

City of Norman, OK

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



Meeting Agenda

Tuesday, November 25, 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, Robert Bruce, Ward
3, Helen Grant, Ward 4, Brandon Nofire, Ward 5, Joshua Hinkle, Ward 6,
Kimberly Blodgett, Ward 7, Scott Dixon, Ward 8,
Mayor Stephen Tyler Holman.



CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

**Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, November 25, 2025 at 6:30 PM**

AGENDA

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

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

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

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

CITY COUNCIL CONFERENCE MEETING MINUTES OF MARCH 25, 2025, APRIL 22, 2025, JULY 22, 2025, AUGUST 12, 2025, SEPTEMBER 9, 2025, AND OCTOBER 28, 2025.

CITY COUNCIL SPECIAL MEETING MINUTES OF MARCH 5, 2024.

CITY COUNCIL, NORMAN UTILITIES AUTHORITY, NORMAN MUNICIPAL AUTHORITY, AND NORMAN TAX INCREMENT FINANCE AUTHORITY MEETING MINUTES OF JULY 1, 2025 AND JULY 22, 2025.

CITY COUNCIL STUDY SESSION MEETING MINUTES OF OCTOBER 15, 2024, JANUARY 7, 2025, JANUARY 21, 2025, APRIL 15, 2025, MAY 06, 2025, AND AUGUST 5, 2025.

CITY COUNCIL OVERSIGHT COMMITTEE MEETING MINUTES OF DECEMBER 14, 2023.

CITY COUNCIL FINANCE COMMITTEE MEETING MINUTES OF OCTOBER 16, 2025.

CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE MEETING MINUTES OF OCTOBER 23, 2025.

PROCLAMATIONS

2. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2526-20: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE PERIOD OF NOVEMBER THROUGH DECEMBER, 2025, AS "SMALL BUSINESS SEASON," WITH EMPHASIS ON SATURDAY, NOVEMBER 29, 2025, AS SMALL BUSINESS SATURDAY IN THE CITY OF NORMAN.

COUNCIL ANNOUNCEMENTS

CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 3 through Item 26 be placed on the consent docket.

First Reading Ordinance

3. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2526-23 UPON FIRST READING BY TITLE:
AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTIONS 2-301 AND 2-305 OF THE CODE OF ORDINANCES TO INCREASE THE NUMBER OF BOARD MEMBERS FOR NORMAN REGIONAL HOSPITAL AUTHORITY AND TO ALLOW A MAXIMUM OF TWO BOARD MEMBERS TO BE APPOINTED FROM ANOTHER COMMUNITY IN WHICH THE AUTHORITY OPERATES AT LEAST ONE FACILITY, CONSISTENT WITH ARTICLE X, SECTION 1 OF THE CITY CHARTER; AND PROVIDING FOR THE SEVERABILITY THEREOF. (CITY)
4. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-14 UPON FIRST READING BY TITLE:
AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION SIX (6), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE-FAMILY DWELLING DISTRICT, AND PLACE SAME IN A SPUD, SIMPLE PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1107 & 1111 S. CHAUTAUQUA AVENUE; WARD 7)

Appointments

5. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MAYOR'S APPOINTMENTS AS FOLLOWS:

BOARD OF ADJUSTMENT

TERM: 12-22-25 TO 12-22-28, BRAD WORSTER - WARD 4

TERM: 12-22-25 TO 12-22-28, JAMES HOWARD - WARD 1

BOARD OF PARKS COMMISSIONERS

TERM: 01-01-26 TO 01-01-29, SHERREL SHERIFF - WARD 3

TERM: 01-01-26 TO 01-01-29, KRISTI WRIGHT - WARD 1

TERM: 01-01-26 TO 01-01-29, BILLY DAVISON - WARD 5

CITIZENS FINANCIAL OVERSIGHT BOARD (NORMAN FORWARD)

TERM: 12-22-25 TO 12-22-28, ALVA BROCKUS - WARD 2

TERM: 12-22-25 TO 12-22-28, ZACH SIMPSON - WARD 3

TERM: 12-22-25 TO 12-22-28, CINDY ROGERS - WARD 4

ENVIRONMENTAL CONTROL ADVISORY BOARD

TERM: 11-25-25 TO 10-27-28, EILEEN GRZYBOWSKI - WARD 4

TERM: 11-25-25 TO 10-27-28, INGER GUIFFRIDA - WARD 6

TERM: 11-25-25 TO 10-27-28, DEBRA CRETSINGER - WARD 2

Appointments, continued:

HISTORIC DISTRICT COMMISSION

TERM: 11-25-25 TO 10-26-28, KENDAL POSEY - WARD 4

NORMAN CONVENTION AND VISITORS BUREAU

TERM: 11-25-25 TO 07-31-28, STEVE GILLIS - WARD 8

NORMAN HOUSING AUTHORITY

TERM: 11-25-25 TO 11-21-28, MARIANNE RATLIFF - WARD 3

NORMAN REGIONAL HOSPITAL AUTHORITY

TERM: 11-25-25 TO 10-31-28, DR. JERRY WEBER - WARD 3

TERM: 11-25-25 TO 10-31-28, JOAN GREENLEAF - WARD 4

TERM: 11-25-25 TO 10-31-28, DEBRA CRETSINGER - WARD 6

TERM: 11-25-25 TO 10-31-28, DR. LACY ANDERSON - WARD 8

PLANNING COMMISSION

TERM: 11-25-25 TO 11-01-28, CAMERON BREWER - WARD 4

TERM: 11-25-25 TO 11-01-28, ERICA BIRD - WARD 2

Reports/Communications

6. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF OCTOBER 31, 2025, AND DIRECTING THE FILING THEREOF.
7. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF THE MONTHLY DEPARTMENTAL REPORT FOR THE MONTH OF OCTOBER 2025.
8. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A REQUEST FROM THE NORMAN HOUSING AUTHORITY TO WAIVE THE PAYMENT IN LIEU OF TAXES (PILOT) IN THE AMOUNT OF \$24,382.80, FOR FISCAL YEAR ENDING (FYE) 2025.
9. CONSIDERATION OF SUBMISSION, ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR REJECTION OF RECEIPT OF THE CITY MANAGER'S CONTRACT AND CHANGE ORDER REPORT AND DIRECTING THE FILING THEREOF.
10. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF THE UPDATED NORMAN FORWARD IMPLEMENTATION PLAN THAT WAS RECOMMENDED BY THE NORMAN FORWARD CITIZEN'S FINANCIAL OVERSIGHT BOARD.

Authorization for Purchase

11. CONSIDERATION OF AUTHORIZATION, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE PURCHASE OF BUILDINGS AND CONTENTS INSURANCE FOR THE CITY OF NORMAN FROM AFFILIATED FM INSURANCE COMPANY IN THE AMOUNT OF \$766,216 FOR THE PERIOD OF DECEMBER 1, 2025, TO DECEMBER 1, 2026.

Surplus

12. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF DECLARATION OF SURPLUS AND/OR OBSOLETE EQUIPMENT AND MATERIALS AND AUTHORIZING THE SALE OR DISPOSAL THEREOF.

Settlements

13. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2526-76: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF THE CLAIM FILED BY NICHOLAS MUSGROVE UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF *NICHOLAS MUSGROVE V. THE CITY OF NORMAN*, WORKERS' COMPENSATION COMMISSION CASE 2025-03313 M; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COMMISSION, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COMMISSION JUDGMENT FROM THE RISK MANAGEMENT INSURANCE FUND.

Certificate of Survey

14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2526-2: FOR GREGORY ESTATES, (GENERALLY LOCATED ONE-QUARTER MILE EAST OF 144TH AVENUE N.E. ON THE NORTH SIDE OF INDIAN HILLS ROAD) (Ward 5)

Easement

15. CONSIDERATION OF AWARDED, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2526-14 (SANITARY SEWER), E-2526-15 (SANITARY SEWER), E-2526-16 (SANITARY SEWER), E-2526-17 (SANITARY SEWER), E-2526-18 (WATER), E-2526-19 (WATER) THAT WILL SERVE NORMAN BIBLE CHURCH AND SURROUNDING FUTURE DEVELOPMENTS (GENERALLY LOCATED ONE-QUARTER MILE NORTH OF ROCK CREEK ROAD ON THE WEST SIDE OF 12TH AVENUE N.W.) (Ward 8).

Final Plat

16. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF FP-2526-8: FINAL PLAT FRANKLIN BUSINESS PARK, SECTION 4 (GENERALLY LOCATED AT THE FRANKLIN ROAD (REALIGNMENT) AND NORTH FLOOD AVENUE (STATE HIGHWAY NO. 77). (Ward 6)

Contracts

17. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2324-119: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND PLUMMER ASSOCIATES, INC., INCREASING THE CONTRACT AMOUNT BY \$5,744 FOR A REVISED TOTAL CONTRACT AMOUNT OF \$319,626 FOR ADDITIONAL SURVEYING AND EASEMENT SERVICES FOR THE TECUMSEH ROAD WATER LINE REPLACEMENT BETWEEN 24TH AVENUE NW AND JOURNEY PARKWAY. (Ward 8)
18. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER ONE TO CONTRACT K-2425-112: BY AND BETWEEN THE CITY OF NORMAN AND REDLANDS CONTRACTING, L.L.C., INCREASING CONTRACT AMOUNT FROM \$774,662.50 TO \$777,069.12, FINAL ACCEPTANCE AND FINAL PAYMENT OF \$84,595, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT FOR THE CONSTRUCTION OF THE MAIN STREET BRIDGE REHABILITATION BOND PROJECT. (Ward 2)
19. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER ONE TO CONTRACT K-2526-10: BY AND BETWEEN THE CITY OF NORMAN AND CONNELLY PAVING COMPANY, DECREASING THE CONTRACT AMOUNT FROM \$138,365 TO \$133,148.78, FINAL ACCEPTANCE AND FINAL PAYMENT OF \$6,657.44 FOR THE CONSTRUCTION OF THE NORMAN TRANSIT CENTER PARKING LOT. (Ward 4)
20. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2526-14 AND CONTRACT K-2526-63: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ELLSWORTH CONSTRUCTION OKC, L.L.C., IN THE AMOUNT OF \$732,866.40 FOR THE FYE 2026 URBAN RECONSTRUCTION PROJECT, PERFORMANCE BOND B-2526-27; STATUTORY BOND B-2526-28; MAINTENANCE BOND MB-2526-21, AND PROJECT AGENT RESOLUTION R-2526-47 GRANTING TAX-EXEMPT STATUS. (City)
21. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AUTHORIZATION OF WORK ORDER PW1 FOR ON-CALL CONTRACT K-2526-81: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PINNACLE CONSULTING MANAGEMENT GROUP, INC., IN THE AMOUNT OF \$241,350 TO PROVIDE RIGHT-OF-WAY ACQUISITION SERVICES FOR THE LINDSEY STREET SPECIAL CORRIDOR - PICKARD AVENUE TO ELM AVENUE 2019 BOND PROJECT. (Ward 4 & 7)

22. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-89: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND INSITUFORM TECHNOLOGIES, L.L.C., IN THE AMOUNT OF \$90,150 FOR THE TRUMAN ELEMENTARY SEWER REHABILITATION UNDER SEWER MAINTENANCE PROJECT FISCAL YEAR 2018, PERFORMANCE BOND B-2526-37; STATUTORY BOND B-2526-38; MAINTENANCE BOND MB-2526-28, AUTHORIZE PAYMENT TO VENDORS. (Ward 3)
23. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-91: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND INDEPENDENT SCHOOL DISTRICT NUMBER 29 OF CLEVELAND COUNTY, OKLAHOMA, A.K.A. NORMAN PUBLIC SCHOOLS FOR THE EXCHANGE OF VARIOUS PROPERTIES IN AND AROUND ADAMS AND EISENHOWER ELEMENTARY SCHOOLS, AS WELL AS IRVING AND WHITTIER MIDDLE SCHOOLS; AND TEMPORARY EASEMENT E-2526-13: FOR; AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY RELATED DOCUMENTS AS OUTLINED IN THE STAFF REPORT. (City)
24. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-98: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND CSG FORTE FOR INTEGRATED PAYMENT PROCESSING SERVICES FOR THE SANITATION DIVISION TRANSFER STATION AND THE PURCHASE OF EQUIPMENT VALUED AT \$900 PLUS SHIPPING AS REQUIRED FOR IMPLEMENTATION OF THESE SERVICES AS OUTLINED IN THE STAFF REPORT. (City)

Resolutions

25. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2526-75: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$70,000 FROM THE EAST LIBRARY CEILING TILE PROJECT TO THE BUILDING MAINTENANCE – ROOFS PROJECT FOR EMERGENCY REPAIRS TO THE NORMAN INVESTIGATION CENTER. (Ward 2)
26. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2526-78: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA SELECTING BURGESS & NIPLE, INC. / HW LOCHNER, INC., AS THE CITY OF NORMAN'S APPOINTED BRIDGE SAFETY INSPECTION CONSULTANT TO THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR COMPLIANCE WITH THE NATIONAL BRIDGE INSPECTION STANDARDS. (City)

NON-CONSENT ITEMS

27. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2526-102: AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORMAN, OKLAHOMA AND OKLAHOMA DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES REAL PROPERTY TRUST FOR A 3.23 ACRE TRACT OF LAND LYING IN AND BEING A PART OF THE SE/4 OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, IN THE AMOUNT OF \$74,290 AND BUDGET APPROPRIATION (along Reed Avenue, just south of Main Street) (Ward 4).

MISCELLANEOUS COMMENTS

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

ADJOURNMENT

File Attachments for Item:

5. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MAYOR'S APPOINTMENTS AS FOLLOWS:

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TERM: 12-22-25 TO 12-22-28, BRAD WORSTER - WARD 4

TERM: 12-22-25 TO 12-22-28, JAMES HOWARD - WARD 1

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TERM: 01-01-26 TO 01-01-29, SHERREL SHERIFF - WARD 3

TERM: 01-01-26 TO 01-01-29, KRISTI WRIGHT - WARD 1

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HISTORIC DISTRICT COMMISSION

TERM: 11-25-25 TO 10-26-28, KENDAL POSEY - WARD 4

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TERM: 11-25-25 TO 07-31-28, STEVE GILLIS - WARD 8

NORMAN HOUSING AUTHORITY

TERM: 11-25-25 TO 11-21-28, MARIANNE RATLIFF - WARD 3

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TERM: 11-25-25 TO 11-01-28, CAMERON BREWER - WARD 4

TERM: 11-25-25 TO 11-01-28, ERICA BIRD - WARD 2



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/25/2025

REQUESTER: Mayor Stephen T. Holman

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MAYOR'S APPOINTMENTS AS FOLLOWS:

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PLANNING COMMISSION

TERM: 11-25-25 TO 11-01-28, CAMERON BREWER - WARD 4

TERM: 11-25-25 TO 11-01-28, ERICA BIRD - WARD 2

Brad Worster, James Howard, Sherrel Sheriff, Kristi Wright, Billy Davison, Alva Brockus, Zach Simpson, Cindy Rogers, Eileen Grzybowski, Inger Guiffrida, Debra Cretsinger, Kendal Posey, Steve Gillis, Marianne Ratliff, Dr. Jerry Weber, Joan Greenleaf, Paula Roberts, Dr. Lacy Anderson, Cameron Brewer, and Erica Bird, are all reappointments.

File Attachments for Item:

10. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF THE UPDATED NORMAN FORWARD IMPLEMENTATION PLAN THAT WAS RECOMMENDED BY THE NORMAN FORWARD CITIZEN'S FINANCIAL OVERSIGHT BOARD.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/25/2025

REQUESTER: Anthony Francisco, Finance Director

PRESENTER: Anthony Francisco, Finance Director

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF THE UPDATED NORMAN FORWARD IMPLEMENTATION PLAN THAT WAS RECOMMENDED BY THE NORMAN FORWARD CITIZEN'S FINANCIAL OVERSIGHT BOARD.

BACKGROUND:

On August 11, 2015, the Norman City Council adopted Ordinance O-1516-5, which levied a ½ percent "Norman Forward" sales tax for a period of fifteen years, subject to voter approval. The voters of Norman approved the Ordinance on October 13, 2015. The NORMAN FORWARD Sales Tax (NFST) provides funding for a series of quality of life capital projects.

To assist with carrying out the approved NORMAN FORWARD projects in an orderly fashion, the Council appointed a Citizen's Financial Oversight Board (Resolution R-1516-75, adopted December 22, 2015) and hired a Program Management firm, ADG, Inc. (Contract K-1516-110, approved on February 23, 2016; amended on February 26, 2019) to assist City staff with the implementation of the projects. One of the major tasks performed by ADG was to assist in the preparation of an Implementation Plan ("I-Plan") document, to help guide the development of the NORMAN FORWARD projects on anticipated schedules and within anticipated budget allocations, and to report on the progress of the individual projects. City Staff has maintained preparation of periodic updates to the Implementation Plan since the completion of the Program Manager's contracted assignment.

The Norman Forward Implementation Plan was originally adopted by the City Council/Norman Municipal Authority (NMA) on June 28, 2016 (Resolution 1516-130), as recommended by the NORMAN FORWARD Citizen's Financial Oversight Board (CFOB). The Implementation Plan is intended to be a "living document"; subject to change, periodic review and re-approval as NORMAN FORWARD projects progress. On the recommendation of the CFOB, an amended Implementation Plan was adopted by the NMA/Council October 8, 2019 (Resolution R-1920-44), and updated Implementation Plan reports were accepted by the Trustees and Council in April, 2022 and May 2023, and April, 2024.

DISCUSSION:

The CFOB has reviewed the I-Plan document on a periodic basis and made necessary changes to the Plan. As the NORMAN FORWARD program has progressed, several major projects have been completed or are nearing completion, and some major program changes have been approved by the Council/NMA. This progress and these program changes have necessitated another update to the Implementation Plan, to be considered for adoption by the City Council and Norman

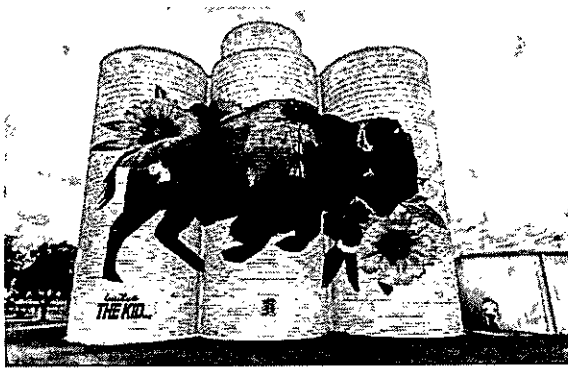
Municipal Authority Trustees. The CFOB considered the attached updated Implementation Plan at its meeting on November 14, 2025 and recommended its adoption by the City Council and NMA.

Some of the significant changes that have been made to the NORMAN FORWARD program that will be incorporated in this updated Implementation Plan include the following:

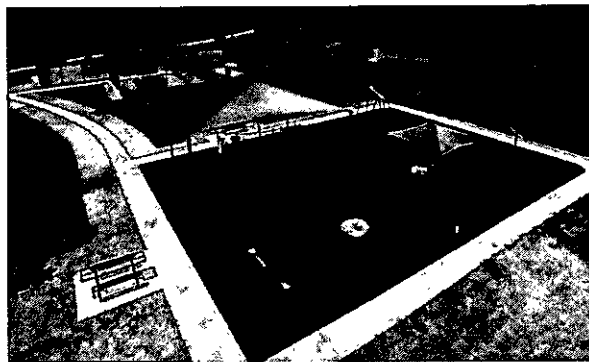
- The final purchase of the land underlying the Griffin Park Soccer Complex, using NORMAN FORWARD funding of \$2,400,000, from the Oklahoma Department of Mental Health and Substance Abuse Services. This purchase is noted in the updated I-Plan.
- The completion of the James Garner Avenue project, using \$6,000,000 in NORMAN FORWARD funds and matching funds from the Federal Highway Administration and Oklahoma Department of Transportation.
- The completion of the first major NORMAN FORWARD-funded Trails projects, along Flood Avenue between Robinson and Tecumseh Streets, and along Constitution Street east of Jenkins Avenue.
- Discussion of recently-completed or under construction Neighborhood Park projects is included.

RECOMMENDATION:

It is recommended that the updated NORMAN FORWARD Implementation Plan be accepted.



Griffin Park Soccer Complex Mural



Bentley Park

NORMAN FORWARD Implementation Plan

May 2016

Revised 11/2025

NORMAN FORWARD Implementation Plan

I. Executive Summary

NORMAN FORWARD is designed to improve the quality of life in Norman through renovating, expanding, constructing, and funding projects including multiple recreational facilities, libraries, parks, athletic venues, public art, trails, and swim complexes. NORMAN FORWARD also includes traffic improvements and an extension of the existing James Garner Avenue. A citizen-initiated proposal, NORMAN FORWARD will enhance the Norman community for generations to come.

Funded through a 15-year earmarked sales tax, NORMAN FORWARD includes 12 projects spanning the entire city at an estimated cost of \$148 million. It also includes other program expenses at an estimated cost of \$55.4 million. Sales tax collections began on January 1, 2016 and will continue for 15 years.

The NORMAN FORWARD program includes:

- Canadian River Park
- Central Branch Library
- East Branch Library
- Griffin Land Acquisition
- Indoor Aquatic Center
- Indoor Multi-Sport Facility
- James Garner Avenue Extension
- Parks Projects
 - Westwood Tennis Center
 - Saxon Park
 - Ruby Grant Park
 - Andrews Park
 - Existing Neighborhood Park Renovations
 - New Neighborhood Park Development
 - New Trail Development
- Senior Citizens Center
- Sports Complex Projects
 - Reaves Park
 - Softball & Football Complex
 - Griffin Park Soccer Complex
- Traffic Improvements
- Westwood Family Aquatic Center

The City is moving forward with the projects and the Implementation Plan is guiding the process. The Implementation Plan is a document to be reviewed and recommended by the NORMAN FORWARD Citizen Financial Oversight Board and adopted by the City Council, which outlines the scopes of work, conceptual budgets, and the order in which the projects or phases of projects will commence. The Implementation Plan is a living document which will be reviewed, re-evaluated, and re-adopted from time to time as projects progress and plans become realities.

As of this writing, ten of the major NORMAN FORWARD projects have been completed, or are nearing completion:

- The East Branch Library
- The Central Branch Library
- The Westwood Family Aquatic Center
- The Westwood Tennis Center
- The Ruby Grant Park (Phase I)
- The Andrews Park Redevelopment
- Reaves Park
- Adult Wellness and Education Center (Senior Citizens Center)
- Young Family Athletic Center (Indoor Sports & Aquatic Facility)
- Griffin Park
- James Garner Phases I & II

Several other NORMAN FORWARD projects are partially completed (progressing in stages) or nearing construction phases. Neighborhood Park renovation projects have been completed at Oakhurst, Sonoma, Prairie Creek, Rotary, Sequoyah Trail, Vineyard, Cherry Creek, Tull's, Sunrise, and Falls-Lakeview Parks. Upcoming Park renovation locations include NE Lions, Eagle Cliff, Sutton Place, Oaktree, Kiwanis, Springbrook, and Chisolm's Cattle Trail Parks. New Park construction at Songbird Park has been completed as well as construction at the new Bentley Park. Construction will begin on the park formally named Links Park, now called Bluestem Park, located south of Cedar Lane Road on 24th Avenue SE. The NORMAN FORWARD program is already transforming the quality of life in Norman.

In February 2016, ADG, P.C. was hired as the program manager for the NORMAN FORWARD program. Since that time, ADG has attended meetings, conducted research, and analyzed data to prepare the Implementation Plan. The information in the Implementation Plan is based on currently available information as well as certain assumptions made based on anticipated requirements.

II. Background

The History of NORMAN FORWARD

The NORMAN FORWARD initiative came to City Council from community groups, stakeholders, and residents, who prepared an initial program scope using analysis and information from master plans for the libraries and parks, recreational planning professionals, traffic professionals, and research firms.

Beginning in the spring of 2015, Norman City Council began a series of Council conferences and additional public meetings to refine the program scope, financing, and funding opportunities for NORMAN FORWARD. Priority projects are included from the 2014 *Library Master Plan Update*, the 2009 *Norman Parks & Recreation Master Plan*, and additional projects designed to provide recreational and educational opportunities for Norman residents.

The program is intended to improve the quality of life for all Norman residents and visitors by providing public projects and programming that contribute to better health, more active lifestyles, intellectual and arts pursuits, and improved traffic safety. The program is funded by a 15-year, one-half percent earmarked sales tax.

On August 11, 2015, City Council voted unanimously to approve NORMAN FORWARD Ordinance O-1516-5 and Resolution R-1516-14 that called for an election to take place on October 13, 2015, to ask Norman voters to consider a temporary sales tax increase to provide funding for the projects.

The temporary one-half percent (1/2%) sales tax was approved by 72% of Norman voters. The authorized sales tax increase began on January 1, 2016.

Public Involvement

The NORMAN FORWARD Citizen Financial Oversight Board (CFOB) was created by Council resolution (R-1516-75) on December 22, 2015 to review the finances of the NORMAN FORWARD program. Their tasks include:

- Review actual and projected NORMAN FORWARD Sales Tax (NFST) revenues;
- Recommend mix of project financing including pay as you go ("paygo") and debt financing;
- Review pace and sequencing of construction of projects;
- Review Council actions related to expenditures of NFST monies;

- Recommend strategies for long term operations and maintenance of facilities;
- Report to Council from time to time as warranted and to provide an annual report to City Council;
- Perform such other duties related to NORMAN FORWARD as the City Council directs by motion or resolution;
- Assign one CFOB member to serve with and act as a liaison to certain advisory committees that Council may form from time to time regarding specific NORMAN FORWARD projects.

The Oversight Board consists of nine members, appointed by the Mayor and confirmed by City Council. Members are from various wards and have backgrounds and experience in accounting, banking, construction, auditing, advertising, operations, and law. Two ex-officio members are part of the Board, including the Mayor (or designee) and City Manager (or designee).

Ad hoc advisory groups were appointed by the Mayor to provide additional citizen input specific to each major NORMAN FORWARD project and to City Council. One member of the Oversight Board serves on each ad hoc advisory group. Ad hoc groups have five to eleven members each. Ex-officio members include the City Manager (or designee), a CFOB member, a Park Board Member, and may include a member, or members, of specific stakeholder groups.

All Oversight Board and ad hoc advisory group meetings are open to the public and shall comply with the Oklahoma Open Meetings Act. The public is invited to attend meetings and provide input and comments to the ad hoc advisory groups and Oversight Board.

Process

The NORMAN FORWARD Implementation Plan sets the overall guidelines for program scope, project scheduling, and individual construction budgets. Site selection and land acquisition, if applicable, will be required prior to the start of design for most projects.

Certain sites may require demolition, site clearing, or other preparatory steps. Environmental testing will also be performed, as needed, prior to building design, and if necessary, environmental remediation will be completed.

The City will solicit Requests for Qualifications (RFQ) from consultants, such as architects and engineers. Responses to RFQs will be reviewed using the City's consultant selection process.

Documents produced by each consultant will undergo peer reviews conducted by the City staff and Program Manager. The purpose of these reviews is to monitor

consultant plans and specifications for conformance with the design intent and the allocated budget. At selected phases of the design process, the ad hoc advisory groups and the Citizens Financial Oversight Board may receive presentations from consultants in order to review the designs.

Once the final design of a project has been approved, the City will utilize its standard competitive bidding process to solicit and award construction contracts. "Construction Manager at Risk" processes may be used, combining several of the design, bidding and construction phases, for certain projects. The architects and/or engineers will review construction progress, and the Program Manager will provide additional field observation for conformance with construction documents. Throughout the process, the City staff and Program Manager will provide outreach to citizens through communication on the status of each project.

Communication

As with any large, capital improvement program, communication with the public is critical for the success of NORMAN FORWARD. In addition to the high level of citizen participation through the Citizens Financial Oversight Board and the ad hoc advisory groups, ongoing communication and information will be made available to the public through various avenues and outlets.

Communication methods include but are not limited to:

- Promotion and updates via print media, television, social media outlets including Facebook and Twitter
- Updates and promotion in partnership with the Norman Chamber of Commerce via the Chamber's newsletter and website
- Routine press releases about public meetings, surveys, and other updates sent to various outlets including the *Norman Transcript* and Norman News
- Updates in the City Manager's weekly report to City Council, which is also sent to the *Norman Transcript*, posted to the City Manager's webpage, and promoted on Facebook
- Updates in the City Manager's report at City Council meetings; videos from these updates are posted to the City Manager's webpage, promoted on Facebook, and uploaded to YouTube
- Routine updates to the NORMAN FORWARD website
- Branded NORMAN FORWARD construction signs
- Public construction groundbreakings and ribbon-cuttings
- Open houses, videos, and tours of projects in-progress
- Meetings posted on government access television
- Inclusion in the City of Norman Annual Report

Implementation Plan Development

The information in the Implementation Plan and Project Timeline is based on currently available information as well as certain assumptions made based on anticipated requirements. The Project Timeline, scope of work, and budgets are subject to change, as directed by Council, as the planning process progresses and more information becomes available.

Project budgets may include: conceptual estimates of consulting, architectural, and engineering services; other pre-construction costs such as environmental investigation, remediation, and geotechnical and construction testing, where required; infrastructure; land acquisition; and construction and project contingency.

The construction budgets are based on information from a number of sources including local and national cost estimating firms, industry consultants, and data from the City of Norman. Construction budgets are conceptual and are derived from anticipated scopes of work needed for complete projects. Actual project costs vary from initial cost estimates depending on final work scopes, the bidding climate at the time of bid, inflation and other factors impacting the economy.

Debt vs. Pay-As-You-Go Financing

The Council and the citizen's Financial Oversight Board have adopted an anticipated mix of projects to be financed on a pay-as-you-go basis, versus projects to be financed through the issuance of debt to enable the projects to proceed in advance of the actual revenues being collected to pay for the projects. Generally speaking, the following major projects were paid for through up-front debt financing:

- Central and East Branch Libraries
- Westwood Family Aquatic Center and Tennis Center Improvements
- Griffin Park Soccer Complex
- Reaves Park Baseball/Softball Complex
- Indoor Aquatic Facilities (Young Family Athletic Center)
- Indoor Multi-Sport Facility (Young Family Athletic Center)
- Adult Football/Softball Complex

In order to coincide with the construction schedules of the projects, it is anticipated that there will be three separate NORMAN FORWARD debt issuances. These issuances have been made:

- Norman Municipal Authority Sales Tax Revenue Note, Series 2015B (dated December, 17, 2015) - \$43,600,000
- Norman Municipal Authority Sales Tax Revenue Note, Series 2017 (dated June 27, 2017) - \$30,950,000
- Norman Municipal Authority Sales Tax Revenue Note, Series 2020 (dated December 17, 2020) - \$22,250,000

The bonds (notes) will be repaid from Norman Forward Sales and Use Tax revenue. An additional pledge of the City's Capital Sales Tax was made to provide additional security for bond holders, but it is not envisioned that Capital Sales Tax will actually be used to repay the Norman Forward debt.

The amount of debt that was actually issued was significantly below the originally anticipated amount, resulting in over \$20 million in projected interest savings to the Norman Forward program:

NORMAN FORWARD Debt Issuances Projected vs. Actual

ANTICIPATED Issue Date	ACTUAL Issue Date	TITLE of ISSUANCE	ANTICIPATED Face Amount	ACTUAL Face Amount	ANTICIPATED Prin. & Interest	ACTUAL Prin. & Interest
12/2015	12/2015	NMA 2015B Tax Notes	\$ 43,160,000	\$ 43,160,000	\$ 54,753,718	\$ 53,266,208
5/2017	6/2017	NMA 2017 Tax Notes	\$ 30,950,000	\$ 30,950,000	\$ 37,619,453	\$ 36,333,458
12/2017	12/2020	NMA 2020 Tax Notes	\$ 34,200,000	\$ 22,250,000	\$ 46,157,750	\$ 25,927,517
TOTAL			\$108,310,000	\$ 98,360,000	\$138,530,921	\$115,527,183

The other NORMAN FORWARD projects and related operational costs are anticipated to be paid for on a pay-as-you-go basis, with the projects timed to meet cash flow availability schedules over the tenure of the NORMAN FORWARD sales tax collections.

III. The Projects

The projects, their respective published budgets, and current estimates are:

Project	Original Norman Forward Budget	Revised Budget	Current Estimate
Canadian River Park	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Central Branch Library	\$ 39,000,000	\$ 39,000,000	\$ 35,010,261 *
East Branch Library	\$ 5,100,000	\$ 5,100,000	\$ 4,794,304 *
Griffin Land Acquisition	\$ 10,000,000	\$ 2,400,000	\$ 2,400,000 *
Young Family Athletic Center	\$ 22,500,000	\$ 50,468,966	\$ 50,468,966
Indoor Aquatic Center	\$ 14,000,000	\$ 15,341,218	\$ 15,341,218
Indoor Multi Sport Facility	\$ 8,500,000	\$ 12,082,670	\$ 12,082,670
James Garner Avenue Extension	\$ 6,000,000	\$ 11,472,905	\$ 11,472,905
Parks Projects	\$ 25,500,000	\$ 25,251,278	\$ 24,711,370
Westwood Tennis Center	\$ 1,000,000	\$ 1,801,278	\$ 1,801,277 *
Saxon Park	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Ruby Grant Park	\$ 6,000,000	\$ 6,150,000	\$ 6,146,426 *
Andrews Park	\$ 2,000,000	\$ 2,000,000	\$ 1,463,667 *
Existing Neighborhood Park Renovation	\$ 6,500,000	\$ 6,500,000	\$ 6,500,000
New Neighborhood Park Development	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
New Trail Development	\$ 6,000,000	\$ 4,800,000	\$ 4,800,000
Senior Citizens Center	\$ -	\$ 14,180,521	\$ 14,180,521
Sports Complex Projects	\$ 23,500,000	\$ 25,689,029	\$ 25,689,029
Reaves Park	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000
Softball & Football Complex	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000
Griffin Park Soccer Complex	\$ 11,000,000	\$ 13,189,029	\$ 13,189,029
Traffic Improvements	\$ 2,700,000	\$ 2,700,000	\$ 2,700,000
Westwood Family Aquatic Center	\$ 12,000,000	\$ 12,000,000	\$ 11,763,800 *
Total	\$ 148,300,000	\$ 176,082,178	\$ 171,010,635

* Final Cost

Components of each project budget may include: consulting, architectural, and engineering services; other pre-construction costs such as environmental investigation, remediation, and geotechnical and construction testing, where required; infrastructure; land acquisition; and construction and project contingency. Supplemental revenue from some projects are discussed in project discussions, which follow.

Potential impacts to project budgets include, but are not limited to:

- Fluctuation in sales tax revenue
- Changes in project scopes of work
- Inflation or other uncontrollable increases in cost of construction materials
- Unforeseen circumstances
- Supplemental revenue

Canadian River Park

Description

There is potential for a park area south of Lindsey Street and west of I-35 along the Canadian River. Possibilities for development include wildlife and plant life refuges, trail facilities, and other enhancements.

Scope

If land can be reasonably acquired, a park area would be developed south of Lindsey Street, west of I-35. Other sites along the Canadian River Floodway in South and West Norman with access to existing park land are being considered.

Published Budget \$2,000,000

Preliminary Estimated Budget

Land Acquisition / Site Prep / Infrastructure	\$205,000
A&E / Design / Testing	\$175,000
Construction & FFE	\$1,480,000
Project Contingency	\$140,000
Total Project Budget	\$2,000,000

Timing

Architecture, engineering, and site preparation are contingent upon resolution of land transfer legalities. The ability of the City to acquire land originally contemplated for this project involves resolution of legal complexities related to current ownership and transfer rights. This project is contemplated to move forward in the last half of the program.

Central Branch Library

Description

The November 2014 *Library Master Plan Update* recommended construction of library branches as part of the Pioneer Library System (PLS). PLS is a multi-county library system serving Cleveland, McClain, and Pottawatomie counties in central Oklahoma. Each library in PLS's service area is a partnership between the library system and the city where it is located; the city provides and maintains the facility and PLS provides library staff, collections, and programming.

The new Norman Central Branch Library includes public meeting rooms, learning space, a local history collection, free wireless internet, access to technology, and programming for all ages.

Scope

The new Norman Central Branch Library relocated the existing library to a more spacious and modern facility. This branch is the main branch of both Norman and the Pioneer Library System and is approximately 82,000 square feet. The location is north of Andrews Park on City-owned land, primarily the site of the former Rhodes granary.

Published Budget

\$39,000,000

Final Expenditures

\$35,010,261

Timing

The Central Branch Library opened in November, 2019 and is providing services.

In November of 2023, officials were made aware of mold detected within the Central Library. The facility has remained closed to allow for mold remediation and the City of Norman has filed a lawsuit for Breach of Contract against multiple parties. The litigation is ongoing as of 11/2025.



East Branch Library

Description

As the population in Norman has expanded east and west, so has the demand for library services on the east and west sides of the city. The Norman West branch opened in late 2013 and the East Branch Library expands library services to residents on the east side of the city.

The new East Branch Library opened in 2018 and includes public meeting space, free wireless internet, access to technology, and programming for all ages.

Scope

The Norman East Branch Library is approximately 12,500 square feet and located adjacent to Fire Station 9 at the intersection of Alameda and Ridge Lake Boulevard.

Published Budget

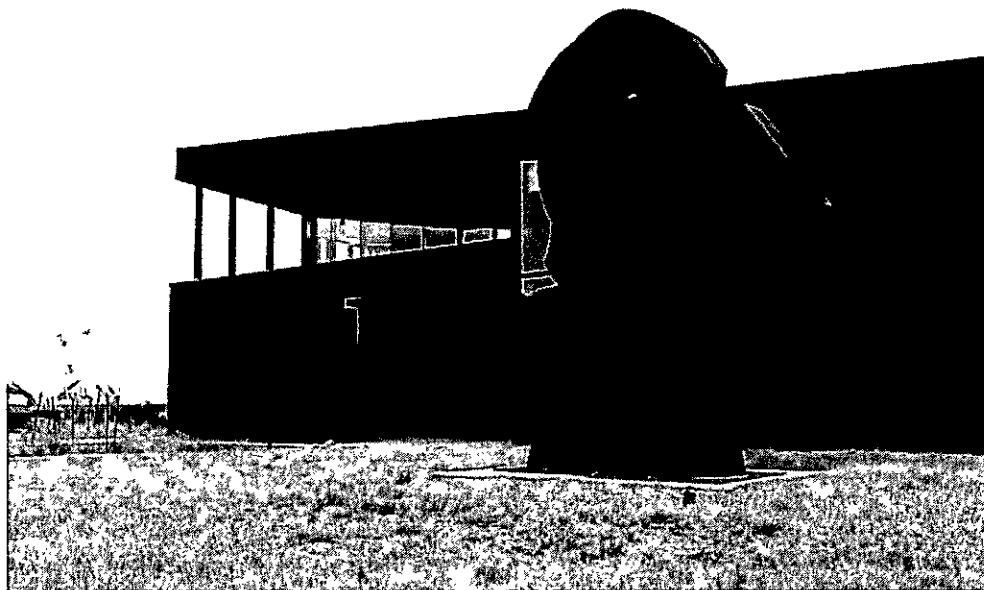
\$5,100,000

Final Expenditures

\$4,794,304

Timing

The East Branch Library opened in July, 2018 and is providing services.



Griffin Land Acquisition

Description

2014 Oklahoma legislation authorizes the Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS) to sell or dispose of the Griffin property, including the current Sutton Wilderness Park, Griffin Park and Frances Cate Park. The property was proposed to be acquired by the City using NORMAN FORWARD funds, to permanently house the Griffin Park Soccer Complex and Sutton Wilderness.

Project Activities

In negotiations with the ODMHSAS, it was determined to be mutually beneficial for the City to enter into long-term leases with the ODMHSAS for the Griffin Soccer Complex land, and to maintain an existing lease for the Sutton Wilderness land. The lease agreement (Contract K-1718-136, approved on November 27, 2018) gave the City control of the property for up to a 30-year period, at which time the City had a purchase option for the land. Rental payments of \$80,000 per year, paid with Norman Forward funds, applied to the ultimate purchase of the land. The Frances Cate Park land was not included in the negotiated lease for the Griffin Soccer Complex site.

The allocation of Norman Forward funds to the Griffin Land Acquisition project was reduced by the City Council from \$10,000,000 to \$2,400,000 (30 payments of \$80,000) by Resolution R-1819-110 (approved May 14, 2019) and the remaining \$7,600,000 budget was re-allocated to a Norman Forward Senior Citizen's project. On July 22, 2025, Norman City Council approved a purchase with the State of Oklahoma for the Griffin Soccer Complex in the area north of E Robinson and west of 12th Avenue NE. The final purchase price was \$3,306,811 with a large portion funded through the remaining Griffin Land Acquisition allocation as well as savings from other City projects not related to or funded by the Norman Forward sales tax.

<i>Published Budget</i>	<i>\$10,000,000</i>
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The identified properties to be acquired are:

▪ Griffin Park & Sutton Wilderness	322.2 acres
▪ Francis Cate Park	up to 14.5 acres
Total Anticipated Land Acquisition	336.7 acres

Budget

Land Acquisition	\$10,000,000
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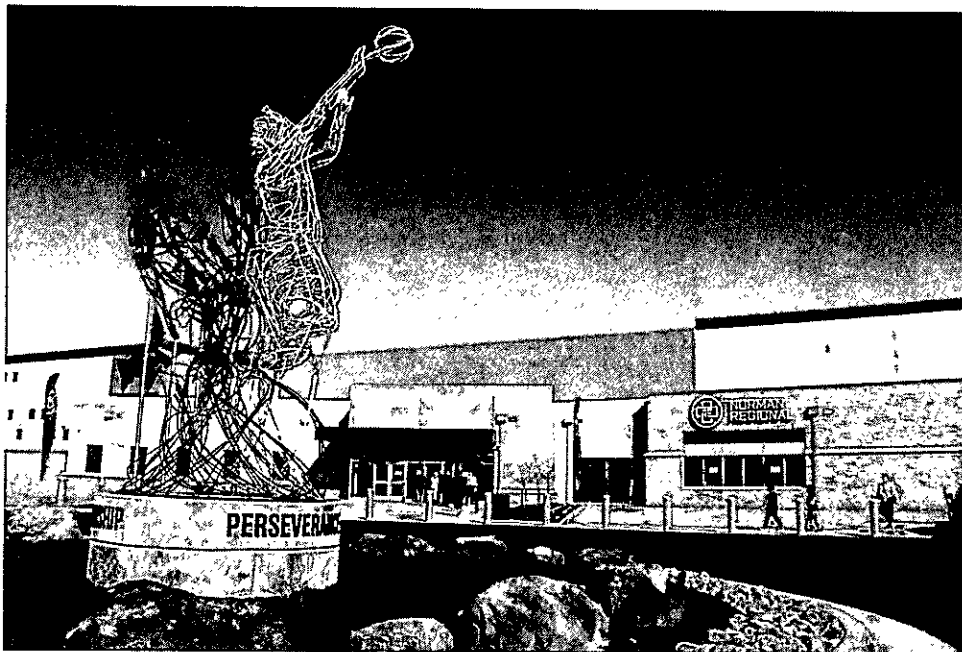
<i>Updated Cost Estimate</i>	<i>\$ 2,400,000</i>
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Timing

On 7/22/2025, Norman City Council approved the purchase of the Griffin Soccer Complex property.

**Indoor Multi-Sport and Aquatic Center (Young Family Athletic Center)***Description*

The combined Indoor Multi-Sport and Aquatic Center was named the "Young Family Athletic Center" after Norman native, NBA All-Star and University of Oklahoma alumnus Trae Young. The aquatic portion of the building features two pools: an 8-lane 25-meter competition pool with spectator seating and a 4-lane 25-meter pool used as a warm up pool during swim competitions. The Multi-Sport portion houses 8 basketball courts with 12 volleyball courts. Other Young Family Athletic Center amenities include concessions, a small retail space, administrative offices, tournament and team breakout rooms, lighted outdoor pickleball courts and fitness facilities, public restrooms, and other standard support areas.



Scope

The Young Family Athletic Center is adjacent to a major retail and hotel lodging district, attracting regional tournaments and meets which will draw participants and their families from throughout the state of Oklahoma and the central U.S.

Supplemental funds were allocated from: Norman Forward project savings; Norman Municipal Authority Revenue Bonds secured by Norman Room Tax revenue; University North Park Tax Increment Finance moneys; and a donation from the Trae Young Family Foundation, believed to be the largest private donation in Norman's history. Norman Regional Health System also made a contribution for clinical operations within the facility.

YFAC Funding Sources

Norman Forward	\$29,928,492
James Garner Transfer	\$1,500,000
Room Tax Bond	\$3,801,683
Norman Forward Trails Project	\$1,200,000
NF Road Improvements	\$338,000
UNP TIF Fund	\$2,734,791
Trae Young Family Foundation	\$4,000,000
Norman Regional Health System	\$6,966,000
Total Budget	\$50,468,966

Estimated Budget

Land Acquisition / Site Prep / Infrastructure	\$163,000
A&E / Design / Testing	\$2,425,475
Construction & FFE	\$47,456,674
Project Contingency	\$423,817
Total Project Budget	\$50,468,966

Timing

The Young Family Athletic Center held its ribbon cutting ceremony in February of 2024 and is now open and is providing services. The City of Norman is operating the facility internally.

James Garner Avenue Extension

Description

The James Garner Avenue Extension is a north/south roadway to more efficiently carry motorists between downtown Norman and north Norman/south Oklahoma City metropolitan area. The extension will effectively create an updated entrance to the city from the north.

Scope

The extension project will extend James Garner Avenue from Acres Street, over the Robinson Street underpass, connecting to Flood Avenue. The project includes public art enhancements in commemoration of Norman native, multiple EMMY Award winning, Hall of Fame actor James Garner. The James Garner Avenue Extension intersects Flood Avenue with a modern roundabout north of Robinson Street that features a public art piece "Revolutions". A future safety enhancement, the construction of a second roundabout at the intersection of Acres Street and James Garner Avenue, is being considered.

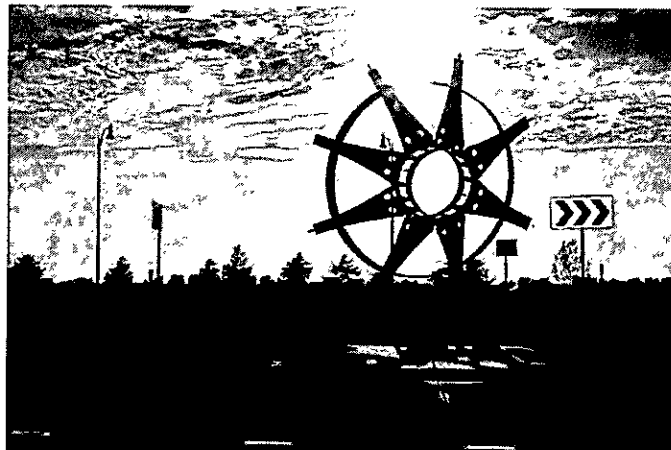
<i>Published Budget</i>	\$6,000,000
<i>Railroad Quiet Zone Funds</i>	\$500,000
<i>Norman Utilities Authority</i>	\$43,617
<i>Additional Norman Forward Fund Balance</i>	\$151,281
<i>FHWA Funds</i>	\$4,825,733

Budget

<i>"Phase I" Actual Cost</i>	\$1,947,283
<i>"Phase II" Land Acquisition / Site Prep / Infrastructure</i>	\$102,934
<i>"Phase II" A&E / Design / Testing</i>	\$1,402,140
<i>"Phase II" Construction & FFE</i>	\$7,820,546
<i>"Phase II" Public Art</i>	\$200,000
Total Project Budget	\$11,472,905

Timing

The James Garner Extension project was broken into "phases". This was done to accommodate the first phase being completed in conjunction with the opening of the Central Branch Library. The first phase, from just south of Acres Street in the City Municipal Complex to the Central Library parking lot, has been completed. The second Phase, extending north of Robinson Street and connected to Flood Avenue, is also complete. City Staff secured \$4.8 million of Federal funds for this project.



Parks Projects

Description

Parks all across Norman will be enhanced by NORMAN FORWARD. Additionally, new parks and trails will be developed. Plans from the Parks Master Plan will be reviewed to make sure they are still relevant to neighborhood needs.

Scope

The identified parks projects are:

- Westwood Tennis Center: conversion of two existing outdoor courts to indoor and construction of two new outdoor courts with lighting. This project has been completed (Budget: \$1,801,277; Final Cost: \$1,801,277).
- Saxon Park: develop Phase II of the Saxon Park Master Plan to include additional parking, fencing, furnishings, play area, restrooms, and event shelter (Budget: \$2,000,000).
- Ruby Grant Park: develop Phase I of the Ruby Grant Park Master Plan with utility infrastructure improvements, signage, parking, trails, practice fields, pavilion, and pedestrian lighting. This project has been completed. (Budget: \$6,000,000; Final Cost: \$6,146,426) (\$150,000 appropriated from Community Park Land Fund balance).
- Andrews Park: skate park expansion, amphitheater seating shade, landscaping, and splash pad enhancement. This project has been completed. (Budget: \$2,000,000; Final Cost: \$1,463,667).
- Existing Neighborhood Park Renovations: as per revisited 2009 Parks Master Plan recommendations. Renovations have been completed at seven parks, and more are planned to be undertaken throughout the Norman Forward life (Budget: \$6,500,000).
- New Neighborhood Park Development – the first new neighborhood park, "Songbird Park" is complete as well as the new "Bentley Park" in the Summit Valley/Bellatona neighborhood. Three more will be undertaken throughout the Norman Forward life at Southlake, Links, and Redlands. (Budget: \$2,000,000).
- New Trail Development: complete initial loop routing of Legacy Trail (Budget: \$4,800,000). A major trail project, along Flood Avenue between Robinson and Tecumseh Street, was completed in 2025 (Cost: \$1,611,683), including \$386,484 in Federal matching funds.

Published Budget \$25,500,000

Preliminary Estimated Budget

Land Acquisition / Site Prep / Infrastructure	\$1,440,000
A&E / Design / Testing	\$1,240,000
Construction & FFE	\$21,831,278
Project Contingency	\$1,740,000
Total Project Budget	\$25,251,278

Timing

Further park and trail improvement projects will be undertaken on a yearly basis throughout the life of NORMAN FORWARD.

Adult Wellness and Education (Senior Citizens) Center

Description

The City Council began working on the Senior Citizens Center location issue early in 2016 and adopted Resolution R-1516-77, narrowing the Senior Citizens Center location options to the Existing Library site, a site in Andrews Park, and a site adjacent to the new Central Branch Library site.

After further consideration and considering the endorsement of the NORMAN FORWARD Senior Center Ad Hoc Committee, the Reaves Park Ad Hoc Committee, the Norman Senior Association, and representatives of the Medieval Fair, the Council adopted Resolution R-1819-110, which formally selected Reaves Park as the site for the Senior Center. Resolution R-1819-110 also re-programmed \$7,600,000 in funds from the Griffin Park Land Acquisition project to the Senior Citizens Center project.

In August 2021, Council approved a memorandum of understanding (Contract K-2122-35) with the Norman Regional Health System to move the location of the Senior Center to Norman Regional's Porter Campus. The scope of the project was also expanded from a recreational center to a wellness center. The newly renamed "Adult Wellness and Education Center" is a part of Norman Regional's planned Porter Health Village.

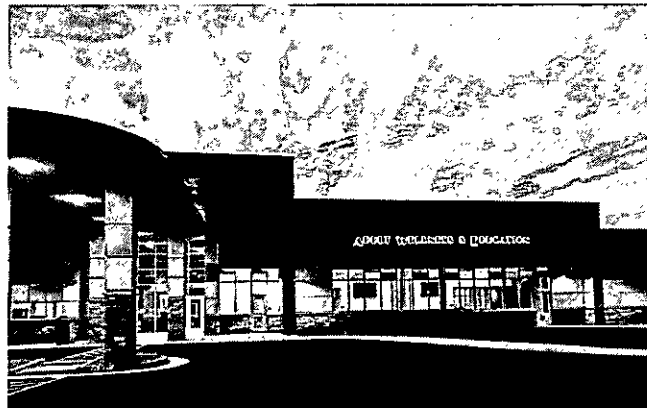
The now completed facility includes an indoor walking track and multiple fitness areas with locker rooms; multipurpose and art specific classrooms as well as lounge areas; a full kitchen for events and programming; outdoor pickleball courts; and a lap pool.

Published Norman Forward Budget	\$0; Amended to \$7,600,000
CARES Act Funding	\$4,800,000
Capital Fund	\$243,000
General Fund	\$1,197,277

Preliminary Estimated Budget	
Land Acquisition/Site Prep/Infrastructure	\$427,551
A&E / Design / Testing	\$832,000
Construction & FFE	\$12,439,974
Project Contingency	\$480,996
Total Project Budget	\$14,180,521

Timing

The Adult Wellness and Education Center opened in November of 2023 and is currently providing services. The Facility is being operated independently by Healthy Living & Fitness Inc., a non-profit organization.



Sports Complex Projects

Description

Renovations and new construction are planned for sports complexes in multiple locations. These facilities will allow expanded space for youth soccer, youth and adult softball, adult flag football and youth football.

Scope

Due to financial reasons, the adult softball and youth football facility will no longer be a standalone complex. The expanded adult softball programs will be at Reaves Park and youth football will be at Ruby Grant Park. The identified sports complex projects are:

- Reaves Park: additional youth baseball/softball fields with lighting, restrooms, concessions, and additional parking (Budget: \$10,000,000; + \$1,250,000 for adult softball).
- Ruby Grant Park: multi-field football complex with lighting, restrooms, concessions, and parking (Budget \$1,250,000).
- Griffin Park: new outdoor soccer fields with lighting and parking. (\$13,198,029).

Published Budget \$23,500,000

Preliminary Estimated Budget

Land Acquisition / Site Prep / Infrastructure	\$1,800,000
A&E / Design / Testing	\$1,880,000
Construction & FFE	\$20,599,029
Project Contingency	\$1,410,000
Total Project Budget	\$25,689,029

Timing

Reconstruction of the 22 soccer fields at the Griffin Park Soccer Complex is complete. The new Parks Maintenance Facility has been completed and is relocated from Reaves Park to the City Maintenance Complex ("North Base"). Relocation of the Parks Maintenance Facility made land available for the expansion of baseball and softball fields at Reaves Park, which has been completed. Relocated youth football (Ruby Grant) and adult softball (Reaves) facilities, originally planned at a new stand-alone site, are complete.



Traffic Improvements

Description

NORMAN FORWARD includes infrastructure improvements for the city that will improve traffic flow and safety at various locations related to NORMAN FORWARD projects.

Scope

Planned projects include traffic analysis, street and storm water improvements, and traffic signals at various locations. Related NORMAN FORWARD projects are access to the Young Family Athletic Center (Trae Young Way), Griffin Park, and Reaves Park.

Published Budget \$2,700,000

Preliminary Estimated Budget

Land Acquisition / Site Prep / Infrastructure	\$270,000
A&E / Design / Testing	\$216,000
Construction & FFE	\$2,025,000
Project Contingency	\$189,000
Total Project Budget	\$2,700,000

Timing

Architecture, engineering, land acquisition, and site preparation are scheduled to begin throughout the program based on specified sites. This project is scheduled to be completed as needed for individual project sites during construction phases. Access improvements for the Griffin Soccer Complex on Robinson Street and 12th Avenue (\$449,578) are complete. Access improvements to the YFAC (\$304,499), including Trae Young Drive, are complete. Access roads to serve Saxon Park are under design.

Westwood Family Aquatic Center

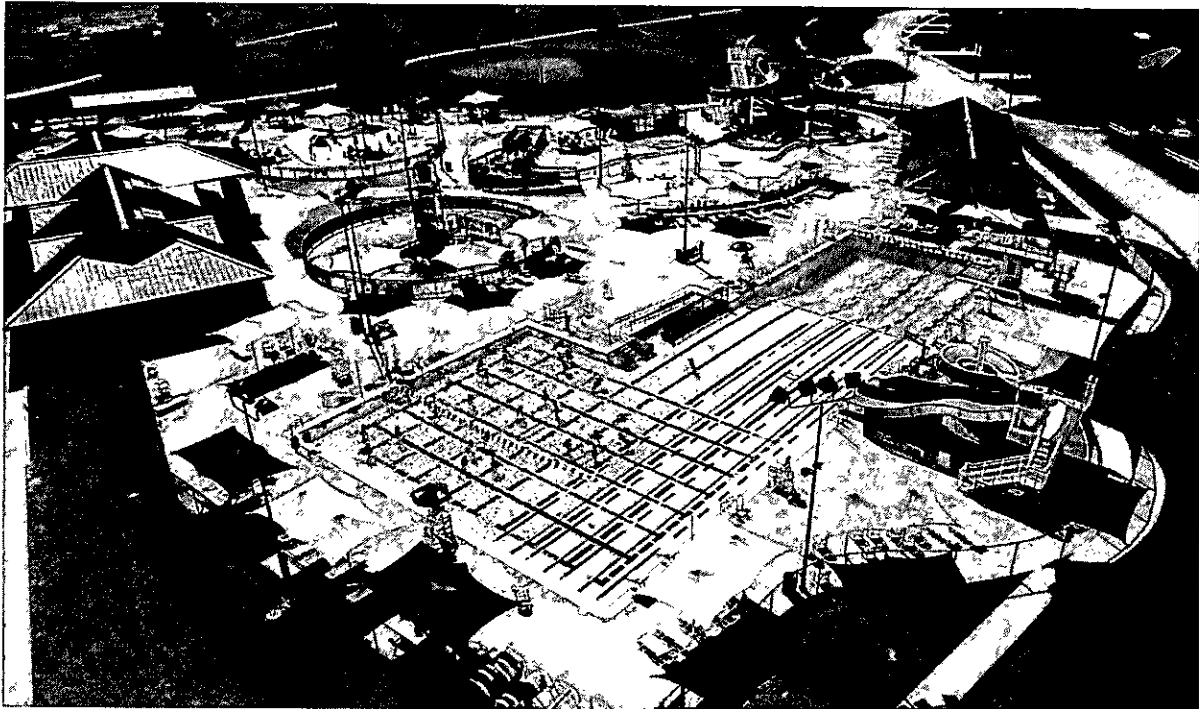
Description

The Westwood Family Aquatic Center project has constructed an updated, modern outdoor aquatic center. Features include a lazy river, slides, water sprays, a 50-meter lap pool, shaded shallow areas, a new bathhouse, concession areas, and additional parking. The new outdoor Aquatic Center opened in the summer of 2018 and has been enjoyed by thousands of visitors.

Scope

Based on the current budget, the pool will have approximately 18,000 square feet of water surface area and include a variety of features that have been determined through public input are also part of this project.

Published Budget	\$12,000,000
Final Cost	\$11,763,800



Other Projected Program Expenses

▪ Public Art	\$1,200,000
▪ Park Maintenance Staff	\$3,009,925
▪ Senior Center Staff	\$0
▪ Facility Maintenance Staff	\$1,562,753
▪ Capital Equipment	\$425,000
▪ Aquatic Center Operating Subsidy	\$0
▪ Project Oversight	\$3,312,000
▪ Westwood Pool/Tennis Replacement	\$455,000
▪ Facility Maintenance Contract	\$210,000
▪ Interest and Debt Service Cost	\$20,962,256
Total Other Program Expenses Budget	\$31,136,934

Projects identified for Public Art include:

- Central Branch Library ("Unbound")
- East Branch Library ("Prairie Wind")
- Westwood Family Aquatic Center and Westwood Tennis Center ("Splash")
- Young Family Athletic Center ("Elevate the Game")
- Reaves Park ("Mechan 14")
- Saxon Park
- James Garner Avenue Extension ("Revolutions")
- Adult Wellness and Education Center ("Onwards")
- Griffin Park ("Scissortail")



IV. Project Timeline

As part of the Implementation Plan, steps were taken to determine the order in which the projects, or phases of projects, would take place in the program. To complete this task, the Program Manager attended Citizens Financial Oversight Board meetings, ad hoc advisory group meetings, and worked with City Staff. City Staff provided budget information critical to project sequencing. The goal is to create a logical project progress schedule within the constraints of the funding structure. Individual project's schedules are updated in their discussions above.




Potential impacts to the overall NORMAN FORWARD project timeline include, but are not limited to:

- Fluctuation in sales tax revenue
- Changes in project scopes of work
- Inflation or other increases in cost of project construction
- Other unforeseen circumstances

The chart below is updated to reflect changing time schedules for the various projects as the overall Norman Forward program moves forward.

Project Timeline

PROJECTS	NORMAN FORWARD Project Timeline Update											
	Time shown in calendar years											
	2024	2025	2026	2027	2028	2028	2028	2028	2028	2028	2028	2030
Canadian River Park												
Parks Projects												
Saxon Park												
Existing Neighborhood Parks												
New Neighborhood Parks												
New Trail Development												
Traffic Improvements												
Related to Specific Projects												

-  Preconstruction / Architecture & Engineering (A&E) / Design / Testing / Council Approval / Notice to Proceed
 Project Construction
 Project To Be Determined based on external factors

V. Conclusion

This Implementation Plan includes an introduction and history of the NORMAN FORWARD program, project descriptions, scopes of work, budgets, project phasing, and the Project Timeline. The original Implementation Plan was adopted by the City Council on June 28, 2016 (Resolution R-1516-130) and minor updates have been approved periodically by the Citizen's Financial Oversight Board (CFOB). At various points in time as significant projects are completed or changes are made, amended Implementation Plan documents will be re-submitted for Council consideration. On the recommendation of the CFOB, the Implementation Plan was formally amended on October 8, 2019 by Resolution R-1920-44 and again on April 12, 2022 by Resolution R-2122-110. The last update to the Implementation plan was in June of 2024.

Upon the recommendation of the Citizens Financial Oversight Board and final approval by City Council, City Staff will implement and administer the 15-year plan. The Program Manager assisted City staff with programming, cost estimating, design review, and construction observation on projects outlined by their contract with the City.

This document is based on currently available information as well as certain assumptions made based on anticipated requirements. It may be further amended by City Council as new information arises or other changes occur over the 15-year life of the quality-of-life program.

Additional Information

NORMAN FORWARD, City of Norman

<https://www.normanok.gov/your-government/projects-initiatives/norman-forward>

"Norman Voters Approve Sales Tax Increase"

<http://journalrecord.com/2015/10/14/voters-approve-sales-tax-increase/>

2009 Parks and Recreation Master Plan, City of Norman

<https://www.normanok.gov/sites/default/files/documents/2020-05/ParksMasterPlan1.pdf>

Young Family Athletic Center

<https://www.normanok.gov/residents-visitors/parks-recreation/young-family-athletic-center>

Senior Wellness Center

<https://www.normanok.gov/residents-visitors/parks-recreation/senior-wellness-center>

File Attachments for Item:

23. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-91: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND INDEPENDENT SCHOOL DISTRICT NUMBER 29 OF CLEVELAND COUNTY, OKLAHOMA, A.K.A. NORMAN PUBLIC SCHOOLS FOR THE EXCHANGE OF VARIOUS PROPERTIES IN AND AROUND ADAMS AND EISENHOWER ELEMENTARY SCHOOLS, AS WELL AS IRVING AND WHITTIER MIDDLE SCHOOLS; AND TEMPORARY EASEMENT E-2526-13: FOR; AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY RELATED DOCUMENTS AS OUTLINED IN THE STAFF REPORT. (City)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/25/2025

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-2526-91: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND INDEPENDENT SCHOOL DISTRICT NUMBER 29 OF CLEVELAND COUNTY, OKLAHOMA, A.K.A. NORMAN PUBLIC SCHOOLS FOR THE EXCHANGE OF VARIOUS PROPERTIES IN AND AROUND ADAMS AND EISENHOWER ELEMENTARY SCHOOLS, AS WELL AS IRVING AND WHITTIER MIDDLE SCHOOLS; AND TEMPORARY EASEMENT E-2526-13: FOR; AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY RELATED DOCUMENTS AS OUTLINED IN THE STAFF REPORT. (City)

BACKGROUND:

Representatives from Norman Public Schools (NPS) and City staff have worked together throughout the past year to execute a land exchange of various properties in and around Adams and Eisenhower Elementary Schools, as well as Irving and Whittier Middle Schools.

In 2015, the City Council approved a contract that contemplated an exchange of land between the parties, with the City providing land that used to be the tennis courts at both Irving and Whittier Middle Schools, and NPS providing land near the 12th Avenue Recreation Center. However, this land exchange was never effectuated, and no deeds were filed of record with the County. As such, this land exchange desires to effectuate the 2015 land exchange in combination with additional exchanges that the parties discussed throughout 2025.

Under this exchange, NPS will swap just over 3 acres of property (described in Exhibit A to the agreement) with the City's 1.6 acres (described in Exhibit B to the agreement). This land exchange follows the previously approved grant of the Irving and Whittier Recreation Centers (approximately 1.4 acres) to the NPS, as evidenced by the quitclaim deeds signed on February 11, 2025.

DISCUSSION:

The contract details the specific parcels owned by each party to be exchanged under the agreements:

the City is to trade

- 1) the Irving Middle School former tennis courts (Whittier's former tennis courts were included in the former recreation center land grant).
- 2) a portion of land near Adams Elementary, south of Woodslawn Park.
- 3) a portion of the tennis courts at the 12th Avenue Recreation Center (with conditions)

for NPS

- 1) parcel SE of the 12th Avenue Recreation Center near Eisenhower Elementary.
- 2) A portion of land east of Eisenhower Elementary that will connect NE Lions Park to High Meadows Park. The contract also outlines warranties for both parties regarding the status and condition of their respective properties to be exchanged.

The City's trade of a portion of the 12th Avenue Recreation tennis courts is done alongside a grant of a temporary easement from NPS. This easement agreement (E-2526-13) ensures that the City has exclusive access, use, and operation of the tennis courts during the operating hours of the 12th Avenue Park Land, as set by the Board of Parks Commissioners through the City's Parks Rules. The City shall also be responsible for the maintenance and repair of the tennis courts, with any non-routine maintenance subject to ten days' notice to NPS; and any improvements or construction to the tennis courts subject to NPS' advance approval. Each party will be responsible and liable for its own acts and omissions conducted on the property in accordance with its respective rights under the easement agreement.

NPS Board of Education considered and approved the agreement, the temporary easement, and the associated quit claim deeds at their November 10, 2025, board meeting.

RECOMMENDATION:

1. Staff recommends the approval of Contract K-2526-91 between the City of Norman and Independent School District No. 29 of Cleveland County for the above-described exchange of real estate.
2. Staff recommends the approval of Easement E-2526-13 between Independent School District No. 29 and the City of Norman for the parcel of land in the above-described exchange of real estate that encompasses the tennis courts at the 12th Avenue Recreation Center.
3. Staff recommends that the City Council authorize the City Manager to sign the associated quit claim deeds and any related documents on behalf of the City of Norman to be filed with the County to effectuate the land exchange.

K-2526-91

AGREEMENT FOR THE EXCHANGE OF REAL ESTATE

This Exchange Agreement (the "Agreement") is made as of this 10 day of November, 2025 (the "Effective Date"), by and between Independent School District No. 29 of Cleveland County, Oklahoma, a/k/a Norman Public Schools (the "District"), and the City of Norman, Oklahoma, an Oklahoma municipal corporation, (the "City"). District and the City may be referred to in this Agreement separately as a "Party" or collectively as the "Parties". In consideration of the mutual promises contained herein, the parties agree as follows:

1. **Real Property.** District is the owner of the real property described on Exhibit A attached ("District Property"), which is located in Norman, Oklahoma. City is the owner of the real property described on Exhibit B attached ("City Property"), which is located in Norman, Oklahoma. Subject to the terms and conditions of this Agreement, District agrees to convey the District Property to City, and City agrees to convey the City Property to District in exchange for the respective consideration described herein.
2. **Consideration.** The consideration to be received by District in exchange for the conveyance of the District Property to City is the conveyance by City of the City Property to District. The consideration to be received by City in exchange for the conveyance of the City Property to District is the conveyance by District of the District Property to City.
3. **Covenants.** The Parties understand and agree that the "Eisenhower Elementary School North Tract" is to be exchanged from the City to District alongside a grant of temporary easement (E-2526-13) from District to the City and, thereby, shall be subject to the terms and conditions of such temporary easement agreement filed of record in the real property records of Cleveland County, Oklahoma.
4. **District's Representations and Warranties.** District represents and warrants to City the following:
 - a. **No Violations of Law.** There are no uncured violations of any law, ordinance, order, regulation, rule or requirement of any governmental authority materially and adversely affecting the District Property.
 - b. **District's Authority.** District is the absolute owner of the District Property and has full power, authority and legal right to execute this Agreement and to carry out all of District's obligations under this Agreement. This Agreement constitutes the valid and binding obligation of District in accordance with its terms.
 - c. **No Governmental Notices.** No notices or requests have been received by District from any governmental agency or other utility with respect to the District Property with which District has failed or refused to comply. District shall comply with any such notices or requests received prior to the Effective Date of this Agreement.
 - d. **No Condemnation Proceedings.** District knows of no condemnation or eminent domain proceedings pending or threatened against the District Property or any part thereof.
 - e. **No Agreements Affecting Use.** There are and shall be no contracts, whether written or oral, affecting the use and operation of the District Property.

K-2526-91

- f. Confirmation. The execution and delivery by District of the District Quit Claim Deed conveying the District Property pursuant to this Agreement shall constitute confirmation by District that the foregoing representations and warranties are true and correct. All such representations and warranties shall survive the delivery of the District Quit Claim Deed.
5. City's Representations Warranties. City represents and warrants to District the following:
- a. No Violations of Law. There are no uncured violations of any law, ordinance, order, regulation, rule or requirement of any governmental authority materially and adversely affecting the City Property.
 - b. City's Authority. City is the absolute owner of the City Property and has full power, authority and legal right to execute this Agreement and to carry out all of City's obligations under this Agreement. This Agreement constitutes the valid and binding obligation of City in accordance with its terms.
 - c. No Governmental Notices. No notices or requests shall have been received by City from any governmental agency or other utility with respect to the City Property with which City has failed or refused to comply. City shall comply with any such notices or requests received prior to the Effective Date of this Agreement.
 - d. No Condemnation Proceedings. City knows of no condemnation or eminent domain proceedings pending or threatened against the City Property or any part thereof.
 - e. No Agreements Affecting Use. There are and shall be no contracts, whether written or oral, affecting the use and operation of the City Property.
 - f. Confirmation. The execution and delivery by City of the City Quit Claim Deed conveying the City Property pursuant to this Agreement shall constitute confirmation by City that the foregoing representations and warranties are true and correct. All such representations and warranties shall survive the delivery of the City Quit Claim Deed.
6. Default and Remedies. In the event of default in the performance or observance of any of the covenants of this Agreement:
- a. City's Default - District's Remedy. If City shall fail to perform City's obligations hereunder, except as excused by District's default or if any of District's representations and warranties herein contained shall prove to be false in any material respect, District shall make written demand on City for such performance and, if City fails to comply with such written demand within ten (10) days after receipt thereof, District shall have the option: (a) to seek specific performance; (b) to waive such default; (c) to terminate this Agreement by written notice to City and on such termination, the parties shall be discharged from any further obligations and liabilities hereunder; or (d) to exercise any and all other remedies available under state or federal law as a result of such default.
 - b. District's Default - City's Remedy. If District shall fail to perform District's obligations hereunder, except as excused by City's default or if any of City's

K-2526-91

representations or warranties herein contained shall prove to be false in any material respect, City shall make written demand upon District for performance and if District fails to comply with such written demand within ten (10) days after receipt thereof, City shall have the option: (a) to seek specific performance; (b) to waive such default; (c) to terminate this Agreement and upon such termination, the parties shall be discharged from any further obligations and liabilities hereunder; or (d) to exercise any and all other remedies available under state or federal law as a result of such default.

7. **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

With Copy to:

City Attorney
201 W Gray St.
P.O. Box 370
Norman, OK 73070

District:

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

8. **General.**

- 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. **Section Headings.** Headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- c. **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.

K-2526-91

- d. Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions this Agreement and give effect to the transactions contemplated hereby, including obtaining FAA consent for the release and transfer of the City Property.
- e. 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.
- f. Binding Effect. All the terms, covenants and conditions hereof shall be binding upon, inure to the benefit of and be enforced by the undersigned and their respective heirs, personal representatives, successors and permitted assigns.
- g. 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.
- h. Entire Agreement; Amendments. This Agreement constitutes the entire agreement among the parties hereto and there are no agreements, understandings, restrictions, warranties, or other representations between the parties hereto other than those set forth herein. All exhibits attached hereto are hereby incorporated herein and made a part of this Agreement. This Agreement may not be amended or modified, except in writing, signed by each of the parties hereto.
- i. Assignment. The rights of either party under this Agreement may not be assigned in whole or in part without the other party's written consent.
- j. 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.

[Signatures on following page]

K-2526-91

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

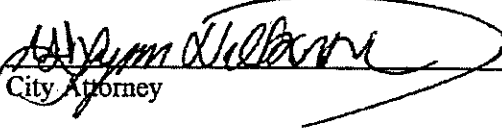
APPROVED this _____ day of _____, 2025 by the Norman City Council,

Stephen T. Holman, Mayor

ATTEST:

Brenda Hall, City Clerk

APPROVED as to form and legality this 20 day of November, 2025.


City Attorney

INDEPENDENT SCHOOL DISTRICT NO. 29 OF CLEVELAND COUNTY, OK

BY:


Dirk O'Hara, President, Board of Education

ATTEST:


~~Secretary~~ Deputy Board Clerk

APPROVED as to form and legality this 10 day of November, 2025.


Attorney for Norman Public Schools

K-2526-91

EXHIBIT A**Legal Description – District Property****Eisenhower Elementary School South Tract:**

A tract of land that is part of the Southwest Quarter (SW/4), Section Twenty-One (21), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described by metes and bounds as follows; COMMENCING at the Northwest Corner of said Southwest Quarter; THENCE S 89°24'26" E, along the north line of said Southwest Quarter, a distance of 300.39 feet to a found 3/8-inch iron pin; THENCE S 89°52'09" E, along the north line of said Southwest Quarter, a distance of 305.51 feet to a found 1/2-inch iron pin with cap, CA6975; THENCE S 00°47'31" E a distance of 199.71 feet to a found 1/2-inch iron pin with cap, CA6975; THENCE N 89°45'29" W a distance of 119.07 feet to the POINT OF BEGINNING; THENCE S 00°47'31" E a distance of 213.52 feet; THENCE N 89°46'06" W a distance of 80.96 feet to a found 1/2-inch iron pin with cap, CA6975; THENCE N 23°10'42" W a distance of 92.03 feet to a found 1/2-inch iron pin with cap, CA6975; THENCE N 00°48'46" W a distance of 129.08 feet to a found 1/2-inch iron pin with cap, CA6975; THENCE S 89°45'29" E a distance of 116.06 feet to the POINT OF BEGINNING. Above described tract contains 0.535 acres, more or less, per plat of survey MB-24036, dated February 17, 2025 by MacBax Land Surveying, PLLC.

Basis of Bearing is Grid North-Oklahoma State Plane Coordinate System, South Zone.

High Meadows Tract:

A tract of land that is part of the Southwest Quarter (SW/4), Section Twenty-One (21), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described by metes and bounds as follows; COMMENCING at the Northwest Corner of said Southwest Quarter; THENCE S 89°24'26" E, along the north line of said Southwest Quarter, a distance of 300.39 feet to a found 3/8-inch iron pin; THENCE S 89°52'09" E, along the north line of said Southwest Quarter, a distance of 305.51 feet to a found 1/2-inch iron pin with cap, CA6975; THENCE S 89°46'32" E, along the north line of said Southwest Quarter, a distance of 986.02 feet to the POINT OF BEGINNING; THENCE continuing S 89°46'32" E, along the north line of said Southwest Quarter, a distance of 326.61 feet to a found 1/2-inch iron pin with cap, CA6975; THENCE S 03°42'28" E a distance of 295.84 feet to a found 1/2-inch iron pin with cap, CA6975; THENCE N 89°45'50" W a distance of 293.45 feet to a found 1/2-inch iron pin with cap, CA6975; THENCE S 23°25'59" E a distance of 129.38 feet; THENCE N 89°43'58" W a distance of 118.03 feet to a found 1/2-inch iron pin with cap, CA6975; THENCE S 44°36'14" W a distance of 19.84 feet to a found 1/2-inch iron pin with cap, CA6975; THENCE northwesterly along a non-tangent curve to the left with a chord bearing of N 47°15'05" W, a chord distance of 5.00 feet, an arc length of 5.00 feet, and a radius of 78.76 feet; THENCE N 44°36'14" E a distance of 22.11 feet; THENCE S 89°43'58" E a distance of 14.63 feet; THENCE N 00°14'36" E a distance of 408.52 feet to the POINT OF BEGINNING. Above described tract contains 2.502 acres, more or less, per plat survey MB-24036, dated February 17, 2025 by MacBax Land Surveying, PLLC.

K-2526-91

EXHIBIT B**Legal Description – City Property****Eisenhower Elementary School North Tract:**

A tract of land that is part of the Southwest Quarter (SW/4), Section Twenty-One (21), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described by metes and bounds as follows; COMMENCING at the Northwest Corner of said Southwest Quarter; THENCE S 89°24'26" E, along the north line of said Southwest Quarter, a distance of 300.39 feet to a found 3/8-inch iron pin; THENCE S 89°52'09" E, along the north line of said Southwest Quarter, a distance of 186.45 feet to the POINT OF BEGINNING; THENCE continuing S 89°52'09" E, along the north line of said Southwest Quarter, a Distance of 119.07 feet to a found 1/2-inch iron pin with cap, CA6975; THENCE S 00°47'31" E a distance of 199.71 feet; THENCE N 89°45'29" W a distance of 119.07 feet; THENCE N 00°47'31" W a distance of 199.47 feet to the POINT OF BEGINNING. Above described tract contains 0.545 acres, more or less, per plat of Survey MB-24036, dated August 27, 2025 by MacBax Land Surveying, PLLC.

Basis of Bearing is Grid North-Oklahoma State Plane Coordinate System, South Zone.

Irving Middle School Tract:

A part of the Northeast Quarter (NE/4) of Section 33, T9N, R2W of the Indian Meridian, City of Norman, Cleveland County, Oklahoma, described as follows; COMMENCING at the Northeast Corner of said Section 33; Thence N89°49'27"W, 1522.54 feet along the north line of said Section 33; THENCE S00°06'38"E, 1134.82 feet to the POINT OF BEGINNING; THENCE N89°53'22"E, 250.00 feet; THENCE S00°06'38"E, 130.00 feet; THENCE S89°53'22"W, 250.00 feet; THENCE N00°06'38"W, 130.00 feet to the POINT OF BEGINNING, containing 32,500 square feet more or less, 0.75 acres more or less.

Adams Elementary School Tract:

A part of Lot Thirty-One (31), in Block Four (4), of the recorded plat of Woodslawn Addition to Norman, Cleveland County, Oklahoma, being more particularly described as follows: Beginning at the Southwest corner of said Lot 31; THENCE N 00°00'00" W a distance of 59.74 feet; THENCE N 89°55'53" E a distance of 217.00 feet; THENCE S 00°00'00" E a distance of 60.00 feet; THENCE S 90°00'00" W a distance of 217.00 feet to the point of beginning. Above described tract contains 0.298 acres, more or less, per plat of survey MB-24035, dated January 8, 2025 by MacBax Land Surveying, PLLC.

Basis of Bearing is West Line of Lot 31 being N 00°00'00" W as shown of the recorded plat.

TEMPORARY EASEMENT AGREEMENT

This Temporary Easement Agreement (this "**Agreement**") is entered this [REDACTED] day of [REDACTED] 2025, by and between Independent School District No. 29 of Cleveland County, Oklahoma (the "**Grantor**"), the owner of certain real property located in Norman, Cleveland County, Oklahoma, as more particularly defined on **Exhibit A**, attached hereto ("**Grantor Property**"), and the City of Norman, Oklahoma, a Cleveland County, Oklahoma municipal corporation (the "**Grantee**").

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easement.**

a. Grantor does hereby grant and convey unto Grantee: an exclusive temporary easement (the "**Easement**") in, under, upon, about, over, and through the surface of Grantor's Property as described and depicted on **Exhibit A—"Grantor Property"**, attached hereto and incorporated herein, which shall also be referred to as the "**Easement Area**," for the purposes of accessing, operating, using, maintaining, repairing, and improving certain recreational facilities (the "**Facilities**") within the Easement Area; The Easement is granted by Grantor and accepted by Grantee subject to:

- i. the provisions herein; and
- ii. any and all restrictions, covenants, easements, rights of way, reservations, encroachments, other encumbrances, and matters existing as of the date of this Agreement that are filed of record in the real property records of Cleveland County, Oklahoma, and, shown or would appear to be disclosed on an ALTA survey or inspection of the Easement Area and the Grantor Property, to the extent and only to the extent that such matters validly affect and are enforceable against the Easement and the Easement Area and the Property.

b. Grantee shall have the following rights of use and access for the Easement Area:

- i. to have Grantee's invitees, guests, representatives, agents, employees, contractors, or other persons on Grantee's behalf operate, use, enjoy, maintain, and repair the Easement Area and the Facilities within the Easement Area, during the operating hours of the 12th Avenue Park Land, as set by the Board of Parks Commissioners through the City of Norman Parks Rules; and
- ii. to have Grantee's invitees, guests, representatives, agents, employees, contractors, or other persons on Grantee's behalf access the Easement Area and Facilities by foot, vehicle, or equipment for the purposes described in this Agreement, during the operating hours of the 12th Avenue Park Land, as set by the Board of Parks Commissioners through the City of Norman Parks Rules.

2. **Operation, Maintenance, Repair, and Improvements.** Grantee covenants that, during the term of this Agreement, Grantee shall:

- a. Be solely responsible to keep, operate, use, maintain, access, and repair the Easement Area and Facilities in good working order and in accordance with all applicable local, state, and federal governmental laws, regulations, codes, and orders, and pursuant to, if required, a valid building permit, issued by the applicable governmental authority, all at Grantee's sole cost and expense.
 - b. Maintain and repair all Improvements in a good and workmanlike manner and in conformance with all applicable local, state, and federal governmental laws, regulations, codes, and orders, and pursuant to, if required, a valid building permit, issued by the applicable governmental authority, all at Grantee's sole cost and expense.
 - c. Be solely responsible, at Grantee's sole cost and expense, for implementing appropriate safety and security measures for the protection of persons and property within the Easement Area.
 - d. Be solely responsible for all costs and expenses of managing, maintaining, repairing, operating, insuring, providing utilities, lighting, sanitation, trash services, mowing, drainage, and all matters of concern and improvements in the Easement Area.
3. **Maintenance, Repairs, Notice.** Grantee shall provide ten (10) business days' prior written notice of nonroutine maintenance or repairs of the Facilities or the Easement Area. Grantee shall not make any improvements or additional construction upon the Easement Area without the express prior written approval of Grantor, in Grantor's sole discretion.
 4. **Interference.** During the term of this Agreement, the Grantor reserves the right of normal use of the Easement Area subject to the following limitations: the Grantor covenants and agrees that it will make good faith efforts to ensure that neither Grantor nor its representatives, agents, employees, guests, contractors or other persons acting on behalf of Grantor: (i) knowingly interferes with, impairs or prohibits the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) knowingly take any action which will interfere with or impair Grantee's access to or across the Easement Area as specified in this Agreement, and such as during the operating hours of the 12th Avenue Park Land; (iii) knowingly impair Grantee's performance of its obligations as specified in this Agreement; or (iv) make any material alterations or improvements to the Facilities or fixtures on the land (i.e. the tennis courts) without the prior written consent of the Grantee, which shall not be unreasonably withheld, conditioned, or delayed.
 5. **Hold Harmless and Covenant Not To Sue.** The Grantee covenants and agrees, on behalf of itself and its successors and assigns, to hold harmless and not to sue the Grantor and Grantor's representatives, agents, employees, guests, contractors or other persons acting on behalf of Grantor, for any and all losses, claims, lawsuits, damages, judgments, penalties, fines or liabilities, whether known or unknown, fixed or contingent, or whether legal or equitable, that arise from the acts or omissions of the Grantee or its representatives,

agents, employees, guests, contractors, or other persons exercising rights obtained through this Agreement including but not limited to all liabilities, acts, and omissions resulting in injuries or damages to persons or property who enter onto the Grantor Property, and including but not limited to any type of injury to person or property that arises out of the exercise of rights obtained through this Agreement or any failure of the Grantee or its representatives, agents, employees, guests, contractors, or other persons exercising rights obtained through this Agreement to lawfully and properly maintain and operate the Easement Area or the Facilities. Additionally, Grantee shall purchase and always maintain general liability insurance coverage with amounts of at least \$1,000,000 per occurrence and \$2,000,000 aggregate and provide Grantor with evidence of such coverage each year.

The Grantor covenants and agrees, on behalf of itself and its successors and assigns, to hold harmless and not to sue the Grantee and Grantee's representatives, agents, employees, guests, contractors or other persons acting on behalf of Grantee, for any and all losses, claims, lawsuits, damages, judgments, penalties, fines or liabilities, whether known or unknown, fixed or contingent, or whether legal or equitable, that arise from the acts or omissions of the Grantor or its representatives, agents, employees, guests, contractors, or other persons exercising Grantor's rights to the Grantor Property including but not limited to all liabilities, acts, and omissions resulting in injuries or damages to persons or property who enter onto the Grantor Property, and including but not limited to any type of injury to person or property that arises out of the exercise of Grantor's rights to the Grantor Property or any failure of the Grantor or its representatives, agents, employees, guests, contractors, or other persons exercising Grantor's rights to the Grantor Property.

6. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall continue in full force and effect.
7. **Governing Law.** This Easement and the terms of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Oklahoma without regard to its choice of law provisions. If any dispute arising out of or in connection with this Agreement results in litigation, venue of the action(s) shall be in the District Court of Cleveland County or the Western District of Oklahoma if federal jurisdiction is present and elected by Grantor or Grantee.
8. **Successors and Assigns.** This Easement and the terms of this Agreement shall run with the Property and shall be binding on the Grantor and Grantee, or their respective successors and assigns.
9. **Termination.** This Easement and the terms of this Agreement shall commence on the date first written above and shall automatically terminate on the earlier of: (i) ten (10) years from the date first written above, without further action required of Grantor or Grantee, or (ii) upon mutual written agreement of Grantor and Grantee recorded in the land records of Cleveland County, Oklahoma. This Easement and the terms of this Agreement may be

extended by mutual written agreement of Grantor and Grantee recorded in the land records of Cleveland County, Oklahoma. Upon termination, all rights granted by Grantor to Grantee hereunder shall return to and vest in the Grantor or its successors-in-interest to or assigns of the Grantor Property.

10. **Improvements at Termination.** Following the termination of the Easement and this Agreement, any and all Improvements made by Grantee shall remain with the Grantor Property and automatically become the property and ownership of Grantor.
11. **Entire Agreement.** This Agreement constitutes the entire agreement between the Grantor and Grantee respecting the subject matter, and the obligations of Grantor and Grantee and rights obtained by Grantee through this Agreement are the only obligations and rights contracted for and for which consideration has passed to Grantor. Any agreement, understanding, or representation with respect to the subject matter of this Agreement not expressly set forth in this Agreement or later modified or amended in a writing signed by both Grantor and Grantee, is null and void. This Agreement shall not be modified or amended except for in writing, signed by both Grantor and Grantee or their assigns or successors-in-interest, and only upon proper recordation in the land records of Cleveland County, Oklahoma.
12. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

TO HAVE AND TO HOLD the above-described Easements unto the said Grantee, its successors and assigns, for the purposes set forth herein.

[Signatures on following pages]

IN WITNESS WHEREOF, the Grantor and Grantee have each executed this AGREEMENT as of the date first written above.

Signed and delivered this ____ day of _____, 2025.

GRANTEE: City of Norman, Oklahoma, a Cleveland County, Oklahoma Municipal Corporation by:

Stephen T. Holman, Mayor

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 2025, personally appeared Darrel Pyle, to me known to be the identical person(s) who executed the foregoing quit claim deed and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.
WITNESS my hand and seal the day and year last above written.

My Commission Expires: _____ Notary Public: _____

Approved as to form and legality this 20 day of November, 2025.


City Attorney

GRANTOR: Independent School District No. 29 of Cleveland County, Oklahoma, a/k/a Norman Public Schools by:

Dirk O'Hara, President, Board of Education
As authorized by the Norman Public Schools Board of Education

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 2025, personally appeared Dirk O'Hara, to me known to be the identical person(s) who executed the foregoing quit claim deed and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.
WITNESS my hand and seal the day and year last above written.

My Commission Expires: _____ Notary Public: _____

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

Attorney for Norman Public Schools

EXHIBIT A
Legal Description of
Grantor's Property and Easement Area

Eisenhower Elementary School (Tract 4):

A tract of land that is part of the Southwest Quarter (SW/4), Section Twenty-One (21), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described by metes and bounds as follows; COMMENCING at the Northwest Corner of said Southwest Quarter; THENCE S 89°24'26" E, along the north line of said Southwest Quarter, a distance of 300.39 feet to a found 3/8-inch iron pin; THENCE S 89°52'09" E, along the north line of said Southwest Quarter, a distance of 186.45 feet to the POINT OF BEGINNING; THENCE continuing S 89°52'09" E, along the north line of said Southwest Quarter, a Distance of 119.07 feet to a found 1/2-inch iron pin with cap, CA6975; THENCE S 00°47'31" E a distance of 199.71 feet; THENCE N 89°45'29" W a distance of 119.07 feet; THENCE N 00°47'31" W a distance of 199.47 feet to the POINT OF BEGINNING. Above described tract contains 0.545 acres, more or less, per plat of Survey MB-24036, dated August 27, 2025 by MacBax Land Surveying, PLLC.

Basis of Bearing is Grid North-Oklahoma State Plane Coordinate System, South Zone.

Exhibit A
Eisenhower Elementary School (Tract 4)

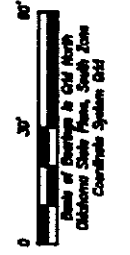
POINT OF COMMENCING
NW Corner of SW/4
Section 21-BN-SW
Found MAG Nail
(OCCR by PLS 1542 date 9/23/2009)
S89°52'10"E 168.45'
S89°52'10"E 119.07'
Found 1" Iron Pin
CA 6975

Point of Beginning
S89°52'10"E 119.07'
Found 1" Iron Pin
CA 6975

S00°47'31"E 198.71'

Tract 4
0.545 acres

N89°45'29"W 119.07'
Found 1" Iron Pin
CA 6975



LEGEND

- SET 1/2" IRON PIN WITH CAP "MAGNOLIA CA 8137"
- FOUND SURVEY MONUMENT
- ◇ FOUND PLS MONUMENT
- SECTION LINE
- - - QUARTER-QUARTER SECTION LINE
- - - LOT LINE
- FENCE
- BOUNDARY LINE
- EASEMENT LINE

Tract 4 Legal Description
A tract of land that is part of the Southwest Quarter (SW/4), Section Twenty-One (21), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described by name and bounds as follows: COMMENCING at the Northwest Corner of said Southwest Quarter; THENCE S 89°52'10" E, along the north line of said Southwest Quarter, a distance of 300.39 feet to a found 3/8-inch iron pin; THENCE S 89°52'10" E, along the north line of said Southwest Quarter, a distance of 168.45 feet to the POINT OF BEGINNING; THENCE continuing S 89°52'10" E, along the north line of said Southwest Quarter, a distance of 119.07 feet to a found 1/2-inch iron pin with cap, CA6975; THENCE S 00°47'31" E a distance of 198.71 feet; THENCE N 89°45'29" W a distance of 119.07 feet; THENCE N 00°47'31" W a distance of 198.47 feet to the POINT OF BEGINNING. Above described tract contains 0.545 acres, more or less, per plat of survey MB-24036, dated August 27, 2025 by MacBain Land Surveying, PLLC.

Scale of Bearings is Old North-Oklahoma State Plane Coordinate System, South Zone.

- Notes**
1. Except as specifically added or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject tract: easements, other than possible easements which were visible at the time of making this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations; and any other facts which on records and current title search may disclose.
 2. This survey is based upon the Map of High Meadows Addition, Section 2, Block 8, Page 83, filed in Cleveland County, Oklahoma and CONFIRMED by the Oklahoma State Board of Land Surveyors.
 3. Last date of field work: February 13, 2025.
 4. This survey meets or exceeds the requirements set forth by the "Oklahoma Minimum Standards for the Practice of Land Surveying" as adopted by the Oklahoma State Board of Land Surveyors for Professional Engineers and Land Surveyors.



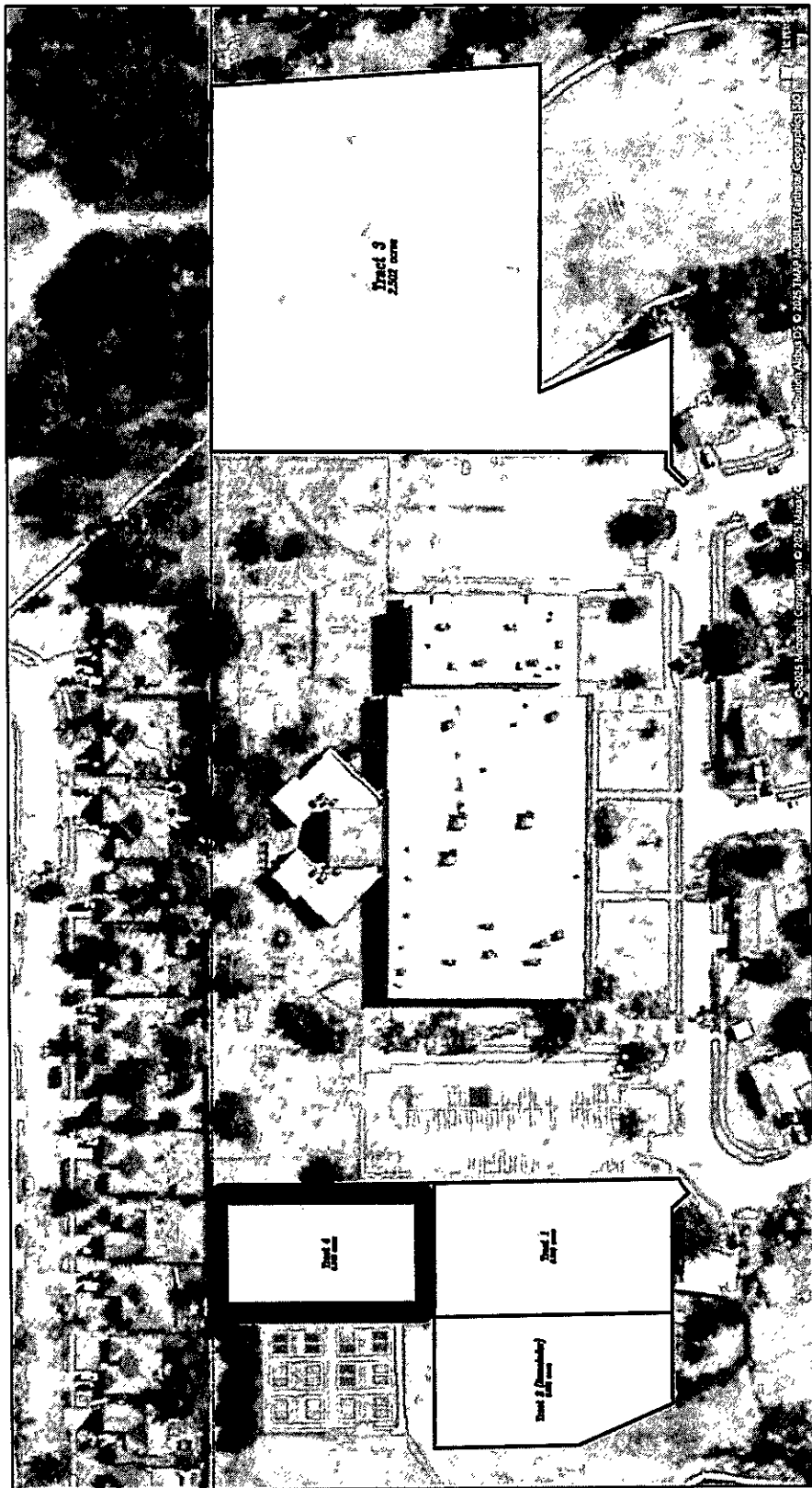
9/05/2025

MBS
MacBain Land Surveying, PLLC
Civil Engineering & Land Surveying

5744 Huston Court, Suite 130
Norman, OK 73069
Telephone: (405) 872-7584
Email: Kent@MBS.us
Certificate of Authorization No. 8137

Part of the SW/4
Section 21, T-9-N, R-2-W,
Cleveland County,
Oklahoma

Norman Public School District
DATE: 9/05/2025 SCALE: 1" = 30'
DRAWN BY: KENT MACE
CHECKED BY: KENT MACE
PLAT NO.: MB-24036
SHEET: 5 of 5



9/05/2025

NBLS

MacBar Land Surveying, PLLC
civil engineering & land surveying

5744 Huether Court, Suite 130
Norman, OK 73069
Telephone: (405) 872-7594
Email: Kent@NBLS.us

Certificate of Authorization No. 8137

LOCATION Part of the SW/4 Section 21, T-9-N, R-2-W, Cleveland County, Oklahoma	
SURVEY FOR Norman Public School District	
DATE 9/05/2025	SCALE 1" = 50'
REVISED	PROJECT NO. MB-24036
PAGE 1 of 5	

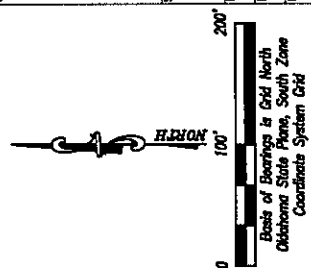


Exhibit "A" Eisenhower Elementary School Tract (4)

POINT OF COMMENCING
NW Corner of SW/4
Section 21--9N--2W
Found MAG Nail
(OCCR by PLS 1542 date 9/23/2009)

S89°24'26"E 300.39' Found 1/2" Iron Pin
North line SW/4

Point of Beginning
S89°52'09"E 119.07'
Found 1/2" Iron Pin
CA 6975

S00°47'31"E 199.71'

N00°47'31"W 199.47'

Tract 4
0.545 acres

N89°45'29"W 119.07'
Found 1/2" Iron Pin
CA 6975

0 30' 60'
Scale
Basis of Bearings is Old North
Oklahoma State Plane, South Zone
Coordinate System GCS

LEGEND

- SET 1/2" IRON PIN WITH CAP "MACBAX CA 8137"
- FOUND SURVEY MONUMENT
- ◇ FOUND PLS MONUMENT
- SECTION LINE
- QUARTER SECTION LINE
- QUARTER-QUARTER SECTION LINE
- LOT LINE
- FENCE
- BOUNDARY LINE
- EASEMENT LINE

Tract 4 Legal Description

A tract of land that is part of the Southwest Quarter (SW/4), Section Twenty-One (21), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described by metes and bounds as follows: COMMENCING at the Northwest Corner of said Southwest Quarter; THENCE S 89°24'26" E, along the north line of said Southwest Quarter, a distance of 300.39 feet to a found 3/8-inch iron pin; THENCE S 89°52'09" E, along the north line of said Southwest Quarter, a distance of 119.07 feet to the POINT OF BEGINNING; THENCE continuing S 89°52'09" E, along the north line of said Southwest Quarter, a distance of 119.07 feet to a found 1/2-inch iron pin with cap, CA6975; THENCE S 00°47'31" E a distance of 199.71 feet; THENCE N 89°45'29" W a distance of 119.07 feet; THENCE N 00°47'31" W a distance of 199.47 feet to the POINT OF BEGINNING. Above described tract contains 0.545 acres, more or less, per plat of survey MB-24036, dated August 27, 2025 by MacBax Land Surveying, PLLC.

Basis of Bearing is Old North-Oklahoma State Plane Coordinate System, South Zone.

Notes

- Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject real estate: easements, other than possible easements which were visible at the time of making this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations; and any other facts which an accurate and current title search may disclose.
- This survey is based upon the Report of High Meadows Addition, Section 2, Book 9, Page 93, filed in Cleveland County, Oklahoma and CONTRACT K-1415-110, a contract between the City of Norman, Oklahoma and Norman Public Schools.
- Last date of field work: February 13, 2025.
- This survey meets or exceeds the requirements set forth by the "Oklahoma Minimum Standards for the Practice of Land Surveying" as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.



9/05/2025

MBLS
MacBax Land Surveying, PLLC
civil engineering & land surveying

5744 Huettner Court, Suite 130
Norman, OK 73069
Telephone: (405) 872-7594
Email: Kent@MBLS.us

Certificate of Authorization No. 8137

<p>LOCATION Part of the SW/4 Section 21, T-9N, R-2-W, Cleveland County, Oklahoma</p>	
<p>SURVEY FOR Norman Public School District</p>	
DATE 9/05/2025	SCALE 1" = 30'
REVISED 8/27/2025	PROJECT NO.
PAGE 5 of 5	MB-24036

Exhibit "A"
Irving Middle School Tract

Item 23.

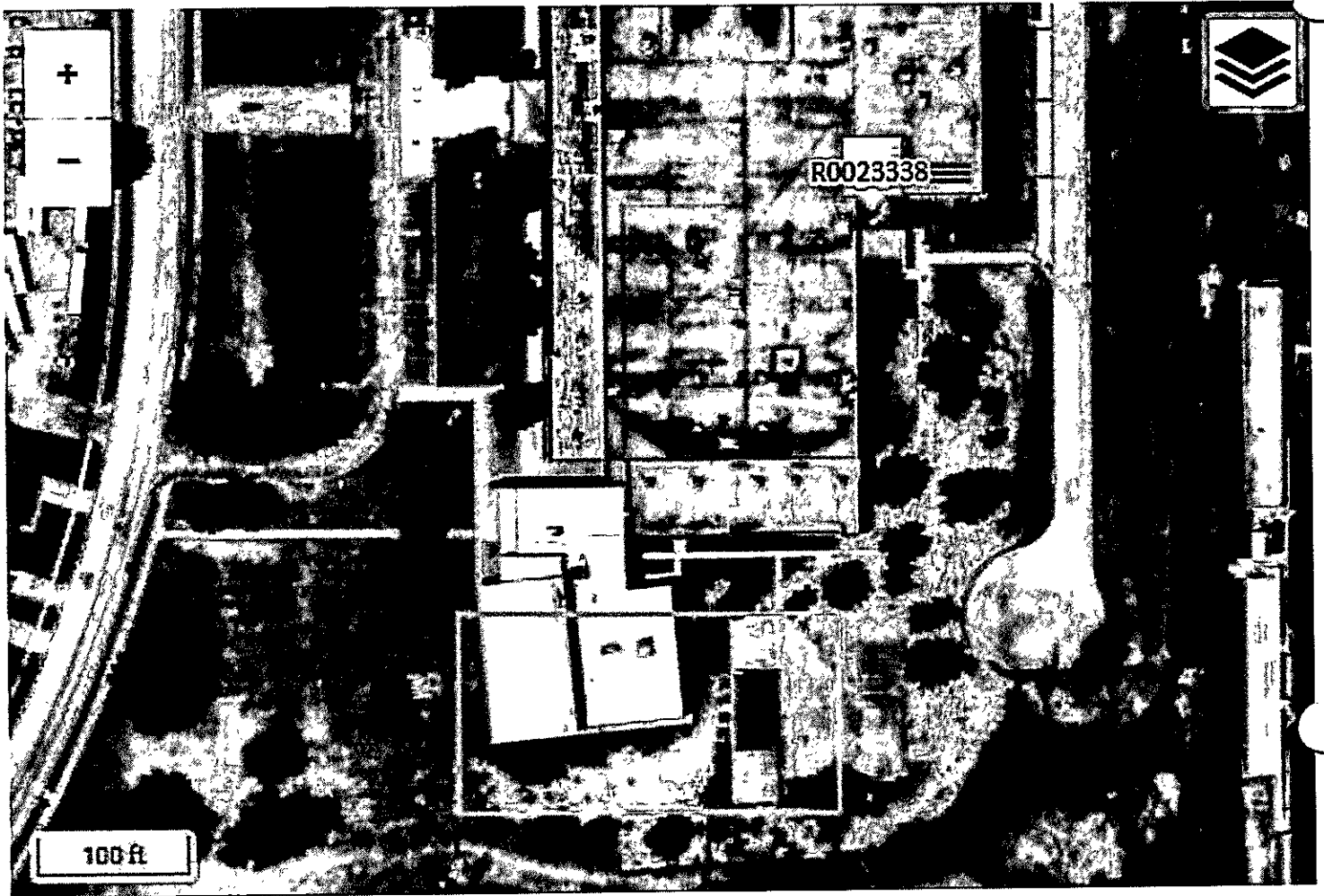


Exhibit "A" Adams Elementary School Tract (31B)

Lot 31A Legal Description
A part of Lot Thirty-One (31), in Block Four (4), of the recorded plat of Woodslawn Addition to Norman, Cleveland County, Oklahoma, being more particularly described as follows: Commencing at the Southwest corner of said Lot 31; THENCE N 00°00'00" W a distance of 59.74 feet to the POINT OF BEGINNING; THENCE continuing N 00°00'00" W a distance of 450.00 feet; THENCE S 90°00'00" W a distance of 130.00 feet; THENCE N 00°00'00" W a distance of 10.00 feet; THENCE N 90°00'00" E a distance of 198.05 feet; THENCE N 60°00'00" E a distance of 140.00 feet; THENCE S 24°00'00" E a distance of 25.00 feet; THENCE S 60°00'00" W a distance of 130.00 feet; THENCE S 22°30'00" E a distance of 336.17 feet; THENCE S 00°00'00" E a distance of 130.38 feet; THENCE S 89°55'53" W a distance of 217.00 feet to the point of beginning. Above described tract contains 1.980 acres, more or less, per plat of survey MB-24035, dated January 8, 2025 by MacBar Land Surveying, PLLC.

Lot 31B Legal Description
A part of Lot Thirty-One (31), in Block Four (4), of the recorded plat of Woodslawn Addition to Norman, Cleveland County, Oklahoma, being more particularly described as follows: Beginning at the Southwest corner of said Lot 31; THENCE N 00°00'00" W a distance of 59.74 feet; THENCE N 89°55'53" E a distance of 217.00 feet; THENCE S 00°00'00" E a distance of 60.00 feet; THENCE S 90°00'00" W a distance of 217.00 feet to the point of beginning. Above described tract contains 0.288 acres, more or less, per plat of survey MB-24035, dated January 8, 2025 by MacBar Land Surveying, PLLC.

Basis of Bearing is West Line of Lot 31 being N 00°00'00" W as shown of the recorded plat.

Notes

1. Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject real estate: easements, other than possible easements which were visible at the time of making this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations; and any other facts which an accurate and current title search may disclose.
2. This survey is based upon the Plat of Woodslawn Addition, Book 2, Page 61, filed in Cleveland County, Oklahoma.
3. Last date of field work: December 20, 2024.
4. This survey meets or exceeds the requirements set forth by the "Oklahoma Minimum Standards for the Practice of Land Surveying" as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

LEGEND

- SET 1/2" RGN PIN WITH CAP "MACBAR CA 8137"
- FOUND RGN PIN
- LOT LINE
- FENCE
- BOUNDARY LINE



1/8/2025

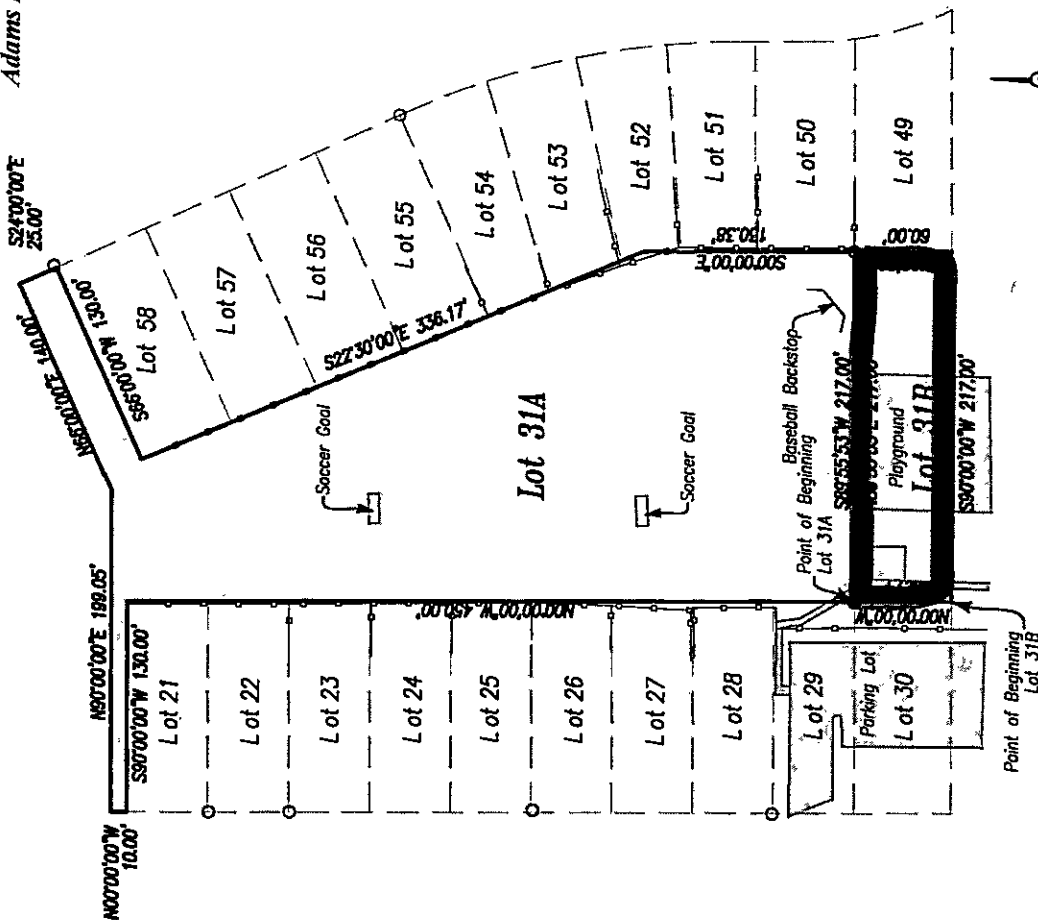
MBLS
MacBar Land Surveying, PLLC
Civil Engineering & Land Surveying

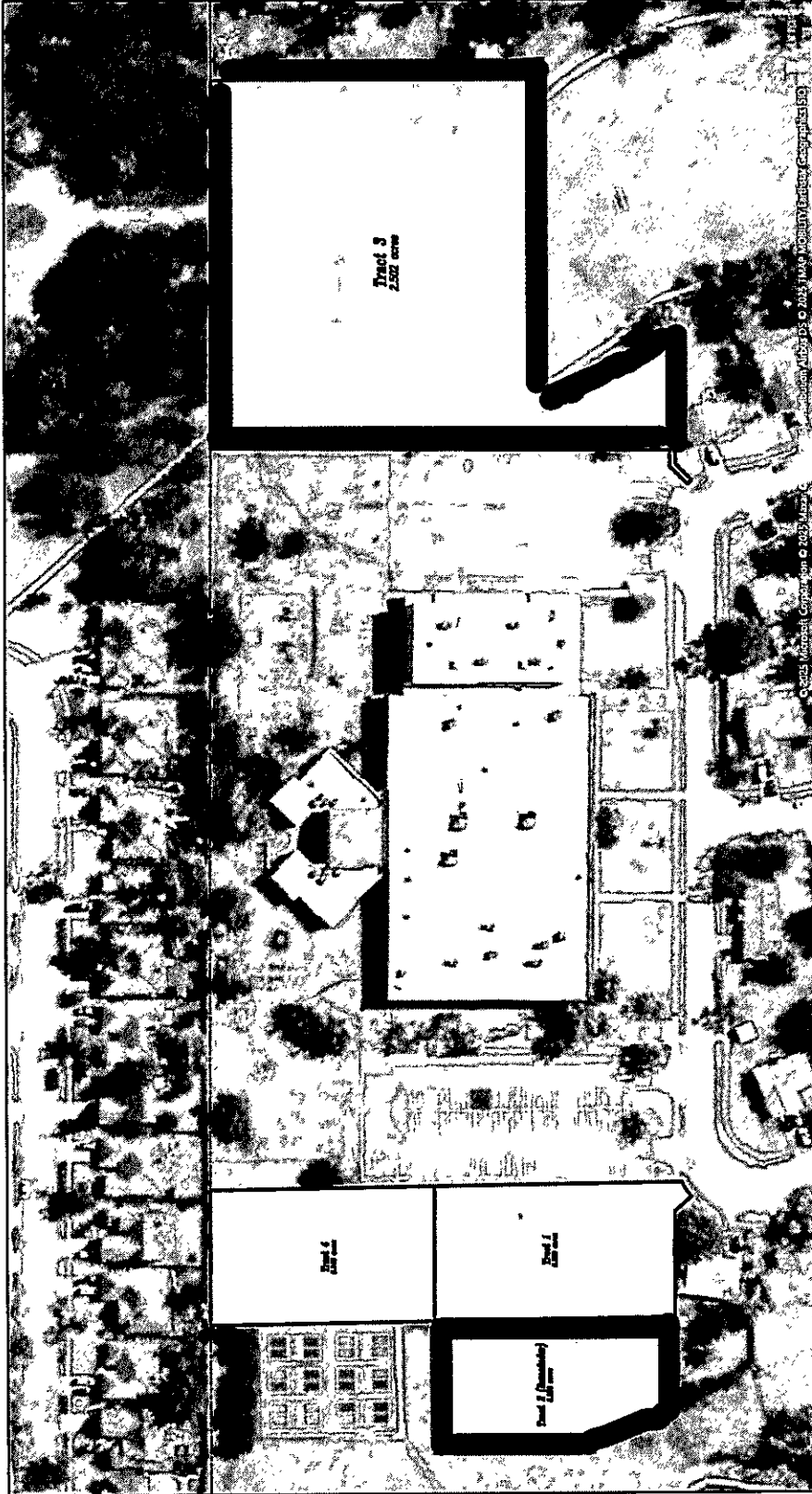
5744 Huebner Court, Suite 100
Norman, OK 73069
Telephone: (405) 872-7594
Email: Kent@MBLS.us
Certificate of Authorization No. 8137

LOCATION Lot 31, Block 4 Woodslawn Addition Section 30, T-9-N, R-2-W, Norman, Cleveland County, Oklahoma	
SURVEY FOR Adams Elementary	
DATE	1/8/2025
SCALE	1" = 75'
PROJECT NO.	MB-24035
PAGE	1 of 1



Basis of Bearings is GRS North
Oklahoma State Plane, South Zone
Coordinate System Grid





9/05/2025

MBS

MacBee Land Surveying, PLLC
civil engineering & land surveying

5744 Huelthner Court, Suite 130
Norman, OK 73069

Telephone: (405) 872-7594
Email: Kent@MBS.us

Certificate of Authorization No. 8137

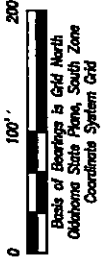
Part of the SW/4
Section 21, T-9-N, R-2-W,
Cleveland County,
Oklahoma

SURVEY FOR
Norman Public School District

DATE 9/05/2025 SCALE 1" = 50'

PROJECT NO.

PAGE 1 of 5 MB-24036



Tract 2 Leaf Description

S89°24'26"E 300.39' S89°52'09"E 305.51'

POINT OF COMMENCING
NW Corner of SW/4
Section 21-9N-2W -
Found MAG Nail
(OCCUR by PLS 1542 date 9/23/2009)

A tract of land that is part of the Southwest Quarter (SW¼), Section Twenty-One (21), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described by metes and bounds as follows: BEGINNING at the Northwest Corner of said Southwest Quarter; THENCE S 89°24'28" E, along the north line of said Southwest Quarter, a distance of 300.33 feet to a found 3/8-inch iron pin; THENCE S 89°32'09" E, along the north line of said Southwest Quarter, a distance of 305.51 feet to a found 1/2-inch iron pin with said Southwest Quarter, a distance of 305.51 feet to a found 1/2-inch iron pin with said SW¼; THENCE S 04°47'31" E a distance of 189.71 feet to a found 1/2-inch iron pin with CHANGES; THENCE S 04°47'31" W a distance of 119.07 feet to the POINT OF BEGINNING; THENCE S 07°47'58" E a distance of 213.52 feet; THENCE N 89°48'06" W a distance of 80.96 feet to a found 1/2-inch iron pin with CHANGES; THENCE N 89°48'06" W a distance of 80.96 feet to a found 1/2-inch iron pin with CHANGES; THENCE N 23°10'42" W a distance of 92.03 feet to a found 1/2-inch iron pin with said CHANGES; THENCE N 00°48'46" W a distance of 128.00 feet to a found 1/2-inch iron pin with said CHANGES; THENCE S 89°45'29" E a distance of 1116.06 feet to the POINT OF BEGINNING. Above described tract contains 0.535 acres, more or less, per plat of survey MB-240236, dated February 17, 2025 by McClain Land Surveyors, PLLC.

Basis of Bearing is Grid North--Oklahoma State Plane Coordinate System, South Zone.

Notes

1. Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject real estate: easements, other than those easements which were visible at the time of making this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations; and any other facts which on accurate and current title search may disclose.
2. This survey is based upon the Replat of High Meadows Addition, Section 2, Book 8, Page 93, filed in Cleveland County, Oklahoma and CONTRACT K-1415-110, a contract between the City of Norman, Oklahoma and Norman Public Schools.
3. Last date of field work: February 13, 2025.
4. This survey meets or exceeds the requirements set forth by the "Oklahoma Minimum Standards for the Practice of Land Surveying" as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

Tract 2 (Remainder)
0.535 acres

0.535 acres

Found 1" Iron Pin
CA 6975

0 30' 60'

Basis of Bearings is Grid North
Oklahoma State Plane, South Zone
Coordinate System Grid

9/05/2025

VBLS

MacBax Land Surveying, PLLC
civil engineering & land surveying

t, Suite 130

Telephone: (405) 872-7

Email: Kent@MBLS.us

Part of the SW/4
Section 21, T-9-N, R-2-W,
Cleveland County,
Oklahoma

Norman Public School District

100-443887-100

9/05/2025	1
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PROJECT NO. MB-24036

3

Exhibit "A"

High Meadows Tract (3)

Tract 3 Legal Description
A tract of land that is part of the Southwest Quarter (SW/4), Section Twenty-One (21), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described by metes and bounds as follows: COMMENCING at the Northwest Corner of said Southwest Quarter; THENCE S 89°24'26" E, along the north line of said Southwest Quarter, a distance of 300.39 feet to a found 3/8-inch iron pin; THENCE S 89°52'09" E, along the north line of said Southwest Quarter, a distance of 305.51 feet to a found 1/2-inch iron pin with cap, CA6975; THENCE S 89°46'32" E, along the north line of said Southwest Quarter, a distance of 986.02 feet to the POINT OF BEGINNING; THENCE continuing S 89°46'32" E, along the north line of said Southwest Quarter, a distance of 326.61 feet to a found 1/2-inch iron pin with cap, CA6975; THENCE S 03°42'28" E, a distance of 295.84 feet to a found 1/2-inch iron pin with cap, CA6975; THENCE N 89°45'50" W a distance of 293.45 feet to a found 1/2-inch iron pin with cap, CA6975; THENCE S 23°25'59" E, a distance of 129.38 feet; THENCE N 89°43'58" W a distance of 118.03 feet to a found 1/2-inch iron pin with cap, CA6975; THENCE S 44°36'14" W a distance of 19.84 feet to a found 1/2-inch iron pin with cap, CA6975; THENCE northwesterly along a non-tangent curve to the left with a chord bearing of N 47°15'05" W, a chord distance of 5.00 feet, an arc length of 5.00 feet, and a radius of 78.76 feet; THENCE N 44°36'14" E a distance of 22.11 feet; THENCE S 89°43'58" E a distance of 14.63 feet; THENCE N 00°14'36" E a distance of 408.52 feet to the POINT OF BEGINNING. Above described tract contains 2.502 acres, more or less, per plat of survey MB-24036, dated February 17, 2025 by MacBox Land Surveying, PLLC.

Notes

1. Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject real estate: easements, other than possible easements which were visible at the time of making this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations; and any other facts which an accurate and current title search may disclose.
2. This survey is based upon the Replat of High Meadows Addition, Section 2, Book 9, Page 53, filed in Cleveland County, Oklahoma.
3. Last date of field work: February 13, 2025.
4. This survey meets or exceeds the requirements set forth by the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.



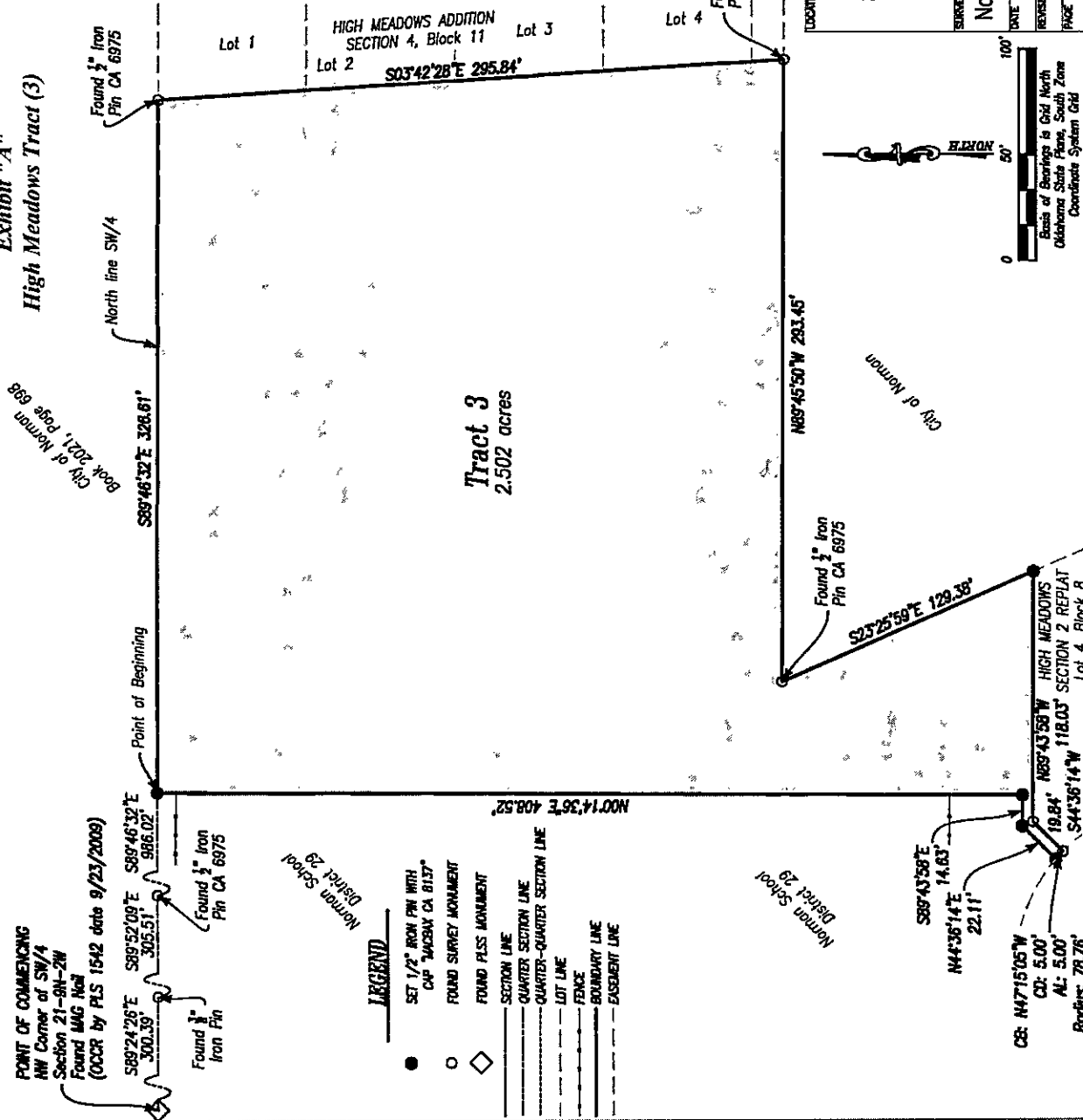
9/10/2025

MBLS
MacBox Land Surveying, PLLC
civil engineering & land surveying

5744 Huebner Court, Suite 130
Norman, OK 73069
Telephone: (405) 872-7594
Email: Kent@MBLS.us
Certificate of Authorization No. 8137

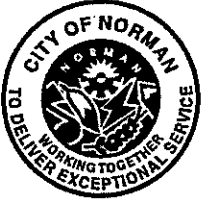
Part of the SW/4
Section 21, T-9-N, R-2-W,
Cleveland County,
Oklahoma

Norman Public School District
DATE: 9/05/2025 SCALE: 1" = 50'
PROJECT NO.:
REVISION:
PAGE: 4 of 5
MB-24036



File Attachments for Item:

25. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2526-75: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$70,000 FROM THE EAST LIBRARY CEILING TILE PROJECT TO THE BUILDING MAINTENANCE – ROOFS PROJECT FOR EMERGENCY REPAIRS TO THE NORMAN INVESTIGATION CENTER. (Ward 2)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/25/2025

REQUESTER: Lance Harper, Facility and Construction Program Manager

PRESENTER: Jason Olsen, Parks and Recreation Director

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2526-75: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$70,000 FROM THE EAST LIBRARY CEILING TILE PROJECT TO THE BUILDING MAINTENANCE – ROOFS PROJECT FOR EMERGENCY REPAIRS TO THE NORMAN INVESTIGATION CENTER. (Ward 2)

BACKGROUND:

In fiscal year 2025, the Capital Improvements Projects budget funded the East Library Ceiling Tile project in the amount of \$72,500.

DISCUSSION:

The original project was for \$72,500 and was to replace discontinued ceiling tiles that were falling from the ceiling. A company was hired to work on the ceiling grid, addressing the issues with tiles falling. We were also able to find a replacement for the discontinued tile and purchased attic stock for this building. The cost for this was \$2,500.

The Norman Investigation Center (NIC) is in need of an emergency roof repair and mold removal. The estimated cost for this work will be approximately \$60,000. Staff would like to use the available balance of \$70,000 from the East Library Ceiling Tile project to complete these repairs.

RECOMMENDATION:

It is recommended that the City Council approve Resolution R-2526-75 transferring \$70,000 from East Library Ceiling Tile project, Construction (Account 50196677-46101; Project EF0249) to Building Maintenance – Roofs, Construction (Account 50595540-46101; Project EF1002).

Resolution

R-2526-75

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$70,000 FROM THE EAST LIBRARY CEILING TILE PROJECT TO THE BUILDING MAINTENANCE – ROOFS PROJECT.

- § 1. WHEREAS, the Capital Improvements Projects FY 2025 budget of \$72,500, funded the East Library Ceiling Tile project but only used \$2,500 for the needed replacement tiles; and
- § 2. WHEREAS, the Norman Investigation Center (NIC) is in need of emergency roof repairs and mold removal; and
- § 3. WHEREAS, Staff would like to use the available balance of \$70,000 from the East Library Ceiling Tile project to complete these repairs; and
- § 4. WHEREAS, there is sufficient unencumbered and unallocated balance in Capital Improvements Fund to fund these expenses.

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

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

<u>Losing Account</u>	<u>Gaining Account</u>	<u>Amount</u>
Capital Improvements Projects – East Library Ceiling Tile Project 50196677-46101	Building Maintenance – Roofs Project 50595540-46101	\$70,000

PASSED AND APPROVED this 25th day of November, 2025.

Mayor, Stephen T. Holman

ATTEST:

City Clerk



File Attachments for Item:

27. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2526-102: AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORMAN, OKLAHOMA AND OKLAHOMA DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES REAL PROPERTY TRUST FOR A 3.23 ACRE TRACT OF LAND LYING IN AND BEING A PART OF THE SE/4 OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, IN THE AMOUNT OF \$74,290 AND BUDGET APPROPRIATION (along Reed Avenue, just south of Main Street) (Ward 4).



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/25/2025

REQUESTER: Anthony Purinton, Assistant City Attorney

PRESENTER: Anthony Purinton, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2526-102: AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORMAN, OKLAHOMA AND OKLAHOMA DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES REAL PROPERTY TRUST FOR A 3.23 ACRE TRACT OF LAND LYING IN AND BEING A PART OF THE SE/4 OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, IN THE AMOUNT OF \$74,290 AND BUDGET APPROPRIATION (along Reed Avenue, just south of Main Street) (Ward 4).

BACKGROUND:

City Council has prioritized the identification and purchase of real property to serve as a permanent location for an overnight shelter and/or day shelter. In the past several years, multiple properties were considered but were ultimately deemed unsuitable. Property owned by the Oklahoma Department of Mental Health and Substance Abuse Services Real Property Trust ("ODMHSAS" or "Department"), around the current location of Food & Shelter, Inc., has repeatedly been suggested as the most viable location for a permanent shelter, both by Council and by community members. With ODMHSAS's recent efforts to construct a new State mental health hospital, the Department has been willing to sell some of its real property located in Norman. City Staff, at the direction of City Council, worked with the Department to identify property and negotiate the acquisition.

DISCUSSION:

The corresponding Interlocal Agreement, Contract K-2526-102, is for the purchase of approximately 3.23 acres of land along Reed Avenue, just south of Main Street (a survey has been attached to the agenda, which provides a more detailed map of the parcel). An appraisal was obtained by the State of Oklahoma Office of Management and Enterprise Services (OMES) on behalf of ODMHSAS, which valued the land at \$74,290, which is the proposed purchase price of the property. If approved, the Department will convey the property to the City via a Quit Claim Deed. Closing on the acquisition would be expected to take place before the end of the calendar year 2025.

Staff requests an appropriation for the Capital Fund Balance (Account 50-29000) to fund the purchase and associated closing costs.

RECOMMENDATION 1:

City Staff recommends approval of Contract K-2526-106 for the purchase of property from the Oklahoma Department of Mental Health Abuse Services Real Property Trust.

RECOMMENDATION 2:

City Staff recommends an appropriation of \$109,290 from Capital Fund Balance (Account 50-29000) to Homeless Shelter Facility, Land (Account 50193365-46001; Project BG0099).



OKLAHOMA
Office of Management
& Enterprise Services

**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 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 3.23 acre tract of land lying in and being a part of the SE/4 of Section 29, Township 9 North, Range 2 West of the 1.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 desires to purchase the Property to enable the City to continue to provide services for those in need, building a homeless shelter and/or providing 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 Real Property Trust shall sell the Property to the City for a sum of Seventy-Four Thousand Two Hundred Ninety Dollars (\$74,290.00)
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 CASH TRANSACTION; the Purchase Price is Seventy-Four Thousand Two Hundred Ninety Dollars (\$74,290.00).
 - 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 and shall be either cashier's check or wire transfer. Said funds to be directly deposited into the _____ as required by O.S. § ____.
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) 217-7700, 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.

City of Norman, Cleveland County, OK

(Type or print)

By:

Stephen Tyler Holman, Mayor

Attest:

Brenda Hall, City Clerk

By:

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

Date:

Department of Mental Health and Substance Abuse
Services Real Property Trust

(Type or print)

By:

(Signature)

Hamel B.
Reinmiller, Trust Chair

(Print name and title)

Date:

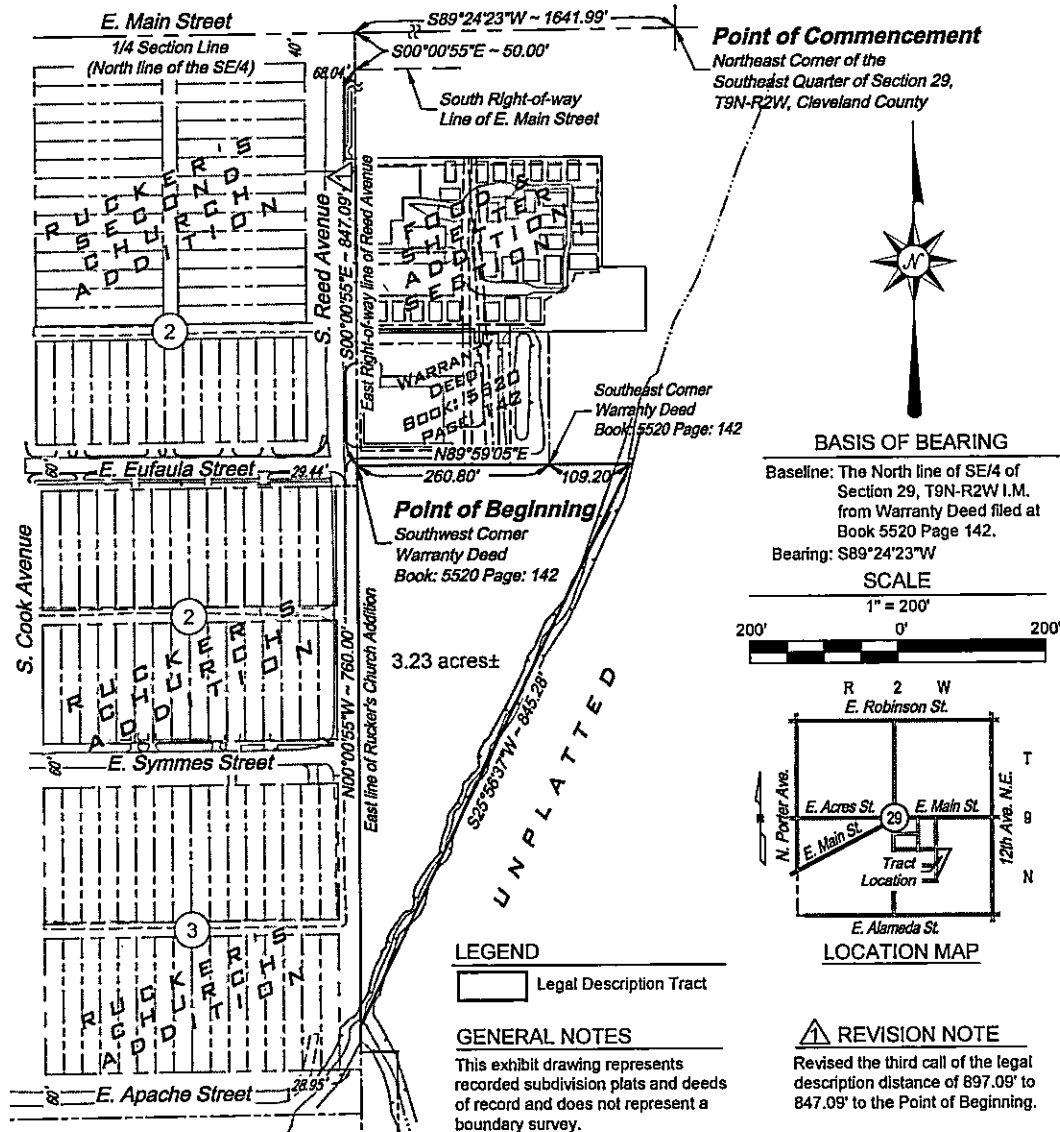
11/20/2025

Exhibit "A"

A tract of land located in the Southeast Quarter (SE/4) of Section Twenty-nine (29), Township Nine (9) North, Range Two (2) West of the Indian Meridian (I.M.), Cleveland County, Oklahoma, having a basis of bearing of S89°24'23"W along the North line of the Southeast Quarter of Section 29, T9N-R2W, as described in a Warranty Deed filed in Book 5520 at Page 142 of the Cleveland County Clerks records, and being more particularly described by metes and bounds as follows:

COMMENCING at the Northeast Corner (NE/C) of the Southeast Quarter of said Section 29;
THENCE S89°24'23"W along the North line of said SE/4 for a distance of 1641.99 feet;
THENCE S00°00'55"E a distance of 50.00 feet to a point, being the intersection of the East right-of-way line of Reed Avenue and the South right-of-way line of Main Street;
THENCE continuing S00°00'55"E, along the East right-of-way line of Reed Avenue, a distance of 847.09 feet to the Southwest Corner (SW/C) of a parcel of land described in a Warranty Deed, filed in Book 5520 at Page 142 of the Cleveland County Clerks records, said point being the POINT OF BEGINNING;
THENCE N89°59'05"E along the South line of said parcel for a distance of 260.80 feet to the Southeast Corner (SE/C) of said parcel;
THENCE continuing N89°59'05"E for a distance of 109.20 feet;
THENCE S25°56'37"W a distance of 845.28 feet to a point on the East line of RUCKER'S CHURCH ADDITION, to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof;
THENCE N00°00'55"W along the East line of said RUCKER'S CHURCH ADDITION a distance of 760.00 feet to the POINT OF BEGINNING,
CONTAINING 3.23 acres, more or less.

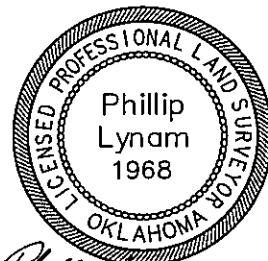
LEGAL DESCRIPTION



LEGAL DESCRIPTION

A tract of land located in the Southeast Quarter (SE/4) of Section Twenty-nine (29), Township Nine (9) North, Range Two (2) West of the Indian Meridian (I.M.), Cleveland County, Oklahoma, having a basis of bearing of S89°24'23"W along the North line of the Southeast Quarter of Section 29, T9N-R2W, as described in a Warranty Deed, filed in Book 5520 at Page 142 of the Cleveland County Clerks records, and being more particularly described by metes and bounds as follows: COMMENCING at the Northeast Corner (NE/C) of the Southeast Quarter of said Section 29; THENCE S89°24'23"W along the North line of said SE/4 for a distance of 1641.99 feet; THENCE S00°00'55"E a distance of 50.00 feet to a point, being the intersection of the East right-of-way line of Reed Avenue and the South right-of-way line of Main Street; THENCE continuing S00°00'55"E, along the East right-of-way line of Reed Avenue, a distance of 847.09 feet to the Southwest Corner (SW/C) of a parcel of land described in a Warranty Deed, filed in Book 5520 at Page 142 of the Cleveland County Clerks records, said point being the POINT OF BEGINNING; THENCE N89°59'05"E along the South line of said parcel for a distance of 260.80 feet to the Southeast Corner (SE/C) of said parcel; THENCE continuing N89°59'05"E for a distance of 109.20 feet; THENCE S25°56'37"W a distance of 845.28 feet to a point on the East line of RUCKER'S CHURCH ADDITION, to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof; THENCE N00°00'55"W along the East line of said RUCKER'S CHURCH ADDITION a distance of 760.00 feet to the POINT OF BEGINNING, CONTAINING 3.23 acres, more or less.

This legal description was prepared on September 9, 2025, by Phillip Lynam, P.L.S. 1968.



Phillip Lynam, PLS #1968 09/09/2025
Revised Date



CITY OF NORMAN - PUBLIC WORKS - ENGINEERING

225 North Webster Avenue, Norman, OK 73069
Phone: (405) 366-5461
Fax: (405) 366-5418
<https://www.normanok.gov/>

LEGAL DESCRIPTION - EXHIBIT

A part of the Southeast Quarter of Section 29, T9N-R2W I.M.,
City of Norman, Cleveland County, Oklahoma

Date: 06/25/2025 Rev. Date: 09/09/2025

Drawn by: pl

Checked by: rf

Sheet No.

EX-A