

AGREEMENT BETWEEN  
OKLAHOMA TURNPIKE AUTHORITY  
and  
CITY OF NORMAN, OKLAHOMA

RE: OTA EAST-WEST CONNECTOR TURNPIKE PROJECT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2026 by and between the Oklahoma Turnpike Authority (hereinafter referred to as the “**AUTHORITY**”) and the City of Norman, Oklahoma, a Municipal Corporation (hereinafter referred to as “**CITY**”), for the following intents and purposes.

WITNESSETH

**WHEREAS**, consistent with its statutory authorization the **AUTHORITY** operates and maintains turnpike projects throughout the State of Oklahoma at locations authorized by the Oklahoma State Legislature (the “**TURNPIKE SYSTEM**”); and

**WHEREAS**, the **TURNPIKE SYSTEM** is designed to connect seamlessly with the state highway/interstate and local road system; and

**WHEREAS**, improvements to Oklahoma’s interconnected transportation system of turnpikes, state highways and local roads must be coordinated to leverage resources, improve safety and ensure a seamless operation for the benefit of all Oklahomans; and

**WHEREAS**, the **AUTHORITY** has announced a 15-year, long-range turnpike improvement and expansion program for projects defined in the Advancing and Connecting Communities and Economies Safely Statewide “**ACCESS Oklahoma Program**”; and

**WHEREAS**, the Oklahoma Supreme Court affirmed on August 1, 2023, that the OTA has statutory authority to build new turnpike alignments proposed in the **ACCESS Oklahoma Program**, including within the city limits of **CITY**, as set forth in *In re Application of Okla. Turnpike Auth.*, 2023 OK 84, 535 P.3d 1248; and

**WHEREAS**, the **ACCESS Oklahoma Program** includes the construction of a new turnpike route from the I-44 Tri-City area (Newcastle, Blanchard, Tuttle) at SH-37, crossing the South Canadian River, east to I-35, then continuing east along Indian Hills Road and then northeast to I-40, connecting to the new Kickapoo Turnpike (hereinafter referred **East-West Connector** or **EWC** or **EWC PROJECT**); and

**WHEREAS**, the **EWC** project will involve improvements to roadways that either interchange with **EWC** or are grade-separated from the **EWC** project; and

**WHEREAS**, the **EWC** project will receive all required Federal and State permits including but not limited to the Federal Highway Administration, Oklahoma Department of Environmental Quality and US Army Corps of Engineers; and

**WHEREAS**, the **CITY** recognizes construction of access points along the **EWC** to include 60<sup>th</sup> Avenue NW, 36<sup>th</sup> Avenue NW, I-35, 12<sup>th</sup> Avenue NW/Broadway, SH-77H (12<sup>th</sup> Avenue NE), 36<sup>th</sup> Avenue NE, South Extension Turnpike, 120<sup>th</sup> Avenue NE (Choctaw Road), and 156<sup>th</sup> Avenue NE (S. Peebly Road); and

**WHEREAS**, the **CITY** recognizes the construction of one-way service roads along the **EWC** from 72<sup>nd</sup> Avenue NW to 48<sup>th</sup> Avenue NE which are to be maintained by Cleveland County as will be set forth in a separate agreement between **AUTHORITY** and Cleveland County; and

**WHEREAS**, both the **CITY** and the City of Moore have committed to municipal projects to reconstruct and widen to 4 lanes of 36<sup>th</sup> Avenue NW/Telephone Road from W. Tecumseh Road in Norman through S.W. 34<sup>th</sup> Street in Moore; and

**WHEREAS**, the citizens of **CITY** approved 2012 and 2019 transportation bond issues that included improvements and widening of 36<sup>th</sup> Ave NW in Norman from Tecumseh Road through the Norman's northern municipal boundary with the City of Moore, and **CITY** thus has existing responsibilities for the construction of the **36th PROJECT**; and

**WHEREAS**, the **CITY** and the **AUTHORITY** are each committed to ensuring that 36<sup>th</sup> Avenue NW be improved and widened to 4-lanes per **CITY's** design plans from **EWC** South toward Franklin Road (**36th PROJECT**); and

**WHEREAS**, the **CITY** and the **AUTHORITY** are each committed to ensuring that drainage of **EWC** surface water runoff at 36<sup>th</sup> Avenue NW is handled appropriately through the **AUTHORITY's** inclusion of drainage structures as part of the **EWC**; and

**WHEREAS**, the **CITY's** engineering design, drawings and specifications for the construction of the **36th PROJECT** will be incorporated in the design of the **EWC** (as incorporation, hereinafter the "**PROJECT DESIGN PLANS**");

**WHEREAS**, this Agreement enables **AUTHORITY** and **CITY** to accomplish both projects in a timely and expeditious manner that avoids duplicative work and costs on both projects, and further avoids unnecessary impact on Norman residents by coordinating one construction schedule to address matters of joint concern, rather than completing two separate projects at different times; and

**WHEREAS**, Oklahoma law, Title 74 O.S. Section 1008, permits governmental entities to make the most efficient use of their powers by enabling them to contract with other governmental entities on the basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities and Title 69 O.S. Section 1716(b) authorizes towns to lease, grant or convey to the **AUTHORITY** on terms the granting authority deems reasonable and fair, without advertisement, order of the court or other action or formality other than action by the **CITY**, any real property to affect the authorized purposes of the **AUTHORITY** and Title 69 O.S. Section 1705(k) authorizes the **AUTHORITY** to enter into agreements necessary or incidental to the performance of its duties to construct, maintain, repair and operate turnpike projects and highways, including their access and connecting roads; and

**NOW, THEREFORE**, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

A. The **AUTHORITY** agrees:

1. To complete the construction of the **EWC PROJECT** in accordance with the **PROJECT DESIGN PLANS** as the same may be modified or changed as necessary for the proper construction, operation and maintenance of the Turnpike, as determined by the **AUTHORITY** and otherwise consistent with this Agreement.
2. To reconstruct 36<sup>th</sup> Avenue NW to a 4-lane facility per the City of Norman's design plans for the **36<sup>TH</sup> PROJECT** from the **East-West Connector** South through Station 60+00 (approximately 700 feet north of Franklin Road) of the **36<sup>th</sup> PROJECT** by **AUTHORITY** as depicted in Exhibit 1.
3. To ensure that the designed drainage of the EWC surface water runoff in the vicinity of 36<sup>th</sup> Avenue NW is constructed in conjunction with and accommodating the drainage for the **36<sup>th</sup> PROJECT**.

B. The **CITY** agrees:

1. To provide to the **AUTHORITY** the engineering plans for the **36<sup>th</sup> PROJECT**.
2. To secure all right-of-way needed for the reconstruction of **36<sup>th</sup> PROJECT**.
3. To facilitate and fund the relocation of all conflicting utilities related to **36<sup>th</sup> PROJECT**.

4. To hereby grant to the **AUTHORITY** right of access to and the use of all rights-of-way belonging to or controlled by the **CITY** associated to and necessary to facilitate the construction of **36<sup>th</sup> PROJECT** and **EWC**.
5. To maintain all **CITY** roads as identified in this Agreement, which are re-established and newly constructed by the **AUTHORITY** pursuant to the **EWC** project.
6. To forward the funding associated with the **CITY's** existing responsibility for the **36<sup>th</sup> PROJECT**, inclusive of all costs including construction, to the **AUTHORITY** within forty-five (45) days of execution of this agreement in a single lump sum of Two Million Two Hundred Thousand Dollars (**\$2,200,000.00**), as further set forth in (C)(2) below.

C. The Parties Agree:

1. The **AUTHORITY** shall administer and inspect all work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the **EWC** is accomplished in accordance with the **PROJECT DESIGN PLANS**.
2. The **AUTHORITY** and the **CITY** agree that the split participation for the **EWC** and **36<sup>th</sup> PROJECT** consists, as shown in the table below, of OTA being responsible for all costs (exclusive of the engineering, right-of-way and utility costs of the **36<sup>th</sup> PROJECT**) as follows:

<b>TABLE A</b>			
	<b>AUTHORITY</b>	<b>CITY</b>	<b>TOTAL</b>
36 <sup>TH</sup> Engineering Cost	\$0.00	\$657,530	\$657,530
36 <sup>TH</sup> Right-of-Way & Utility Relocation	\$0.00	\$2,023,219	\$2,023,219
36 <sup>TH</sup> Construction	\$13,785,341	\$2,200,000	\$15,985,341
36 <sup>TH</sup> Construction Inspection & Testing	\$959,120	\$0	\$959,120
EWC-28303A Engineering Cost	\$857,487	\$0	\$857,487
EWC-28303A Construction	\$14,899,400	\$0	\$14,899,400
EWC-28303A Construction Inspection & Testing	\$906,920	\$0	\$906,920
<b>TOTAL COST</b>	<b>\$31,408,268</b>	<b>\$4,880,749</b>	<b>\$36,289,017</b>

3. After completion of all work, the **CITY** shall be afforded an opportunity to attend the final inspection of the **36<sup>th</sup> PROJECT**.
4. Upon completion of work and final acceptance by the **AUTHORITY**, the completed **East-West Connector** improvements will be owned respectively by **AUTHORITY** and the **36<sup>th</sup> PROJECT** improvements will be owned by the **CITY** and all maintenance responsibilities will be in accordance with Oklahoma law as reflected in this agreement.
5. This Agreement shall be effective upon provision of a completely executed copy to each of the parties and shall remain in full force and effect until jointly agreed to terminate by **AUTHORITY** and **CITY**, provided this Agreement may not be terminated once the **EWC** construction contract is awarded by the **AUTHORITY**.
6. The **AUTHORITY** and the **CITY** are both governmental entities subject to the provisions of and afforded protections under the Governmental Tort Claims Act, 51 O.S. §§ 151 et seq. Neither the **AUTHORITY** nor the **CITY** shall be liable for the acts or omissions of the other party or for failure to inspect or supervise the performance of the other Party. Each party shall be responsible for negligent acts of its own employees acting within the scope of their employment. Notwithstanding anything herein to the contrary, neither **CITY** nor **AUTHORITY** waive any rights or privileges in its favor under the laws of Oklahoma for political subdivisions, political subdivisions liability, instrumentalities of the state and the Governmental Tort Claims Act
7. This Agreement is intended to conform to the requirements of the Constitution and Laws of the State of Oklahoma and in particular to the provisions of Title 69 of the Oklahoma Statutes. Any provision contained herein which is contrary to the Constitution and Laws of the State of Oklahoma shall be void and unenforceable. Venue for any action brought for the enforcement of this Agreement shall be in the District Court of Oklahoma County, Oklahoma.
8. In connection with the **EWC** and the **36<sup>th</sup> PROJECT**, this Agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants, or conditions, and constitutes the full and complete understanding and contractual relationship of the Parties.
9. No changes, revisions or amendments to this Agreement, or alterations in the manner, scope, or type of work contemplated herein shall be effective unless reduced to writing and executed by the Parties with same formalities as are observed in the execution of this Agreement.

- 10. This Agreement may be executed in counterparts, each of which shall be deemed an original document, but all of which will constitute a single document. This document will not be binding on or constitute evidence of a contract between the Parties until all have executed and delivered this document.

IN WITNESS WHEREOF, the Parties hereto set their hand and seal on the date first written above.

**FOR THE CITY:**

CITY OF NORMAN

ATTEST:

\_\_\_\_\_  
 CITY Clerk

\_\_\_\_\_  
 Mayor

APPROVED AS TO FORM:

Elizabeth E. Luckala  
 General Counsel

**FOR THE AUTHORITY:**

OKLAHOMA TURNPIKE AUTHORITY

\_\_\_\_\_  
 Joe Echelle, Executive Director

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
 OTA General Counsel