



MEMORANDUM

Office of the City Attorney of Norman, Oklahoma

Date: August 10, 2026
To: Darrel Pyle, City Manager
From: AshLynn Wilkerson, Assistant City Attorney
Subject: Work Order – Phase I ESA – Canadian River Park Property Acquisition

Background

On April 14, 2026, a conditional offer to purchase three tracts of land from Dr. Glenn Foster was sent, following Council authorization. The three tracts of land are in southwest Norman along the east side of the South Canadian River. The City desires these properties for the Canadian River Park Norman Forward project. Dr. Foster approved the conditional offer the same day via email.

On July 14, 2026, City Council approved K-2526-194, a purchase and sale agreement (“PSA”) for such property at a purchase price of \$692,000.00. A piece of the PSA is a due diligence process. Such process includes surveys of the properties to determine suitability. One such survey is a Phase I Environmental Site Assessment (“ESA”).

The attached agreement for signature is a work order under one of our current on-call contractors, Kimley-Horn and Associates, Inc., to conduct a Phase I ESA on the three tracts. The total fee under the work order is an amount not to exceed \$5,900.00. However, if the results of the Phase I ESA suggest further investigation, the consultant may be retained to conduct a Phase II ESA and/or other remediation efforts and surveys, as required by the Phase I ESA results.

Conclusion and Recommendations

The Director of Parks and Recreation and the City Attorney’s office recommend signature of the attached work order to ensure a proper Phase I ESA is performed during the due diligence process and prior to acquisition of the three tracts of land.

WORK ORDER NO. PR2

This Work Order, dated the 10 day of August, 2026 (the "Effective Date"), between the City of Norman ("City") and Kimley-Horn and Associates, Inc. ("Consultant") (City and Consultant, together, the "Parties"), adopts and incorporates by reference the terms and conditions of the Agreement for On-Call Professional Services entered into on January 27, 2026, ("Agreement") by the Parties. Capitalized terms used but not defined in this Work Order shall have the meanings set out in the Agreement.

WHEREAS, pursuant to Section 3.1 of the Agreement, the Parties wish to enter into this Work Order for purposes of setting forth the rights and obligations regarding the provision of Services by Consultant for the Canadian River Park Property Acquisition with Dr. Glenn Foster.

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

1. Scope of Services. Contractor shall perform those services set forth in Exhibit A attached hereto ("Services").
2. Compensation and Payment. In consideration for the performance of Services under this Work Order, City shall pay to Consultant in an amount and manner as set forth in Exhibit B attached hereto.
3. Schedule. Consultant shall perform the Services in accordance with the schedule set forth in Exhibit C attached hereto.
4. Termination. The term of this Work Order shall commence on the "Effective Date" and end upon the completion of the Services, unless otherwise terminated in accordance with the Agreement.

IN WITNESS WHEREOF, Contractor has caused this Work Order No. PR2 to be duly executed.

Kimley-Horn and Associates, Inc.
(CONTRACTOR)

By: 
Luke Schmidt, PE, PTOE

Title: Vice President


Attest: Erica Jones, PE
Corporate Secretary

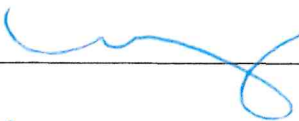
ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 7th day of August, 2026, personally appeared Luke Schmidt , to me known to be the identical person who executed the foregoing instrument as an authorized representative of the Contractor, and acknowledged to me that they executed the same as their free and voluntary act for the uses and purposes therein set forth.

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




Notary Public

My Commission Expires: 8/21/28
My Commission Number: 24010561

IN WITNESS WHEREOF, the City has caused this Work Order No. PR2 to be duly executed this 10
day of August, 2026.

**CITY OF NORMAN, OKLAHOMA
(CITY)**

By: _____

Mayor / City Manager

Attest: _____

City Clerk



Reviewed as to form and legality this 10 day of August, 2026.

City Attorney

EXHIBIT A
SCOPE OF WORK

PROJECT UNDERSTANDING

Kimley-Horn understands the Client is in the Pre-Development stage for the above-referenced project. It is our understanding that the Client is requesting support on the due diligence phase prior to land purchase. It is understood that the Client is seeking a Phase I Environmental Assessment for the below listed tracts of land. These tracts of land will be included in this Agreement and the scope of services will be completed for the site listed below.

Land Parcel	Owner	Legal Description	Acreage
R0169719	Landmark Development Group, LLC	2-8-3W 12.2249 AC PRT GOV'T LOTS 7-8 SE/4 BEG 1337.89'S AND W901.56' NE/C GOVT LT 8 S45D W569.35' N37D W730' N30D W201.36' N42D W356.72' N33D E500' S 41D E1373.55' POB LESS PRT GOV'T LTS 7-8 BEG 1337.89'S 901.56' N NE/C GOV'T LT 8 S 45D W96.71' N 36D W216.54' N 46D W522.57' N 43D W508.94' N 54D W69.29' N 33D E160.15' S 41D E1373.55' POB	12.2209
R0169721	Landmark Development Group, LLC	2-8-3W 7.53 AC PRT GOV'T LOTS 7-8 SE/4 BEG 1337.89'S AND W901.56' NE/C S45D W569.35' N37D W730' N30D W201.36' N42D W356.72' N33D E500' S52D E879.26' S41D E197.64' N48D E211.87' C/R (R=452.68') CB N55D E106.45' S76D W51.39' S23D E84.73' E105.34' S506' W241.60' NELY 140' POB LESS BEG 1337.89'S AND W901.56' NE/C GOVT LT 8 S45D W569.35' N37D W730' N30D W201.36' N42D W356.72' N33D E500' S 41D E1373.55' POB	7.53
R0195241	Sooner River, LLC	2-8-3W 3.5251 ACS PRT GOV'T LTS 7-8 BEG 1337.89' S 901.56' N NE/C GOV'T LT 8 S 45D W96.71' N 36D W216.54' N 46D W522.57' N 43D W508.94' N 54D W69.29' N 33D E160.15' S 41D E1373.55' POB	3.5251

TASK 1 – PHASE 1 ENVIRONMENTAL SITE ASSESSMENT

Kimley-Horn will prepare one Phase I ESA report encompassing findings from the Subject Property and will be valid for a period of 180 days from the start of the investigation. The Phase I ESA will be performed in general accordance with the methods outlined in the United States Environmental Protection Agency (USEPA) Standards and Practices for All Appropriate Inquiries (AAI), 40 CFR Part 312 and guidelines established by the American Society for Testing and Materials (ASTM) in the Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment E1527-21 (ASTM Standard Practice E1527-21). The following tasks refer to only that information defined as reasonably ascertainable per ASTM E 1527-21, 3.2.72.

Kimley-Horn will conduct the efforts listed below:

Task 1.1 - Records Review

This task consists of the following:

- Record Search – Record Search – environmental database search prepared in general accordance with the minimum search distances listed in ASTM E1527-21 , 8.2.2 and state and local environmental agency files, where available, and if the Environmental Professional (EP) determines the files to be reasonably ascertainable and relevant to the Phase I ESA
- IC/EC Registries – Consultant will review readily available databases on institutional and engineering (IC/EC) controls and Activity Use Limitations (AULs).
- Aerial Photograph Review – Consultant will retrieve and examine readily available historical aerial photographs of the site and the surrounding vicinity. Aerial photographs will be researched to the earliest date that is reasonably obtainable.
- Review of Local City Directories and Historical Maps - Consultant will obtain and review readily available historical city directories, fire insurance maps, and historical topographic maps.

- Other Historical Sources - Should Consultant determine that other non-traditional sources may provide information relevant to the completion of the Phase I ESA, we will review and document these sources.

Task 1.2 - Site Reconnaissance

- Site Reconnaissance of the Subject Property –to observe exterior site conditions, interior site conditions, evidence of current and past uses of the property, and evidence of current and past uses of the adjoining properties as viewed from the subject property and public thoroughfares. All site reconnaissance will be non-invasive and limited to up to two persons in the field for three days.

Task 1.3 - Interviews

- Current and past owners, operators and occupants of the subject property
- Current neighboring or nearby property owners in the case of abandoned properties where there is evidence of uncontrolled access or unauthorized uses
- One or more of the following state or local agencies: fire department, health agency, and/or environmental regulatory agency

Task 1.4 - Report Preparation

Kimley-Horn will prepare one Phase I ESA report encompassing findings from all the Subject Property parcels. The report will be accompanied by separate recommendations on additional information recommended for soil and groundwater testing, if appropriate. The Phase I ESA will be valid for a period of 180 days from the start of the investigation. This task provides for one (1) resubmittal based on reasonable comments from the Client.

Information Provided by Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project. This information is necessary for the Client (or prospective purchaser) to meet the requirements of the Landowner Liability Protections (LLPs) (E1527-21, 1.1 and 3.2.47) and for Kimley-Horn to conduct the Phase I ESA consistent with ASTM E1527-21. The following information is required prior to the site reconnaissance:

- Date of closing
- Copy of the chain of title documentation and/or judicial records pertaining to environmental liens and AULs, along with a summary of actual knowledge of the Client of AULs or environmental liens. If the Client is unable to provide the chain of title documentation, Consultant can order an ASTM-compliant historic chain of title with environmental lien search for an additional fee of \$550 per parcel search.
- Confirmation of the subject property limits, address, tax parcel ID and acreage
- Site access to all portions of the subject property and structures
- Completed User Questionnaire
- Title insurance documentation (title reports or title commitments)
- Title search information reports to identify environmental liens or AULs filed or recorded against the subject property
- Known environmental covenants, environmental easements, land use covenant and agreements, declaration of environmental land use restrictions, environmental land use controls, environmental use controls, environmental liens
- If applicable, reason for significant reduction in purchase price of the subject property
- Any specialized knowledge and/or experience relating to RECs in connection with the subject and adjacent properties
- Commonly known or reasonably ascertainable information that the Client is aware of relevant to RECs associated with the property

- Current and past property owner and tenant names and contact information
- Past environmental reports, investigations and documentation
- Existing survey or site plan depicting the existing condition, if available

ASSUMPTIONS

- General Assumptions
 - Consultant's recommendations and conclusions are based on the regulatory regime and publicly available guidance at deliverable completion.
 - Field effort schedule and duration are subject to weather, access, hunting, and site conditions. Kimley-Horn will notify the Client if this result in delays lasting longer than 12 hours.
 - Kimley-Horn's health and safety plan will be utilized during all fieldwork. Kimley-Horn reserves the right to review any Client's specific health and safety requirements. Any health and safety requirements which exceed Kimley-Horn's standard plan may be considered additional services.
 - Changes in the survey area, site layout and/or impacts which result in deviations to the field efforts, deliverables and/or reports will be considered Additional Services.
 - Consultant, in their sole discretion, reserves the right to suspend field work activities in the event of unsafe site conditions, including but not limited to, access limitations, known or suspected hunting onsite or adjacent to the survey area, onsite firing ranges, potential for unexploded ordinance, unsafe land use activities, active agricultural chemical spraying, land clearing and construction activities, unfavorable weather conditions, pandemic, and other situations or conditions which may impact the health and safety of Consultant's field work staff.
 - Coordination regarding site access to all parcels will be solely conducted by the Client. Access instructions for the site and to all gated interior roads will be provided to Consultant by the Client.
- Phase I ESA
 - Coordination regarding site access to all parcels will be solely conducted by the Client.
 - Access to all gated interior roads, if present, will be provided to Consultant.
 - The Client will provide Consultant with the following: a completed user questionnaire; contact information for current and past property owners; any readily accessible environmental reports and investigations for the Subject Property; and a complete chain of title for all parcels if available.

EXHIBIT B
COMPENSATION

FEES AND INVOICING

The "HR" tasks, as indicated in the table, will be completed on an hourly basis, using our hourly rates in effect at the time the services are provided with the initial maximum budget estimates shown below. In addition, other direct expenses and reimbursable expenses will be billed at 1.15 times the actual cost. Kimley-Horn will keep the Client approval of the status of the budget on hourly tasks with monthly invoices so that appropriate decisions can be made by the Client with regard to scope, schedule, and budget.

Task	Task Description	Fee	Fee Type
1	Phase I Environmental Site Assessment	\$5,500	Hourly, Not to Exceed
	Expense Allowance	\$400	

Kimley-Horn will keep the Client updated, via monthly invoices, on the expenses incurred and the possible need for additional expense budget. Fees will be invoiced monthly for services actually accomplished under the cost-plus elements. Invoicing will be due and payable within 30 days.

EXHIBIT C
SCHEDULE

SCHEDULE

We will provide our services as expeditiously as practicable with the goal of meeting an agreed upon schedule, and upon Notice-to-Proceed, we will coordinate with Client to refine the schedule during the Project kick-off meeting. Schedule agreements may be altered based on weather conditions and/or holidays. The Kimley-Horn will provide the above-described services as practicable as possible with the goal of meeting the following schedule.

INFORMATION PROVIDED BY CLIENT

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client.