred percent (100%) of the cost of construction herein referred to for the payment of which sum Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 2025.

WHEREAS, the conditions of this obligation are such, that said Principal is the lowest and best bidder for the making of the following city work and improvements, viz.:

ALAMEDA STORMWATER PARK

WHEREAS, the Principal, has entered into a certain Contract (K-2425-92) with the City dated _____, 2025, for the erection and construction of the above named Project, that Contract being incorporated herein by references as if fully set forth; and,

WHEREAS, under the ordinances of the City, the said Principal is required to furnish to the City a maintenance bond covering the said Project, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the said Project.

NOW, THEREFORE, the said Principal shall keep and maintain, subject to normal wear and tear, the said Project, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, for a period of one (1) year from the date of the written final acceptance thereof by the City, and shall promptly repair, without notice from the City, any and all defects or failures occurring or arising from improper workmanship, materials, or failure to protect new work until it is accepted within a period of one (1) year without notice from said City, and without expense to said City, thence this obligation shall be null and void and of no force and effect; ; otherwise to be and remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the Principal to make any needed repairs upon said Project, or to maintain any part of the same, 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 repairs, or otherwise maintaining the said Project.

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.

Maintenance Bond No. MB-2425-31

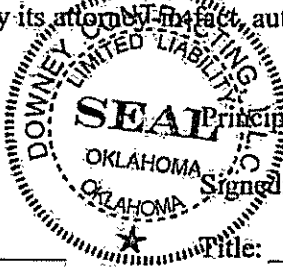
Page 1 of 3

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), and the said Surety has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its attorney-in-fact, authorized to do so, the day and year first above written..

(Corporate Seal) (where applicable)

ATTEST:

Sharon Kyle
Corporate Secretary (where applicable)



Principal Downey Contracting, L.L.C.

Signed: Brandon Downey
Title: Brandon Downey, Manager

Address: 3217 NE 63rd St, OKC, OK 73121

(Corporate Seal) (where applicable)

ATTEST:

Callie Woodard
Title: Callie Woodard, Witness

Surety Fidelity and Deposit Company of Maryland

Signed: Carey L. Kennemer

Printed: Carey L. Kennemer

Title: Attorney-in-Fact

Address: 9401 Cedar Lake Ave, OKC, OK 73114

STATE OF Oklahoma, COUNTY OF Oklahoma, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this ____ day of _____, 2025, personally appeared _____ to me known to be the identical person who executed the foregoing, 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 the day and year last above written.

Notary Public

My Commission Expires: _____
My Commission Number: _____

Approved as to form and legality this _____ day of _____, 2025.

City Attorney

Approved by the Council of the City of Norman, this _____ day of _____, 2025

ATTEST:

Mayor

City Clerk

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint to Clayton HOWELL, Vicki WILSON, Austin K. GREENHAW, J. Kelly DEER, Shelli R. SAMSEL, Travis E. BROWN, Jamie BURRIS, Vaughn P. GRAHAM, Vaughn P. GRAHAM, JR., Stephen M. POLEMAN, Deborah L. RAPER, Dwight A. PILGRIM, Gary LILES, Randy D. WEBB, Bobby Joe YOUNG, Aaron WOOLSEY, Carey L. KENNEMER, Kristin LEWIS, Joshua BRYAN, Becky KILLMAN of Tulsa, Oklahoma, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.


The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 04th day of January, A.D. 2024.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND


By: Robert D. Murray
Vice President


By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 04th day of January, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



DOWNCON-06

Item 15.

DATE (MM/DD/YYYY)
6/5/2025

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Rich & Cartmill, Inc.
9401 Cedar Lake Avenue
Oklahoma City, OK 73114

CONTACT Diane Shepard
NAME:
PHONE (A/C, No, Ext): (405) 463-7520 FAX (A/C, No):
E-MAIL: dshepard@rcins.com
ADDRESS:

INSURED

Downey Contracting LLC
3217 NE 63rd Street
Oklahoma City, OK 73121

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Ins Co	35289
INSURER B: National Fire Ins Co of Hart	20478
INSURER C: Columbia Casualty Company	31127
INSURER D: Charter Oak Fire Ins Company	25615
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		6080102150	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		6080102116	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		6080102133	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	6080102147	2/1/2025	2/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability		7039462595	4/26/2025	4/26/2026	Agg/Each Occ \$ 5,000,000
D	Builder's Risk		QT-660-5K689663-COF-25	2/1/2025	2/1/2026	Any One Occurrence 20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract (K-2425-92) Alamea Stormwater Park
City of Norman will be provided with a 30-day notice of cancellation (exception of a 10-day notice for non-payment of premium) on the Commercial General Liability, Automobile Liability and Workers' Compensation & Employer's Liability policies, each as required by written contract with the Named Insured (and subject to specific policy coverages, exclusions, limitations, conditions and definitions).

CERTIFICATE HOLDER

City of Norman
225 N. Webster Ave.
Norman, OK 73070

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: DOWNCON-06

LOC #: 1

Item 15.

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Rich & Cartmill, Inc.		NAMED INSURED Downey Contracting LLC 3217 NE 63rd Street Oklahoma City, OK 73121	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Contractor's Equipment Floater Policy
Coverage - \$525,000 Leased/Borrowed/Rented Any One Item - \$2,500 Deductible Applies
Insurance Carrier - The Charter Oak Fire Insurance Company (Travelers)
Policy Period - February 1, 2025 to February 1, 2026
Policy Number - QT-660-5K689663-COF-25

R-2425-92

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING DOWNEY CONTRACTING, L.L.C., AS PROJECT AGENT FOR THE BISHOP CREEK ECO PARK ALSO KNOWN AS THE ALAMEDA STORMWATER PARK CONSTRUCTION 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 Downey Contracting, L.L.C., for the Bishop Creek Eco Park also known as the Alameda Stormwater Park Construction Project; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Downey Contracting, 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, Downey Contracting, L.L.C., to purchase materials which are in fact used for the Rehabilitation of the Bishop Creek Eco Park also known as the Alameda Stormwater Park Construction Project; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that Downey Contracting, L.L.C., shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

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

- § 4. That the City of Norman, Oklahoma, on the 24th day of June, 2025, did appoint Downey Contracting, L.L.C., who is involved with the Rehabilitation of the Bishop Creek Eco Park also known as the Alameda Stormwater Park Construction 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 Bishop Creek Eco Park also known as the Alameda Stormwater Park Construction Project.

PASSED AND ADOPTED this 24th day of June, 2025.

Mayor (Larry Heikkila)

ATTEST:

City Clerk

File Attachments for Item:

18. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2425-126: AN AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NORMAN PUBLIC SCHOOLS TO LEASE SPACE IN BOTH IRVING AND WHITTIER RECREATION CENTERS FOR THE PARKS DEPARTMENT TO OPERATE CHILDCARE PROGRAMMING FOR THE PUBLIC.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 06/24/2025

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2425-126: AN AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NORMAN PUBLIC SCHOOLS TO LEASE SPACE IN BOTH IRVING AND WHITTIER RECREATION CENTERS FOR THE PARKS DEPARTMENT TO OPERATE CHILDCARE PROGRAMMING FOR THE PUBLIC.

BACKGROUND:

In 1974, the City of Norman submitted a measure to the voters requesting approval of General Obligation Bonds in the amount of \$750,000 to purchase land and construct, furnish, and equip recreational facilities. The voters approved the measure. In 1975, the City purchased 3.2 acres from the Norman Public School System (NPS) for \$150,000 and built recreational facilities at Irving Middle School, 125 Vicksburg Avenue, and Whittier Middle School, 2000 W. Brooks Street. The recreational facilities are entirely enclosed by NPS property.

Over the years, the City has used the recreational facilities for youth sports, afterschool programs, and summer camps. NPS uses recreational facilities for assemblies, plays, performances, physical education, basketball games, and other school-related activities. In February 2024, the City began using the Young Family Athletic Center for its youth sports programs and abandoned the Irving and Whittier recreational facilities. The City's afterschool programs and summer camps use only a small portion of the recreational facilities.

On February 11, 2025, the City Council voted to pass on ownership of both the Irving and Whittier Recreation Centers to Norman Public School system through a quit claim deed.

DISCUSSION:

In the discussion of transferring ownership of the Irving and Whittier Recreation Centers to NPS, both the City and NPS agreed that the childcare programs operated by the Parks Department needed to continue at both recreation centers. In K-2425-126, the contract term is 25 years at no cost to the City and will allow Parks to operate both Afterschool and Summer Camp programs. NPS also agrees that all fees collected from childcare would belong to the Parks Department,

NPS would provide access to the school's public WiFi, the City will keep their space clean, and the City could make improvements to the leased space with written permission from NPS.

RECOMMENDATION:

Staff recommends the City Council to approve K-2425-126 for the Leasing of space in both the Irving and Whitter Recreation Centers for the Norman Parks Department to Operate Childcare Programming for the Public

LEASE AGREEMENT

BETWEEN THE CITY OF NORMAN AND NORMAN PUBLIC SCHOOLS

This Lease Agreement, made and entered into this 9th day of June, 2025 (the "Effective Date"), by and between the City of Norman, Oklahoma ("City") and Independent School District No. 29 of Cleveland County, Oklahoma ("NPS").

WHEREAS, the City formerly owned, and NPS is the current owner of properties in Cleveland County, Oklahoma known as the Irving Recreation Center, located at 125 Vicksburg Ave., Norman, Oklahoma, and Whitter Recreation Center, located at 2000 W Brooks St., Norman, Oklahoma (together the "Properties"); and

WHEREAS, because of its previous ownership of the Properties, the City has operated an after-school and all-day summer camp program out of the Properties since 1975; and

WHEREAS, due to the change in ownership of the Properties from the City to NPS, for such childcare programs to continue to be operated by the City, the City seeks to lease a portion of the Properties from NPS during the hours of operation of the childcare programs; and

WHEREAS, the City and NPS desire for the operation of such childcare programs to continue as they are beneficial to both parties and the communities they serve, and thereby desire to enter into this Lease Agreement to effectuate such purpose.

NOW, THEREFORE, IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, to effectuate the purposes stated above, and the mutual covenants and agreements contained herein, the parties agree as follows:

1. **TERM:** The term of this Agreement shall commence on the Effective Date and continue for a period of twenty-five (25) years thereafter (the "Initial Term"), unless earlier terminated pursuant to the provisions set forth herein, with an option to renew for subsequent additional twenty-five (25) year terms (each a "Renewal Term") with the mutual consent of the parties which consent shall not be unreasonably withheld. In the event the parties agree to a Renewal Term, they shall negotiate the conditions that attach to a new 25-year term which may be the same or different from the lease terms for the Initial Term of this Agreement. The parties understand that this Agreement and any continuation of this Agreement through Renewal Term(s) is subject to sufficient annual appropriations by the City for the fiscal year (July 1 to June 30) in which the Agreement is to be active.
2. **LEASE OF PROPERTIES:**
 - A) NPS agrees to lease a portion of the Properties (the "Leased Portion"), as described in Exhibit A, attached hereto and incorporated herein, to the City, together with all easements, rights, and appurtenances in connection therewith for the shared use by the City as described herein. NPS also agrees to provide all utilities for the Leased Portion at no cost to the City, including access to NPS' public WiFi.

- B) It is agreed between the parties hereto that the purpose of this lease is for the City to continue to operate the longstanding childcare programs for the Norman community. The City and NPS agree that the City shall use the Leased Portion exclusively for this purpose. Further, NPS agrees that it will not interfere or impede the City's use of the Leased Portion for this purpose during the regular hours of operation of the childcare programs. In the event the City ceases to use the Leased Portion for the purpose described in this Agreement, the lease shall automatically terminate and all obligations created by this lease shall end as to the parties.
- C) The childcare programs consist of: 1) an after school program, operating during the school year (August to May) during the hours of 3:00p.m. to 6:00p.m.; and 2) an all-day summer camp program, operating from May to August during the hours of 7:00a.m. to 6:00p.m. The employees utilized in the operation of such childcare programs shall be the employees of the City and at no time be deemed the employees of NPS.
- D) NPS agrees that any fees collected by the City for the childcare programs shall be retained exclusively by the City to be used for the operation of the childcare programs.
- E) The City agrees to keep the Leased Portion in a clean and orderly manner at all times and to timely report any damages to the Leased Portion and need for repairs, if any, during its use. The City agrees to be responsible for damages to the Leased Portion that result solely from Tenant Misuse. The term "Tenant Misuse" shall not include ordinary wear and tear on the Leased Portion, but shall mean any act that causes damage to the Leased Portion and that arises out of the City's use of the Leased Portion not permitted by the terms of this Agreement or that is caused by negligent or willful acts of the City, its employees, agents, invitees, or users.
- F) Upon written, mutual agreement of the Parties, such consent not unreasonably withheld, the City may make tenant improvements to the Leased Portion as needed for the successful operation of the childcare programs.

3. LIABILITY:

- A) To the extent permitted by applicable law, each of the parties agree to release, hold harmless, and not institute any suit or action at law and equity or file any claim of any nature whatsoever against each other, their agents, assigns or employees or officers by reason of the party's own use of the Properties.
- B) To the extent permitted by applicable law, the City agrees to indemnify NPS in suits at equity and at law, arising from the City's use of the Properties under this Agreement; but in no way shall this Agreement be considered a waiver of the City's

defenses under 51 O.S. § 151 et seq.

- C) To the extent permitted by applicable law, NPS agrees to indemnify the City in suits at equity and at law, arising from NPS' use and maintenance of the Properties; but in no way shall this Agreement be considered a waiver of the NPS' defenses under 51 O.S. § 151 et seq.

4. TERMINATION:

- A) *For Cause*: This Agreement may be terminated, upon written notice, by either party in the event of substantial failure by the other party to perform in accordance with its material duties or obligations under this Agreement. The written notice shall be provided within fifteen (15) days of the default and specify the event of default under the Agreement. The defaulting party shall have ninety (90) days after written notice is given to cure the default. If the default is not cured in all material respects, the non-defaulting party may terminate the Agreement.
- B) *For Convenience*: The City may terminate this Agreement for any reason upon sixty (60) days written notice to NPS.
- C) *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. The affected party will promptly notify the other party of the force majeure event, use its reasonable commercial efforts to promptly correct such event and restore performance as soon as practicable once the event has subsided. In the event NPS, in its sole discretion, deems the area unusable and unrestorable, this Agreement shall become null and void and shall terminate upon notice to the City. If this occurs, NPS has no obligation to provide other space in the location or an alternate location for the City's use for the purposes specified in this Agreement.
5. **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: Director of Parks and Recreation
 225 N. Webster Ave.
 Norman, OK 73070

NPS: Superintendent, Norman Public Schools
 131 S Flood Ave.
 Norman, OK 73069

6. 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 inure 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. Further, the employees or agents of each party engaged in the performance of this Agreement shall continue to be the employees or agents of that party and shall not under any circumstances be considered for any purpose to be employees or agents of the other party.
- 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

K-2425-126

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.

In Witness Whereof, the parties hereunto set their hands and seal 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.

CITY OF NORMAN

APPROVED this _____ day of _____, 2025 by the Norman City Council.

Larry Heikkila, Mayor

ATTEST:

Brenda Hall, City Clerk

APPROVED as to form and legality this _____ day of _____, 2025.

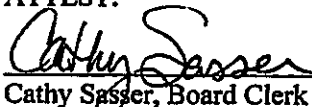
City Attorney

INDEPENDENT SCHOOL DISTRICT NO. 29 OF CLEVELAND COUNTY, OK

BY: 

Alex Ruggier, Vice President,
Board of Education

ATTEST:


Cathy Sasser, Board Clerk

APPROVED as to form and legality this 9th day of June, 2025.


Attorney for Norman Public Schools

[illegible]

File Attachments for Item:

22. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-138: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$75,000 FROM THE CAPITAL IMPROVEMENT PROJECT FOR HVAC MONITORING TO THE EMERGENCY PROJECTS AND CONTINGENCY ACCOUNT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 06/24/2025

REQUESTER: Lance Harper, Facilities and Construction Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-138: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$75,000 FROM THE CAPITAL IMPROVEMENT PROJECT FOR HVAC MONITORING TO THE EMERGENCY PROJECTS AND CONTINGENCY ACCOUNT.

BACKGROUND:

In the fiscal year 2024-25 (FYE25) budget, The Facilities Maintenance Division proposed through the Parks and Recreation Department a Capital Improvement Project (CIP) for the HVAC Monitoring Capital Improvements Project, which was approved and funded at \$75,000. This project would have involved adding monitoring systems to existing HVAC systems. This would allow for centralized monitoring of City facilities' heating, ventilating and air conditioning (HVAC) systems. Installation of these monitoring systems would enable, occupied and holiday/vacant schedules for each building, resulting in financial and energy savings. Several monitoring systems were installed during FYE 25) at no cost to the City; the project account will now have a surplus for the remainder of the year.

DISCUSSION:

The Facilities Division has endured significant and unanticipated costs for mold removal and roofing repairs this fiscal year. Our current Mold and Roofing CIP accounts have been depleted. There is an outstanding invoice for mold removal at City Hall, and several roof leaks have occurred at City Hall this spring. We request that freed-up HVAC Monitoring Capital Improvement funds of \$70,000 be transferred to the Emergency Projects and Contingency Account within the Capital Fund. This will fund the mold removal in City Hall and further emergency repairs to City facilities.

RECOMMENDATION:

It is recommended that the City Council approve Resolution R-2425-138 transferring \$70,000 from HVAC Monitoring Capital Improvements, Design (Account 50196677-46201; Project EF0240) to Emergency Projects and Contingency, Construction (Account 50595540-46101; Project EF1010).

Item 22.

R-2425-138

A RESOLUTION OF THE COUNCIL OF THE CITY OF
NORMAN, OKLAHOMA, TRANSFERRING \$70,000 FROM THE
HVAC MONITORING CAPITAL IMPROVEMENTS PROJECT TO
BE USED FOR EMERGENCY ROOF LEAKS AND MOLD
REMEDiation IN CITY HALL.

- § 1. WHEREAS, the Facilities Division has endured significant and unanticipated costs for mold removal and roofing repairs this fiscal year; and
- § 2. WHEREAS, there was several roof leaks at City Hall this spring as well as mold remediation and all mold and roofing accounts have depleted; and
- § 3. WHEREAS, currently there are funds budgeted in the HVAC Monitoring Project in the amount of \$70,000 that were not expended this fiscal year; and
- § 4. WHEREAS, it is necessary to transfer \$70,000 to the Emergency Projects and Contingency construction account to pay the outstanding invoices for emergency roof and mold remediation in City Hall.

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

- § 5. That the following transfer of funds be approved for the reason as stated above.

<u>Account Name</u> (Gaining Account)	<u>Losing Account</u>	<u>Gaining Account</u> <u>Number</u>	<u>Amount</u>
Emergency Projects and Contingency, Construction	HVAC Monitoring Capital Improvements, Design 50196677-46201; Project EF0240	50595540-46101; Project EF1010	\$70,000

PASSED AND ADOPTED this _____ day of _____, 2024

Mayor

ATTEST:

City Clerk

File Attachments for Item:

31. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-107: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ADOPTING THE AIM NORMAN PARKS, RECREATION & CULTURAL MASTER PLAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 06/24/2025

REQUESTER: City of Norman

PRESENTER: James Briggs, Park Development Manager

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-107: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ADOPTING THE AIM NORMAN PARKS, RECREATION & CULTURAL MASTER PLAN.

BACKGROUND:

The City of Norman released a Request for Proposal (RFP-2223-29) in September of 2022, seeking proposals from qualified consultants for professional services to prepare the following documents for the City of Norman:

- Comprehensive Land Use Plan;
- Housing Strategy Plan;
- Comprehensive Transportation Plan Update;
- Stormwater Master Plan Update;
- Water Hydraulic Modeling Update;
- Wastewater Master Plan; and
- Sanitation Master Plan.

The citywide proposal was to develop an all-encompassing vision for the community that can be supported by all. To facilitate this objective, the City of Norman sought to update its Comprehensive Transportation Plan, Stormwater Master Plan, Water Hydraulic Modeling, and develop Wastewater and Sanitation Master Plans to ensure improvements to the City's infrastructure align with the vision and policies of the new Comprehensive Plan..

As set forth in the RFP, Public Engagement was designed to address three key tasks:

Task 1 – Norman Today – Where are we now?

This process was designed to consist of a review of background documents, economic and development trends, hazard mitigation and environmental constraints, land use inventory and urban design, transportation, public facilities and infrastructure, and housing and neighborhoods.

Task 2 – Norman Tomorrow – Where do we want to go?

This process was designed to review the vision and future land use opportunities, or constraints and develop goals and principles based on community engagement and understanding where we are today.

Task 3 – Norman Tomorrow – How do we get there?

This process was designed to develop Plan Elements for the various included master plans, utilizing the overarching goals and principles to define the program and design of the city and outline the specific plan elements and systems that guide the City's future, thus creating a cohesive strategy across the city and departments, and for all of the included individual masterplans.

Through the RFP process, a team consisting of seven City Staff members and two citizen members selected RDG Planning & Design, Inc. Contract K-2324-46 with RDG was approved by City Council on July 25, 2023. The final scope included all of the proposed individual master plans except that it was determined that the City did not require a Sanitation Master Plan update at this time. Thereafter, and on September 26, 2023, K-2324-46 was amended to include services for the creation of a Parks Recreation and Trails Master Plan, again bringing the total number of included master plans to seven.

An Ad Hoc Steering Committee to work with the City and its consultants in creating the "Area and Infrastructure Master Plan" ("AIM Norman") was originally appointed by Resolution R-2324-52 on August 22, 2023, and its membership and procedures finalized by Amendment 1 to R-2324-52 on November 14, 2023. The Steering Committee, and its appointed individual Sub-Committees for Housing, Stormwater, Water/Wastewater, Transportation, and Parks, have worked tirelessly to offer input and guidance on the creation of the seven AIM Norman master plans now submitted for the Planning Commission's review and consideration.

DISCUSSION:

The City of Norman selected the RDG Planning and Design (headquartered in Omaha, Nebraska) (RDG) team to develop all of the Master Plans or Master Plan updates. Molly Hanson, with RDG, led the discussion of the Parks Sub-Committee for this portion of the work. An AIM Steering Committee was established by the Mayor and City Council to guide the planning process. Ms. Lee Hall was chair of the sub-committee formed to specifically guide the development of the Parks, Recreation and Culture Master Plan.

Between January 2024 and December 2024, the AIM Parks Sub-Committee had several meetings, including open houses to gain public input, to discuss five plan objectives as follows:

- 1) Maintain, Update & Improve the Norman Park System;
- 2) Support & Elevate the Organizations that Contribute to Arts and Culture in Norman;
- 3) Update & Modernize Policies;
- 4) Opportunities for Connection & Growth; and
- 5) Protect Natural Resources

After months of study and public input, the AIM Park Sub-Committee presented a draft AIM Parks, Recreation & Cultural Master Plan to the Board of Park Commissioners at a meeting on September 10, 2024 and to the Council at a City Council Study Session on January 7, 2025. The AIM Parks Sub-Committee submitted recommendations for consideration, including specific

updates and improvements to Norman's park system, protection of natural resources and elevating the community's arts and cultural organizations.

On April 3, 2025, the Norman Board of Park Commissioners voted unanimously to approve and recommended the City Council adopt the Parks, Recreation and Culture Master Plan.

RECOMMENDATION:

All of the plan updates, including the Parks, Recreation and Culture Master Plan were approved for presentation to the Planning Commission and the Norman City Council by the AIM Steering Committee. This unanimous vote was part of the March 12 Steering Committee Meeting.

Staff recommends the approval R-2425-107, the Parks, Recreation and Culture Master Plan, to the Norman City Council.

PLANNING COMMISSION RESULTS: At their meeting of May 8, 2025, the Planning Commission recommended approval of Resolution R-2425-107 by a vote of 8-0.

R-2425-107

A RESOLUTION OF THE COUNCIL OF THE CITY OF
NORMAN, OKLAHOMA, ADOPTING THE AIM NORMAN
PARKS, RECREATION & CULTURAL MASTER PLAN.

- § 1. WHEREAS, the Council of the City of Norman has relied upon a Parks & Recreation Master Plan to provide goals, assessments, standards, strategies and recommendations for implementation and as a guide to provide for and continually establish, improve and rehabilitate park, recreational, quality of life, and cultural facilities, trail opportunities, and preserved open spaces throughout the City for decades; and
- § 2. WHEREAS, the primary objectives of a Parks & Recreation Master Plan is to serve Norman's residents of all ages and prioritize implementation of an Action Plan guiding the pursuit of these efforts, the application of funding, and suggestion of alternative funding mechanisms.
- § 3. WHEREAS, the City Council has contracted with RDG Planning & Design, Inc. ("RDG") to prepare a new Parks, Recreation & Cultural Master Plan for the City; and
- § 4. WHEREAS, RDG prepared the AIM Norman Parks, Recreation & Cultural Master Plan in cooperation with the AIM Norman Steering Committee, City Staff and the citizens of Norman, which process invited public written comment as well as attendance and participation at a series of public meetings; and
- § 5. WHEREAS, the Parks & Recreation Subcommittee recommended approval of the Parks, Recreation & Cultural Master Plan on December 10, 2024; and
- § 6. WHEREAS, the AIM Norman Steering Committee recommended approval of the Parks, Recreation & Cultural Master Plan on March 12, 2025; and
- § 7. WHEREAS, the Norman Board of Park Commissioners recommended approval of the Parks, Recreation & Cultural Master Plan on April 3, 2025; and
- § 8. WHEREAS, the Norman Planning Commission recommended approval of the Parks, Recreation & Cultural Master Plan on May 8, 2025;

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

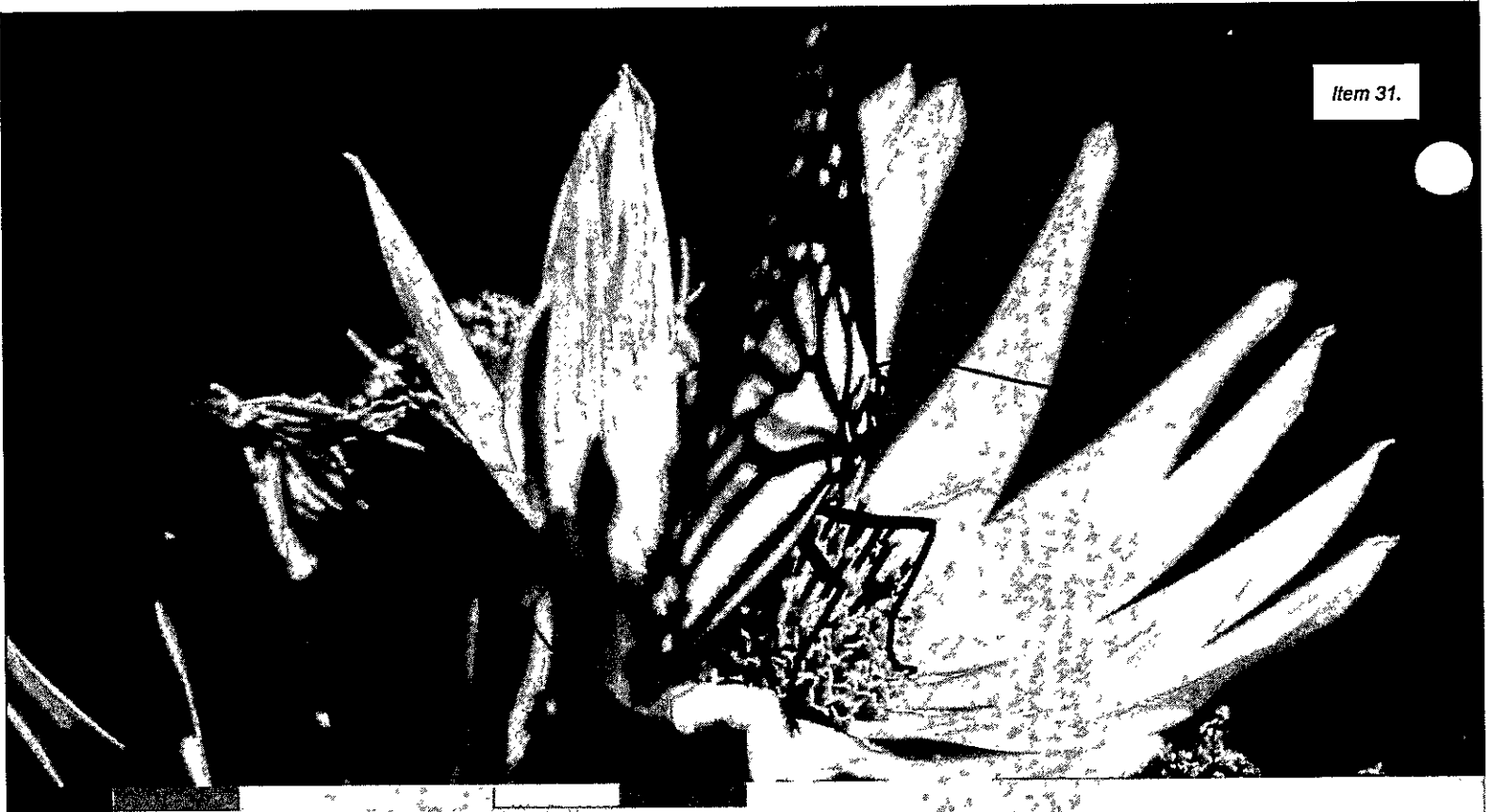
- § 9. The City Council deems that the goals and policies stated in the AIM Norman Parks, Recreation & Cultural Master Plan are in keeping with the best long term interests of both current and future citizens of Norman; and
- § 10. That the City of Norman hereby adopts the AIM Norman Parks, Recreation & Cultural Master Plan, and that City Staff directed to implement the AIM Norman Parks, Recreational & Cultural Master Plan as a planning tool to prioritize implementation of a guidance plan for the City's vision for availability and growth of parks, recreation, quality of life and cultural facilities and services; and
- § 11. That the AIM Norman Parks, Recreation & Cultural Master Plan shall become effective on June 24, 2025.

PASSED AND ADOPTED this _____ day of _____, 2025.

(Mayor)

ATTEST:

(City Clerk)

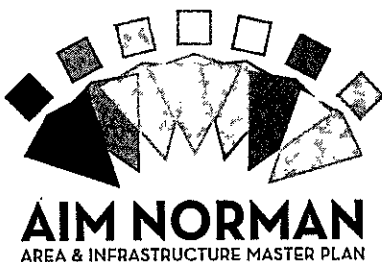


PARKS, RECREATION & CULTURE

January 2025

MASTER PLAN

FINAL DRAFT





CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/08/2025

REQUESTER: City of Norman

PRESENTER: James Briggs, Park Development Manager

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-107: RECOMMENDATION REGARDING A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ADOPTING THE AIM NORMAN PARKS, RECREATION & CULTURAL MASTER PLAN.

BACKGROUND:

The City of Norman released a Request for Proposal (RFP-2223-29) in September of 2022, seeking proposals from qualified consultants for professional services to prepare the following documents for the City of Norman:

- Comprehensive Land Use Plan;
- Housing Strategy Plan;
- Comprehensive Transportation Plan Update;
- Stormwater Master Plan Update;
- Water Hydraulic Modeling Update;
- Wastewater Master Plan; and
- Sanitation Master Plan.

The citywide proposal will develop an all-encompassing vision for the community that can be supported by all. To facilitate this objective, the City of Norman is seeking to update its Comprehensive Transportation Plan, Stormwater Master Plan, Water Hydraulic Modeling, and develop Wastewater and Sanitation Master Plans to ensure improvements to the City's infrastructure align with the vision and policies of the new Comprehensive Plan..

As set forth in the RFP, Public Engagement was designed to address three key tasks:

Task 1 – Norman Today – Where are we now?

This process was designed to consist of a review of background documents, economic and development trends, hazard mitigation and environmental constraints, land use inventory and urban design, transportation, public facilities and infrastructure, and housing and neighborhoods.

Task 2 – Norman Tomorrow – Where do we want to go?

This process was designed to review the vision and future land use opportunities, or constraints and develop goals and principles based on community engagement and understanding where we are today.

Task 3 – Norman Tomorrow – How do we get there?

This process was designed to develop Plan Elements for the various included master plans, utilizing the overarching goals and principles to define the program and design of the city and outline the specific plan elements and systems that guide the City's future, thus creating a cohesive strategy across the city and departments, and for all of the included individual masterplans.

Through the RFP process, a team consisting of seven City Staff members and two citizen members selected RDG Planning & Design, Inc. Contract K-2324-46 with RDG was approved by City Council on July 25, 2023. The final scope included all of the proposed individual master plans except that it was determined that the City did not require a Sanitation Master Plan update at this time. Thereafter, and on September 26, 2023, K-2324-46 was amended to include services for the creation of a Parks Recreation and Trails Master Plan, again bringing the total number of included master plans to seven.

An Ad Hoc Steering Committee to work with the City and its consultants in creating the "Area and Infrastructure Master Plan" ("AIM Norman") was originally appointed by Resolution R-2324-52 on August 22, 2023, and its membership and procedures finalized by Amendment 1 to R-2324-52 on November 14, 2023. The Steering Committee, and its appointed individual Sub-Committees for Housing, Stormwater, Water/Wastewater, Transportation, and Parks, have worked tirelessly to offer input and guidance on the creation of the seven AIM Norman master plans now submitted for the Planning Commission's review and consideration.

DISCUSSION:

The City of Norman selected the RDG Planning and Design (headquartered in Omaha, Nebraska) (RDG) team to develop all of the Master Plans or Master Plan updates. Molly Hanson, with RDG, led the Parks Sub-Committee for this portion of the work. An AIM Steering Committee was established by the Mayor and City Council to guide the planning process. A Sub-Committee was formed to specifically guide the development of the Housing Plan. Ms. Lee Hall was the chair of this Sub-Committee.

Between January 2024 and December 2024, the AIM Parks Sub-Committee had several meetings, including open houses to gain public input, to discuss five plan objections as follows:

- 1) Maintain, Update & Improve the Norman Park System;
- 2) Support & Elevate the Organizations that Contribute to Arts and Culture in Norman;
- 3) Update & Modernize Policies;
- 4) Opportunities for Connection & Growth; and
- 5) Protect Natural Resources

After months of study and public input, the AIM Park Sub-Committee presented a draft AIM Parks, Recreation & Cultural Master Plan to the Board of Park Commissioners at a Joint meeting on September 10, 2024 and to the Council at a City Council Study Session on January 7, 2025. The AIM Parks Sub-Committee submitted recommendations for consideration, including specific

updates and improvements to Norman's park system, protection of natural resources and elevating the community's arts and cultural organizations.

On April 3, 2025, the Norman Board of Park Commissioners voted unanimously to approve and recommended the City Council adopt the Parks, Recreation and Culture Master Plan.

RECOMMENDATION:

All of the plan updates, including the Parks, Recreation and Culture Master Plan were approved for presentation to the Planning Commission and the Norman City Council by the AIM Steering Committee. This unanimous vote was part of the March 12 Steering Committee Meeting.

Staff recommends the approval R-2425-107, the Parks, Recreation and Culture Master Plan, which is presented to the members of the Planning Commission for consideration of a recommendation to the Norman City Council.

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-107: RECOMMENDATION REGARDING A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ADOPTING THE AIM NORMAN PARKS, RECREATION & CULTURAL MASTER PLAN.

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Draft AIM Norman Parks, Recreation & Cultural Master Plan Approved by AIM Norman Steering Committee

Staff/Applicant Presentation

Amy Haase, RDG, presented the staff report.

Public Comments

There were no public comments.

Commission Discussion

Motion by Commissioner Kindel to recommend approval of Resolution R-2425-107; **Second** by Commissioner McDaniel.

The motion passed unanimously with a vote of 8-0.

Break: 8:02-8:12 p.m.

City of Norman, OK

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



Meeting Agenda

Tuesday, July 8, 2025

6:30 PM

DIRECTOR OF PARKS AND RECREATION

**City Council, Norman Utilities Authority, Norman Municipal
Authority, and Norman Tax Increment Finance Authority**

City Council

***David Gandesbery, Ward 1, Matthew Peacock, Ward 2, Bree Montoya,
Ward 3, Helen Grant Ward 4, Michael Nash, Ward 5, Joshua Hinkle,
Ward 6, Kimberly Blodgett, Ward 7, Scott Dixon, Ward 8,
Mayor Stephen Tyler Holman.***

File Attachments for Item:

21. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2526-12: A RESOLUTION OF THE NORMAN MUNICIPAL AUTHORITY APPROPRIATING \$114,270.47 FROM THE WESTWOOD FUND BALANCE FOR A LEAK REPAIR AT THE WESTWOOD FAMILY AQUATIC CENTER.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 07/08/2025

REQUESTER: Mitchell Richardson, Recreation Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2526-12: A RESOLUTION OF THE NORMAN MUNICIPAL AUTHORITY APPROPRIATING \$114,270.47 FROM THE WESTWOOD FUND BALANCE FOR A LEAK REPAIR AT THE WESTWOOD FAMILY AQUATIC CENTER.

BACKGROUND:

The City of Norman/Norman Municipal Authority has been transferring \$35,000 per year for the "Westwood Pool Maintenance Reserve" from the Norman Forward Fund to the Westwood Fund, and it has been placed into a reserve of the Westwood Fund Balance.

DISCUSSION:

During the initial start-up and opening procedures for the Westwood Family Aquatic Center for the summer 2025 season, City staff identified a critical issue with the lap pool and lazy river not filling properly. The pools were losing several inches of water within hours. Upon investigation, staff confirmed the presence of a leak but could not determine its exact location.

To address the issue, Parks and Recreation staff engaged Sunbelt Pools, a qualified commercial pool contractor, to perform a comprehensive leak detection assessment. Sunbelt identified multiple compromised return lines and several smaller feeder lines connected to the main plumbing system through this process. All damaged pipes were located and successfully repaired.

Sunbelt Pools performed the necessary excavation, pipe repairs, and backfilling for \$107,120.47. Following the plumbing repairs, Crossland Construction completed the restoration of the concrete decking for an additional cost of \$7,150.

Parks and Recreation staff recommend appropriating the Westwood Pool Maintenance Reserve funds to cover the total repair costs. These repairs fall within the scope of the anticipated emergency maintenance outlined in the Norman Forward program.

RECOMMENDATION:

It is recommended that the City Council approve the appropriation of \$ 114,270.47 from the Westwood Fund Balance (Account 29-29000) to Westwood Pool Maintenance & Repairs Other – Miscellaneous (Account 29970133-44299) for emergency repairs to the Westwood Pool.

Resolution

R-2526-12

A RESOLUTION OF THE NORMAN MUNICIPAL AUTHORITY
 APPROPRIATING \$114,270.47 FROM THE WESTWOOD FUND
 BALANCE FOR A LEAK REPAIR AT THE WESTWOOD
 FAMILY AQUATIC CENTER.

- § 1. WHEREAS, the Norman Municipal Authority has been transferring \$35,000 per year from the NORMAN FORWARD Fund Balance to the Westwood Fund Balance to be used for the "Westwood Pool Maintenance Reserve"; and
- § 2. WHEREAS, Staff identified that the lap pool and lazy river pools were losing several inches of water within hours of being filled; and
- § 3. WHEREAS, contractors located multiple damaged return lines and several smaller feeder lines that were connected to the main plumbing system; and
- § 4. WHEREAS, this critical repair included necessary excavation, pipe repairs, backfilling and restoration of the concrete decking.

NOW, THEREFORE, BE IT RESOLVED BY THE NORMAN MUNICIPAL AUTHORITY:

- § 5. That the following appropriation be made for the reasons as stated above:

Account Name	Losing Account	Gaining Account	Amount
Maintenance and Repair, Other	29-29000	29970133-44299	\$114,270.47
Miscellaneous			

PASSED AND ADOPTED this 8th day of July, 2025.

ATTEST:

Chairman

Secretary



Invoice

PSI014968



10555 Plano Rd. Dallas, TX 75238

214-343-1133

Salesperson

GUY MAYO

Customer Address
Norman Westwood Swimming Pool
Marina Wells
225 N Webster Ave
USA

Ship-to Address
Norman Westwood Swimming Pool
Marina Wells
225 N Webster Ave
Norman , OK 73069

Customer PO No.
6-25 NORMAN
WESTWOOD
Lap Pool Leak Detection and Repair

Document Date
June 16, 2025

Payment Terms
Net 30 days

Due Date
July 16, 2025

No.	Description	Qty	Unit Price	Line Amount
	Labor	1	75,075.75	75,075.75
	Hotel/Per Deim Expenses	1	8,375.00	8,375.00
	Mileage	1	2,016.00	2,016.00
	Materials	1	11,750.64	11,750.64
	Rental Equipment	1	9,903.08	9,903.08
Subtotal				107,120.47
Total Tax				0.00
Total \$				107,120.47

CROSSLAND CONSTRUCTION COMPANY

P. O. BOX 45
 833 S EAST AVENUE
 COLUMBUS, KANSAS 66725
 (620)429-1414

INVOICE

SJOK-NORTM-08
 25013107

TO: City of Norman
 201 West Gray Street
 Norman, OK 73070

Date 5/19/2025

RE: Westwood Aquatic Pool Deck

TERMS: NET DUE UPON RECEIPT

QUANTITY	DESCRIPTION		AMOUNT
1	Prep and Pour Pool Deck		\$7,150.00
	Office Admin / PM Support	8 hrs	\$0.00
	Overhead & Profit (10.0%)	10%	\$0.00
	Insurnace (1.0%)	1%	\$0.00
	TOTAL AMOUNT DUE		\$7,150.00

City of Norman, OK

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



Amended Meeting Agenda

Tuesday, July 22, 2025

6:30 PM

DIRECTOR OF PARKS AND RECREATION

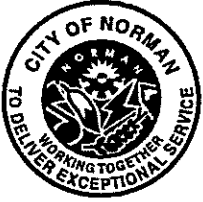
**City Council, Norman Utilities Authority, Norman Municipal
Authority, and Norman Tax Increment Finance Authority**

City Council

***David Gandesbery, Ward 1, Matthew Peacock, Ward 2, Bree Montoya,
Ward 3, Helen Grant Ward 4, Michael Nash, Ward 5, Joshua Hinkle,
Ward 6, Kimberly Blodgett, Ward 7, Scott Dixon, Ward 8,
Mayor Stephen Tyler Holman.***

File Attachments for Item:

2. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2526-3: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF JULY 2025, AS DISABILITY PRIDE MONTH IN THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 07/22/2025

REQUESTER: Grace Holloman

PRESENTER: Grace Holloman, Accessibility Strategist

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL,
REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF
PROCLAMATION P-2526-3: A PROCLAMATION OF THE MAYOR OF
THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF
JULY 2025, AS DISABILITY PRIDE MONTH IN THE CITY OF NORMAN.

Proclamation

P-2526-3

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN,
OKLAHOMA, PROCLAIMING THE MONTH OF JULY 2025, AS
DISABILITY PRIDE MONTH IN THE CITY OF NORMAN.

- § 1. WHEREAS, July is recognized across the United States as National Disability Pride Month, a time to honor the history, achievements, experiences, and struggles of the disability community; and
- § 2. WHEREAS, approximately 61 million adults and 14.5 million children in the United States have a disability; and
- § 3. WHEREAS, this month marks a historic milestone — the 35th anniversary of the signing of the Americans with Disabilities Act (ADA) on July 26, 1990, by then-President George H.W. Bush; and
- § 4. WHEREAS, the ADA is the nation's most comprehensive civil rights law addressing the needs of people with disabilities, prohibiting discrimination in employment, education, transportation, public accommodations, and access to state and local government programs; and
- § 5. WHEREAS, the passage of the ADA was the result of tireless advocacy and courageous action by disability rights activists, and remains a living testament to the enduring principle that all people deserve equal access, opportunity, and dignity; and
- § 6. WHEREAS, established in 2019 by the City of Norman, the ADA Citizen's Advisory Committee has remained dedicated to serving as a continuous resource on matters impacting individuals with disabilities within the city through personal and/or professional viewpoints; and
- § 7. WHEREAS, the City of Norman is proud to have organizations such as SunHive Collective, ABLE, Among Friends, Thunderbird Clubhouse, and others who are dedicated to supporting individuals with disabilities.

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

- § 8. Do hereby proclaim July 2025, as Disability Pride Month in the City of Norman and encourage all residents to celebrate the countless talents, experiences, and contributions of individuals with disabilities as part of their identity and strength, and to reaffirm our commitment to taking meaningful action to build a city that is inclusive to all.

PASSED AND APPROVED this 22nd day of July, 2025.

Mayor, Stephen T. Holman

ATTEST:

City Clerk

File Attachments for Item:

3. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2526-

4: PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING AUGUST 7TH, 2025, AS PURPLE HEART DAY IN THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 07/22/2025

REQUESTER: Grace Holloman

PRESENTER: Grace Holloman, Accessibility Strategist

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL,
REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF
PROCLAMATION P-2526-4: PROCLAMATION OF THE MAYOR OF THE
CITY OF NORMAN, OKLAHOMA, PROCLAIMING AUGUST 7TH, 2025, AS
PURPLE HEART DAY IN THE CITY OF NORMAN.

Proclamation

P-2526-4

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THURSDAY, AUGUST 7, 2025, AS PURPLE HEART DAY IN THE CITY OF NORMAN.

- § 1. WHEREAS, the Purple Heart is the oldest military decoration still presented to U.S. service members, first established by General George Washington in 1782 as the Badge of Military Merit and later revived as the Purple Heart in 1932 by General Douglas McArthur in honor of George Washington's bicentennial birthday; and
- § 2. WHEREAS, the Purple Heart is awarded to members of the United States Armed Forces who have been wounded or killed in combat, recognizing their bravery, sacrifice, and dedication to the ideals of freedom and democracy; and
- § 3. WHEREAS, Purple Heart Day, observed annually on August 7th, offers a solemn opportunity for all Americans to honor the courageous men and women who have received this distinction and to acknowledge the profound debt of gratitude owed to them; and
- § 4. WHEREAS, we recognize the service and sacrifice of these individuals not only on the battlefield but also in the lives they continue to lead as patriots, community leaders, and role models of resilience and courage; and
- § 5. WHEREAS, the City of Norman stands united in expressing our deepest respect and unwavering support for all Purple Heart recipients and their families.

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

- § 6. Do hereby proclaim Thursday, August 7, 2025, as Purple Heart Day in the City of Norman and encourage all citizens to honor our nation's Purple Heart recipients by recognizing their sacrifice and service to our country.

PASSED AND APPROVED this 22nd day of July, 2025.

Mayor, Stephen T. Holman

ATTEST:

City Clerk



File Attachments for Item:

26. CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDED, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2526-24:
BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND COLTON CRAIG DESIGN, L.L.C., IN THE AMOUNT OF \$7,500.00 FOR ARCHITECTURE DESIGN SERVICES FOR THE WESTWOOD PARK GOLF DESIGN CONCEPT PLAN AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 7/22/2025

REQUESTER: James Briggs, Park Development Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDED, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2526-24: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND COLTON CRAIG DESIGN, L.L.C., IN THE AMOUNT OF \$7,500.00 FOR ARCHITECTURE DESIGN SERVICES FOR THE WESTWOOD PARK GOLF DESIGN CONCEPT PLAN AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

On May 28, 2024, the City Council approved Contract K-2324-184 with GSB, Inc., an Architecture firm from Oklahoma City, for \$54,240.00 for Professional Design Services for the Westwood Park Golf & Tennis Master Plan. The Professional Services Contract included several meetings with City staff, a steering committee, stakeholders, and the user groups for these sports; design work for the site planning, building program, conceptual design, and cost estimating services for all aspects of the golf and tennis operations at the Park; and presentation graphics and meetings with the City Council to present the Master Plan.

On June 25, 2025, the City Council approved Amendment #1 to Contract K-2324-184 with GSB for an additional \$8,491.00 for additional design services work associated with the Master Plan, including extra public meetings and additional renderings, because of necessary changes to the Master plan in light of public feedback on the initial concept.

Room Tax and Community Park Development Funds funded the Master Plan project. The project kicked off in June 2024 and proceeded throughout the year, including all the meetings, design concept presentations, and revisions.

DISCUSSION:

Colton Craig was a sub-contractor of GSB, the lead designer during the Westwood Master Plan, with a roll on the design team as the Golf Course Architect. Parks staff had discussions with Colton Craig to come up with a detailed beautification plan on the golf course in hopes that Parks and Westwood Golf Maintenance could get a head start on planting trees and working on natural areas of the golf course in anticipation of an approval of the Westwood Master Plan.

There is adequate funding to pay for this plan in the Room Tax Funding. Once the beatification plan is complete and submitted, Staff will use this plan as a road map to start planting trees, perform landscaping and otherwise beatify the Westwood Golf Course.

RECOMMENDATION 1:

It is recommended that the City Council appropriate funds in the amount of \$7,500.00 from the Room Tax Fund Balance (23-29000) into Westwood Park Master Plan, Design (Account 23794442-46201; Project RT0092)

RECOMMENDATION 2:

It is recommended that the City Council approve Contract Number K-2526-24 with Colton Craig, LLC in the amount of \$7,500.00 for the Westwood Park Golf Course Design Concept Plan.

Contract No. K-2526-24

**AGREEMENT FOR
PROFESSIONAL ARCHITECTURE SERVICES**

This Agreement is entered into between the City of Norman ("Owner") and Colton Craig Design, LLC, Certified Golf Course Architect/Architect ("Architect").

WITNESSETH:

WHEREAS Owner intends to create a Golf Course Design Concept for the Westwood Park Golf Course ("Site"), located at 2400 Westport Drive, Norman, Oklahoma, and

WHEREAS, Owner requires conceptual design services, including a public input process, preliminary report and design documents, revised final design drawings, report narrative, phasing plan, and opinion of probable costs in connection with the Westwood Park Golf Course Design Concept Project (the "Services"), and,

WHEREAS, Architect worked with Owner on the Master Plan for the Westwood Park Golf and Tennis Facilities as a sub-contractor of GSB Architects, Inc. pursuant to contract K-2425-184, and

WHEREAS, Architect is prepared to provide the Services.

NOW THEREFORE, in consideration of the promises contained in this Agreement, Owner and Architect agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The Effective Date of this Agreement shall be July 22, 2025.

ARTICLE 2 - SERVICES TO BE PERFORMED BY ARCHITECT

Architect shall provide a conceptual design, formal design, and completed Master Plan in collaboration with Owner. The Services shall be completed from either the Architect's design studio located in Oklahoma City, Oklahoma or the Site, as it will be necessary to visit the Site to adequately complete the Services. The Master Plan shall include professional renderings, diagrams, and other photos to show the complete design scope of the project. These drawings will be displayed on seven or eight different 24" X 36" posters mounted on foam core board to be displayed in places the Owner deems necessary. Architect shall create a detailed cost estimate that reflects the quantities of the design and materials used to complete the construction of the golf course. If requested by Owner, Architect shall host a "Town Hall" meeting with the membership to present the Master Plan in PowerPoint format followed by a Q&A session.

Architect shall not perform any additional services without prior written authorization from the Owner. Additional services shall not be authorized except by a written amendment to this Agreement.

Architect agrees to cooperate with Owner in any promotional undertaking in announcing or publicizing the project. This is not a construction drawing, bid administration, or construction management agreement; however, Architect offers those services. If Architect is not involved in the construction process that reflects the

Master Plan, use of the Architect's brand will be prohibited. Once the work is complete, Owner will own the work of the Master Plan.

ARTICLE 3 - SCHEDULE

Architect shall begin work on the Services by August 1, 2025, and shall, within ninety (90) days thereafter, complete all work tasks in accordance with the Scope of Services detailed in Article 2. Architect shall continue work until the Services are completed to the complete satisfaction of Owner.

ARTICLE 4 - GOVERNING LAW

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 5 - COMPENSATION

Owner shall pay Architect for the Services, including all travel costs, an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00). Invoices shall be due and payable within thirty (30) days of receipt. Owner shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

Owner shall provide the Architect any maps, plans or records available from the Owner's files as requested, including use of views or photographs of the golf course project, or any portion thereof. The Architect shall be entitled to rely on the accuracy and completeness of the information furnished by Owner. Owner will provide timely review of plans, reports and other documents submitted by Architect.

ARTICLE 7 - STANDARD OF CARE

Architect 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 golf course architect under similar circumstances. The Architect shall correct the Services which 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, and the Architect's fee for the Services, and in consideration of the promises contained in this Agreement, Owner and Architect agree to allocate and limit such liabilities in accordance with this Article.
- 8.2 Indemnification. To the extent permitted by law, including the Constitution of the State of Oklahoma, the Architect 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

Contract No. K-2526-24

indemnifying party in the performance of the Services under this Agreement. The indemnity provided by the Architect 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 sub-consultant hired by Architect for the Project. The Architect 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 Architect 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.

- 8.3 Employee Claims. Each party shall indemnify the other against legal liability for damages arising out of claims by its employees.
- 8.4 Consequential Damages. To the fullest extent permitted by law, neither party shall be liable to the other for any special, indirect or consequential damages resulting in any way from the performance of the Services.
- 8.5 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 8 shall survive.
- 8.6 Unanticipated Hazardous Materials. In the event hazardous material or waste is encountered by Architect during the course of performing its services, and conditioned upon the fact that Owner did not previously advise Architect of the existence thereof, then and in that event:
- a. Owner and Architect agree that the scope of services, schedule, and any cost estimates shall be adjusted and compensation to Architect shall increase as is reasonably necessary. If the discovery of hazardous substances requires Architect to take immediate measures to protect health and safety, Architect agrees to notify Owner within a reasonable time following such discovery. In addition to any required adjustments in the scope of services and cost estimate, Owner agrees to reimburse Architect for the reasonable costs of implementing measures to protect health and safety.
 - b. Owner shall indemnify, defend and hold Architect, its officers, directors, agents, servants and employees, harmless from any claim, demand or action brought by any third party which is based upon injury or damage caused by said hazardous material or waste.
 - c. Architect shall have no responsibility for the discovery, identification, remediation or removal of hazardous materials or toxic substances on or around the Project.

ARTICLE 9 - INSURANCE

During the performance of the Services under this Agreement, Architect shall maintain the following insurance:

- 9.1 General Liability insurance with a combined single limit of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 annual aggregate.
- 9.2 Automobile Liability insurance not required for this contract. No auto use included for work herein.

9.3 Workers Compensation insurance in accordance with statutory requirements and Employers' Liability Insurance with limits of not less than \$500,000 for each occurrence.

9.4 Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

Architect shall furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to Owner. All Project contractors shall be required to include Owner and Architect as additional insured on their General Liability Insurance policies.

Architect and Owner each shall require its insurance carriers to waive all rights of subrogation against the other and its directors, officers, partners, commissioners, officials, and employees for damages covered by property insurance during and after the Surveying Services. A similar provision shall be incorporated into all contractual arrangements entered into by Owner and shall protect Owner and Architect to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

Architect shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with the Project, (if any); (2) the failure of any contractor, subcontractor, vendor or other Project participant, not under contract to or otherwise under the control of Architect, 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 (if any—none anticipated) unless such responsibilities are specifically assigned to the Architect's Scope of Services in Schedule 2.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since Architect 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, Architect's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional Architect. Architect does not guarantee that proposals, bids, or actual Project costs will not vary from Architect's costs estimates.

ARTICLE 12 - REUSE OF DOCUMENTS

Upon Owner's request, Architect shall furnish Owner with specified drawings and/or data in electronic format. All documents, including but not limited to, drawings, specifications and computer software prepared by Architect pursuant to this Agreement 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 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 Architect. Architect 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 Architect for all the Services

Contract No. K-2526-24

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 Architect's compensation.

ARTICLE 14 - DELAY IN PERFORMANCE

Neither Owner nor Architect 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 Architect under this Agreement.

Should such circumstances occur the non-performing party shall, within a reasonable use 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 15 - COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the address specified below:

Architect:

Colton Craig
Golf Course Architect
Colton Craig Design, LLC
625 Windmeadow Drive
Edmond, OK 73003
918.637.7179
Email: president@colton-craig.com

Owner:

Jason Olsen
Director
City of Norman—Parks and Recreation
P.O. Box 370
Norman OK 73070
405-366-5471
Email: jason.olsen@normanok.gov

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Architect and Owner.

ARTICLE 16 - WAIVER

A waiver by either Owner or Architect 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

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 18 – ENTIRE AGREEMENT; AMENDMENTS

This Agreement represents the entire and integrated agreement between Owner and Architect. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may not be amended or modified, except in writing, signed by each of the parties hereto.

ARTICLE 19 - SUCCESSORS AND ASSIGNS

Owner and Architect 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 20 - 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 21 - 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. Nothing contained in this Article shall prevent Architect from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 22 - EQUAL EMPLOYMENT OPPORTUNITY

Architect 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 Architect 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 Architect's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. The Architect 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 23 - NO THIRD PARTY RIGHTS

Contract No. K-2526-24

The Services provided for in this Agreement are for the sole use and benefit of Owner and Architect. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Architect.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal as of the Effective Date. 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.

The City of Norman
(Owner)

Signature _____

Name _____

Title _____

Date _____

Attest:

City Clerk

Colton Craig Design, LLC
(Architect)

Signature Colton Craig

Name Colton Craig

Title Owner

Date 7.17.2025

Attest:

Steven R. Lopez
Secretary

Approved as to form and legality this 18 day of July 2025.

William Williams
City Attorney



File Attachments for Item:

29. CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDING, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2526-26:
AN INTERLOCAL AGREEMENT FOR PURCHASE OF REAL PROPERTY WITH THE OKLAHOMA DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES REAL PROPERTY TRUST, TOTALING \$3,306,811.48; APPROPRIATION OF NORMAN FORWARD FUND BALANCE; AND TRANSFER OF NORMAN FORWARD AND CAPITAL PROJECT FUND ALLOCATIONS AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 7/22/2025

REQUESTER: Anthony Purinton, Assistant City Attorney

PRESENTER: Anthony Purinton, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, AWARDED, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2526-26: AN INTERLOCAL AGREEMENT FOR PURCHASE OF REAL PROPERTY WITH THE OKLAHOMA DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES REAL PROPERTY TRUST, TOTALING \$3,306,811.48; APPROPRIATION OF NORMAN FORWARD FUND BALANCE; AND TRANSFER OF NORMAN FORWARD AND CAPITAL PROJECT FUND ALLOCATIONS AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

On October 13, 2015, the citizens of Norman approved a levy and collection of a one-half percent sales tax increase, effective January 1, 2016 through December 31, 2030 (Norman Forward Sales Tax), a portion of which is dedicated to the acquisition of the land underlying Griffin Park, Sutton Wilderness, and Frances Cate Park from Oklahoma Department of Mental Health and Substance Abuse Services ("ODMHSAS" or "Department").

Since 1983, the City has leased the property underlying Griffin Park from ODMHSAS. The original Norman Forward Implementation Plan (May 2016) allocated \$10,000,000 for the acquisition of the Sutton Wilderness and Griffin Park land. After the adoption of Norman Forward, the City discussed purchase of the property with the Department but was unable to reach any agreement for an acquisition. On November 27, 2018 (Contract K-1718-136), the City was able to negotiate a lease (the "Current Lease") with the Department that allowed the City to begin making Norman Forward-funded, permanent capital improvements on the park land with anticipation of a later acquisition by the City.

The Current Lease with the Department provides for an initial lease term of 15 years, with an option to renew for an additional 15 years. Either party can terminate the lease with 6 months' notice, but the City retains a right of first refusal which gives the City the first right to purchase Griffin Park land if the State receives an offer. Furthermore, the Department cannot sell Griffin Park during the initial lease term, unless all of its land in Norman is being sold as part of a single sale. If the State were to sell the property to another buyer, the lease terms would apply to any successor owner (i.e. 6 months' notice for termination would be required). The lease (rental) rate is \$80,000 per year, and per the terms of the lease agreement, payments made by the City

would apply toward the future purchase of the property by the City. Based on the Current Lease terms of 30 annual payments at \$80,000 per payment, the allocation of Norman Forward funds for the acquisition of the Griffin Park land was reduced from \$10,000,000 to \$2,400,000, with the remaining \$7,600,000 re-allocated from the Griffin Park land acquisition to the Senior Wellness Center construction project within Norman Forward (pursuant to Resolution R-1819-110; approved May 14, 2019).

As of June 30, 2025, the City has made \$500,000.06 in lease payments to the Department from proceeds of the Norman Forward Sales Tax, and approximately \$1,900,000 remains allocated to the Griffin Park land acquisition project over the remaining life of the Norman Forward Sales Tax (through December, 2030).

DISCUSSION:

The attached Interlocal Agreement is for the purchase of land underlying Griffin Soccer Park, which is approximately 160 acres of land. The purchase price for the property is \$3,306,811.48, which is the appraised value of the land according to a December 11, 2024 appraisal obtained by the Department. The City's previous rental payments of \$500,000.06 will be a credit towards the total purchase price, leaving an additional \$2,806,811.42 to be provided by the City to the Department at closing. The ODMHSAS will convey the property to the City via a Quit Claim Deed.

The total purchase price (\$3,306,811.48) is proposed to be paid from the Norman Forward Fund, Griffin Soccer Park, Land (Account 51794442-46001; Project NFP103). \$500,000.06 has previously paid toward the purchase from this account. Funding for the remaining \$2,806,811.42 for the acquisition is proposed to be made available from the following sources:

- \$1,900,000 to be appropriated from the remaining Norman Forward Griffin Park Land Acquisition Project Allocation (Account 51-29001);
- \$220,000 to be transferred from the Norman Forward Fund, Griffin Soccer Park, Construction (Account 51796639-46101);
- \$138,819 to be transferred from the Capital Fund, Strategic Housing Plan, Design (Account 50499950-46201; Project BG0253);
- \$108,718 to be transferred from the Capital Fund, Rural Roads, Materials (Account 50596696-46301; Project SC0696);
- \$100,000 to be transferred from the Capital Fund, General Buildings & Grounds, Design (Account 50193365-46201; Project BG0082);
- \$76,424.85 to be transferred from the Capital Fund, Street Widening, Land (Account 50595552-46001; Project TR0104; \$14,277.14) and Utility Relocation (Account 50595552-46701; Project TR0104; \$62,147.71);
- \$75,000 to be transferred from the Capital Fund, Traffic Signals, Construction (Account 50590076-46101; Project TR0101; \$50,000) and Design (Account 50590076-46101; Project TR0101; \$25,000);
- \$71,252 to be transferred from the Capital Fund, Traffic Signals, Construction (Account 50590076-46101; Project TR0061; \$51,252) and Design (Account 50590076-46101; Project TR0061; \$20,000);

- \$66,000 to be transferred from the Capital Fund, Information Technology Projects, Construction (Account 50195556-46101; Project BG0063);
- \$50,597.57 to be transferred from the Capital Fund, Concrete Valley Gutter, Construction (Account 50590051-46101; Project SC0654)

On Friday, July 11th, City Staff provided a project update to the Norman Forward Sales Tax Citizen Financial Oversight Board, which included an explanation of the above-mentioned funding sources for the acquisition. Feedback from the Board members in attendance was positive as to the proposed use of \$2.4 million in Norman Forward funds for the acquisition, which is the total amount of rental payments that would have been paid under the lease agreement. CFOB Members were also receptive to the use of the remaining Norman Forward Griffin Soccer Park construction project allocations for the land acquisition. The Board was concerned with the potential negative impact on the cash flow availability for ongoing and future pay-as-you-go Norman Forward projects, as the land acquisition is now to be made in Norman Forward funds to be made available immediately, rather than over the remaining years of the Norman Forward Sales Tax.

RECOMMENDATION 1:

City Staff recommends approval of Contract K-2526-26 for the purchase of land underlying Griffin Community Park from the Oklahoma Department of Mental Health and Substance Abuse Services Real Property Trust.

RECOMMENDATION 2:

Staff further recommends the appropriation of \$1,900,000 in available Norman Forward Fund balance (account 51-29000) to the Norman Forward Fund, Griffin Soccer Park, Land (Account 51794442-46001; Project NFP103).

RECOMMENDATION 3:

Staff further recommends the re-allocation (transfer) of \$220,000 within the Norman Forward Fund, Griffin Soccer Park, Construction (Account 51796639-46101; Project NFB101) to the Norman Forward Fund, Griffin Soccer Park, Land (Account 51794442-46001; Project NFP103).

RECOMMENDATION 4:

Staff further recommends the re-allocation (transfer) of \$686,811.42 from the Capital Improvement Projects Fund to the Norman Forward Fund, Griffin Community Park Land Acquisition Project (Account 51794442-46001; Project NFP103), as detailed in the Discussion.



**Real Estate and Leasing Services
Interlocal Cooperative Agreement**

This INTERLOCAL COOPERATIVE AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2025, between the **City of Norman, Cleveland County, OK** a political subdivision organized and existing under the laws of the State of Oklahoma, the Buyer, and the State of Oklahoma, **Department of Mental Health and Substance Abuse Services Real Property Trust**, the Seller, an agency of the State of Oklahoma.

RECITALS

WHEREAS, the Oklahoma Department of Mental Health and Substance Abuse Services was created as an executive branch agency, organized and existing pursuant to Title 43A, Oklahoma Statutes, Section 2-101 with a Real Property Trust established pursuant to Title 43A, Oklahoma Statutes, Section 2-111 and Title 74 Oklahoma Statutes, Section 1003 (A)(3) (DMHSAS Trust); and

WHEREAS, City of Norman, Cleveland County, OK (City) is a political subdivision as defined in Title 74, Oklahoma Statutes, Section 1003 (A)(1), for the purposes of entering into agreements authorized by the Interlocal Cooperation Act; and

WHEREAS, Title 74, Oklahoma Statutes, Section 1008 authorizes public agencies to enter into agreements with each other to perform any governmental service, activity, or undertaking that the public agencies are authorized by law to perform; and

WHEREAS, the DMHSAS Trust owns a 156-acre tract of land lying in and being a part of Section 20, Township 9 North, Range 2 West of the I.M., Cleveland County, Oklahoma and more particularly described on the attached Exhibit "A" together with all fixtures and improvements, and all appurtenances thereunto belonging, subject to any plat or use restrictions, rights of way and utility easements of record; and

WHEREAS, the property is surplus to the needs of DMHSAS, and the Oklahoma State Legislature has authorized DMHSAS to sell the Property and use the funds to contribute to the construction of a new mental health facility to serve Oklahomans; and

WHEREAS, the City currently leases the Property and utilizes the property to provide public services which include, but are not limited to, Griffin Community Park, a City water well, and a youth sports complex used by the citizens of Norman and others offering services that are used in combination with the existing infrastructure;

WHEREAS, the City desires to purchase the Property to enable the City to continue to provide these and/or other services;

NOW, THEREFORE, BE IT RESOLVED, that in consideration of the mutual agreements and conditions herein described, the parties agree as follows:

1. The DMHSAS Trust shall sell the Property to the City for a sum of three million, three hundred six thousand, eight hundred eleven dollars and forty-eight cents (\$3,306,811.48).

2. Responsibilities of the City

The City agrees to accept and buy the Property described herein, on the following terms and conditions:

- a. Purchase Price. This is a CASH TRANSACTION; the Purchase Price is three million, three hundred six thousand, eight hundred eleven dollars and forty-eight cents (\$3,306,811.48).
- b. Closing, Funding and Possession. The Closing process includes the City's due diligence, the parties' execution of documents, and receipt of funds by DMHSAS and shall be completed on or before _____. ("Closing Date") or not later than thirty (30) days thereafter caused by a delay of the Closing process. Possession shall be by Quitclaim Deed and transferred after Closing unless otherwise provided for. The City shall pay Closing fees, any recording fees, and all other costs associated with the purchase. All funds shall be payable by City to DMHSAS Trust at Closing OR OSDMHSAS, and shall be paid either by cashier's check or wire transfer. Said funds to be directly deposited into the _____ as required by O.S. § ____.
- c. Rental Payments as Credit at Closing. Pursuant to the terms of the current lease agreement between the Buyer and Seller, all "Rental Payments", a total sum of five hundred thousand dollars and six cents (\$500,000.06), previously made by Buyer to Seller pursuant to said lease shall be given as credit towards the Purchase Price at Closing. The balance of the Purchase Price shall be paid to Seller at the time of Closing. Upon execution of this Agreement, Buyer's obligation to make rental payments are suspended until Closing or until this Agreement is terminated.

3. Responsibilities of the DMHSAS Trust

- a. The DMHSAS Trust shall convey the Property, less and except all oil, gas and minerals thereunder, to the City via Quit Claim Deed.
- b. The DMHSAS Trust will provide information, if available, to the City as needed until the day of closing.

- c. The DMHSAS Trust will provide access to the Property as needed until the day of closing.
 - d. The DMHSAS Trust shall sign all necessary document(s) associated with the transfer and possession.
4. **Risk of Loss.** Until transfer of possession, risk of loss to the Property, ordinary wear and tear excepted, shall be upon DMHSAS Trust; after transfer of possession, risk of loss shall be upon City. (Parties are advised to address insurance coverage regarding transfer of possession prior to Closing.)
 5. **Execution.** This Agreement may be executed in multiple copies, each copy of which shall be deemed as an original. The Parties' signature at the end of the Agreement, which includes any attachments or documents incorporated by reference, creates a valid and binding Agreement, which sets forth their complete understanding of the terms of the Agreement. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns. The Agreement shall be executed by original signatures of the parties or by signatures as reflected on separate identical Agreement counterparts (carbon, photo, or other electronic copy). The parties agree that as to all aspects of this transaction involving documents an electronic signature shall have the same force and effect as an original signature pursuant to the provisions of the Uniform Electronic Transactions Act, 12A, Oklahoma Statutes, Section 15-101 et seq. All prior verbal or written negotiations, representations and agreements are superseded by the Agreement, which may only be modified or assigned by a further written agreement of City and DMHSAS Trust.
 6. **Amendment.** Amendments to this agreement may only be achieved or permitted by express written agreement of both parties.
 7. **Notice Address.** City of Norman, Cleveland County, OK P.O. Box 370, Norman, OK 73070 (405) 217-77, CityAttorney@NormanOK.gov, 201 W Gray St., Norman, OK 73069.
 8. **Captions.** The captions, titles, and headings contained herein are for convenience of reference only and shall not control the interpretation of any provision hereof.
 9. **Preservation of Defense and Right.** Neither party hereto waives any defenses or rights available pursuant to the Governmental Tort Claims Act at 51 O.S. § 151 et. seq., common law, statutes, or constitutions of the United States or the State of Oklahoma by entering into this agreement.
 10. **Closing.** The closing of this transaction shall occur at a mutually agreed upon location.
 11. **Applicable Law.** This Agreement has been prepared in accordance with the laws of the State of Oklahoma and is to be interpreted, construed and enforced in accordance with the laws of said State. For the purposes of interpretation and enforcement of the provisions hereof, this Agreement shall be conclusively deemed to have been prepared jointly by both City and DMHSAS Trust and not by one party to the exclusion of the other. The venue for any dispute related to this Agreement shall be in Oklahoma County District Court for the State of Oklahoma or the United States District Court for the Western District of Oklahoma
 12. **Whole Agreement.** It is mutually understood and agreed by the parties hereto that this Agreement contains all of the covenants, stipulations and provisions agreed upon by said parties, and no agent or other party to this Agreement has authority to alter or change the terms hereof, except as provided herein, and no party is or shall be bound by any statement or representation not in conformity herewith.

Remainder of Page Intentionally Left Blank
Signature Pages to Follow

City of Norman, Cleveland County, OK

(Type or print)

**Department of Mental Health and Substance Abuse
Services Real Property Trust**

(Type or print)

By: _____
Stephen Tyler Holman, Mayor

By: _____
(Signature)

ATTEST:: _____
Brenda Hall, City Clerk

_____, Trust Chair
(Print name and title)

By: _____
Approved as to form and legality:
Rick Knighton, City Attorney

Date: _____

Date: _____

Exhibit A

Legal Description (subject to final survey)

A tract of land being the Southeast Quarter (SE/4) of Section Twenty (20), Township Nine North (T9N), Range Two West (R2W), Indian Meridian (I.M.), in Cleveland County, Oklahoma, LESS AND EXCEPT: A strip, piece or parcel of land lying in the Southeast Quarter (SE/4) of Section Twenty (20), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being described by metes and bounds as follows: Beginning at the Southwest Corner of the Southeast Quarter (SE/4); Thence North along the West line of said Southeast Quarter (SE/4) a distance of 60.00 feet; Thence North 89°40'41" East a distance of 2629.71 feet to a point on the East line of said Southeast Quarter (SE/4); Thence South along said East line a distance of 60.00 feet to the Southeast corner of said Southeast Quarter (SE/4); Thence West along the South line of said Southeast Quarter (SE/4) a distance of 2630.04 feet to point of beginning. Said tract of land containing 156.38 acres, more or less.