

City of Norman, OK

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



Meeting Agenda

Book 1 of 2

Tuesday, August 11, 2026

6:30 PM

DIRECTOR OF PARKS AND RECREATION

City Council, Norman Utilities Authority, Norman Municipal
Authority, Norman Tax Increment Finance Authority, and Norman
Parking and Transit Authority

City Council

David Gandesbery, Ward 1, Jacy Deck, Ward 2, Robert Bruce, Ward 3, Helen
Grant, Ward 4, Trey Kirby, Ward 5, Kyle Steele, 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, August 11, 2026 at 6:30 PM

AGENDA

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

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

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

AWARDS AND PRESENTATIONS

PROCLAMATIONS

1. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2627-5: PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING AUGUST 19TH, 2026, AS WORLD HUMANITARIAN DAY IN THE CITY OF NORMAN.

COUNCIL ANNOUNCEMENTS

CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 2 through Item 26 be placed on the consent docket.

APPROVAL OF MINUTES

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

CITY COUNCIL MEETING MINUTES OF MAY 26, 2026; JUNE 9, 2026; AND JULY 7, 2026.

NORMAN UTILITIES AUTHORITY MEETING MINUTES OF MAY 26, 2026; JUNE 9, 2026; AND JULY 7, 2026.

NORMAN MUNICIPAL AUTHORITY MEETING MINUTES OF MAY 26, 2026; JUNE 9, 2026; AND JULY 7, 2026.

NORMAN TAX INCREMENT FINANCE AUTHORITY MEETING MINUTES OF MAY 26, 2026; JUNE 9, 2026; AND JULY 7, 2026.

NORMAN PARKING AND TRANSIT AUTHORITY MEETING MINUTES OF MAY 26, 2026; JUNE 9, 2026; AND JULY 7, 2026.

CITY COUNCIL SPECIAL MEETING MINUTES OF MAY 5, 2026; JUNE 2, 2026; JUNE 9, 2026, BUDGET ADOPTION; JUNE 9, 2026; AND JULY 7, 2026.

CITY COUNCIL STUDY SESSION MEETING MINUTES OF MAY 19, 2026.

CITY COUNCIL CONFERENCE MEETING MINUTES OF APRIL 28, 2026, AND MAY 26, 2026.

First Reading Ordinance

3. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-44 UPON FIRST READING BY TITLE:
AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, REPEALING ORDINANCE O-2122-10, AND AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE A PART OF THE NORTH HALF (N/2) OF SECTION TWENTY-SIX (26), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, FROM A PUD, PLANNED UNIT DEVELOPMENT, AND REINSTATING THE A-2, RURAL AGRICULTURAL DISTRICT ZONING FOR THE SAME; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3766 EAST ROBINSON STREET; WARD 5)
4. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-54 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 GRANT SPECIAL USE FOR MINI-WAREHOUSE IN THE C-2, GENERAL COMMERCIAL DISTRICT, FOR THE TRACT OF LAND BEING A PART OF GOVERNMENT LOT 8 IN SECTION TWO (2), TOWNSHIP EIGHT (8) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1 VAN BUREN STREET; WARD 2)
5. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-73 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 THE TRACT OF LAND BEING A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-FIVE (35), TOWNSHIP NINE (9) NORTH, RANGE THREE (3) WEST AND THE WEST HALF (W/2) OF SECTION TWO (2), TOWNSHIP EIGHT (8) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, AND A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-FIVE (35), TOWNSHIP NINE (9) NORTH, RANGE THREE (3) WEST AND THE NORTHWEST QUARTER (NW/4) OF SECTION TWO (2), TOWNSHIP EIGHT (8) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, AND A TRACT OF LAND LYING IN THE NORTHWEST QUARTER (NW/4) OF SECTION TWO (2), TOWNSHIP EIGHT (8) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE-FAMILY DWELLING DISTRICT, RM-6, MEDIUM DENSITY APARTMENT DISTRICT, AND A-1, GENERAL AGRICULTURAL DISTRICT, AND PLACE SAME IN THE A-2, RURAL AGRICULTURAL DISTRICT AND PROVIDING FOR THE SEVERABILITY THEREOF. (WEST OF I-35 AND SOUTH OF W LINDSEY ST AND 36TH AVE SW; WARD 3)

6. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-74 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 A TRACT OF LAND IN THE WEST HALF OF SECTION SEVEN (7), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA AND BEING A PORTION OF LOT ONE (1), BLOCK ONE (1) OF CANADIAN TRAILS ADDITION AS RECORDED IN BOOK 15, PAGES 39 AND 40, PLAT RECORDS OF CLEVELAND COUNTY, FROM THE C-1, LOCAL COMMERCIAL DISTRICT, AND PLACE SAME IN A SPUD, SIMPLE PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (801 S CANADIAN TRAILS DRIVE; WARD 2)
7. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-75 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 HIGHLAND LOTS 5-13 BLK 4, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM R-3, MULTI-FAMILY DWELLING DISTRICT, AND PLACE SAME IN A SPUD, SIMPLE PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (314 E. HAYES STREET; WARD 4)

Appointments

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

ADA CITIZEN'S ADVISORY COMMITTEE

TERM: 06-23-26 TO 05-28-29, KELLI FREEMAN - WARD 6
TERM: 06-23-26 TO 05-28-29, VICTOR LONG - WARD 4
TERM: 06-23-26 TO 05-28-29, TOM BURKE - WARD 4
TERM: 06-23-26 TO 05-28-29, CHRIS NANNY - WARD 1
TERM: 06-23-26 TO 05-28-29, SARAH HALL - WARD 3

HUMAN RIGHTS COMMISSION

TERM: 06-23-26 TO 07-13-29, POLLY HENDERSON- WARD 1
TERM: 06-23-26 TO 07-13-29, AISHA ALI, WARD 3
TERM: 06-23-26 TO 07-13-29, ROMINA NAVARRO VEGA - WARD 6

PUBLIC SAFETY OVERSIGHT COMMITTEE

TERM: 08-11-26 TO 02-10-27, REBECCA BEAN - WARD 4

Reports/Communications

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.

Surplus

10. 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.

Easement

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2627-6 THROUGH E-2627-19: TEMPORARY DRIVEWAY EASEMENTS E-2627-8, E-2627-9, E-2627-11, E-2627-13, E-2627-14, E-2627-18 AND E-2627-19; TEMPORARY CONSTRUCTION EASEMENTS E-2627-10, E-2627-12, E-2627-16, AND E-2627-17; PERMANENT EASEMENTS E-2627-6, E-2627-7, AND E-2627-15; AND THE FILING THEREOF IN THE AMOUNT OF \$8,475.00 FOR THE LINDSEY STREET SPECIAL CORRIDOR PROJECT FROM PICKARD AVENUE TO ELM AVENUE AS OUTLINED IN THE STAFF REPORT. (WARD 4 AND 7)

Certificate of Survey

12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2627-1: FOR NUGENT ESTATES, EASEMENT E-2627-5 AND A VARIANCE IN THE WIDTH OF A PRIVATE ROAD FROM TWENTY-FEET TO TWELVE-FEET, (GENERALLY LOCATED ON THE EAST SIDE OF 84TH AVENUE S.E. AND ONE-QUARTER OF A MILE NORTH OF STATE HIGHWAY 9 (WARD 5).

Conveyance of Deed

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF TRANSFER OF 0.67 ACRES FROM THE OKLAHOMA DEPARTMENT OF TRANSPORTATION TO THE CITY OF NORMAN, FOR REAL PROPERTY TO BE USED AS PARK LAND IN CONJUNCTION AT ADKINS CROSSING PARK AND THE POTENTIAL NORMAN FORWARD RIVER PARK.

Certificate of Plat Correction

- 14. CONSIDERATION FOR APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CERTIFICATE OF PLAT CORRECTION CPC-2627-1: FOR VILLAS AT ASHTON GROVE, SECTION ONE, A PLANNED UNIT DEVELOPMENT, (GENERALLY LOCATED ON THE EAST SIDE OF 48TH AVENUE N.W. AND ONE-QUARTER MILE NORTH OF WEST ROCK CREEK ROAD) (WARD 8).**

Contracts

- 15. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT THREE TO CONTRACT K-1213-125 WITH TYLER TECHNOLOGIES IN THE AMOUNT OF \$259,650 AND ADDITIONAL RECURRING COST OF \$67,000 ANNUALLY, FOR THE POLICE DEPARTMENT TO MIGRATE/UPGRADE TO THE TYLER ENTERPRISE RECORDS MANAGEMENT SYSTEM PLATFORM / APPLICATIONS WHICH WAS APPROVED IN THE FYE 2027 BUDGET AS OUTLINED IN THE STAFF REPORT.**
- 16. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT TWO TO CONTRACT K-1718-51: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND GARVER ENGINEERS IN THE AMOUNT OF \$65,585 FOR DESIGN SERVICES FOR A TRAFFIC SIGNAL AT THE INTERSECTION OF 36TH AVENUE NW AND BART CONNER DRIVE AS OUTLINED IN THE STAFF REPORT. (WARD 8)**
- 17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2526-151: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND GAMETIME, FOR THE BLUESTEM PARK PLAYGROUND PROJECT AND FINAL PAYMENT OF \$224,999.94.**
- 18. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-28: AN ENTERPRISE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC., (ESRI) TO PROVIDE SOFTWARE AND SOFTWARE MAINTENANCE AND SUPPORT FOR THE CITY OF NORMAN'S ENTERPRISE GEOGRAPHIC INFORMATION SYSTEM (GIS) IN THE AMOUNT OF \$120,300 PER YEAR FOR A PERIOD OF THREE YEARS.**
- 19. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-39 BY AND BETWEEN THE CITY OF NORMAN/NORMAN UTILITIES AUTHORITY AND BURLINGTON NORTHERN SANTA FE (BNSF) RAILWAY COMPANY IN THE AMOUNT OF \$7,400 FOR THE MAIN STREET RAILROAD CROSSING ASSOCIATED WITH THE JAMES GARNER WATER LINE REPLACEMENT FROM DUFFY TO MAIN PROJECT. (WARD 4)**

26. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2627-21: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ADOPTING THE FISCAL YEAR ENDING 2027 CITY COUNCIL HANDBOOK.

NON-CONSENT ITEMS

Second Reading Ordinance

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

MISCELLANEOUS COMMENTS

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

COUNCIL COMMENTS

ADJOURNMENT

20. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-40 BY AND BETWEEN THE CITY OF NORMAN/NORMAN UTILITIES AUTHORITY AND BURLINGTON NORTHER SANTA FE (BNSF) RAILWAY COMPANY IN THE AMOUNT OF \$7,400 FOR THE RAILROAD CROSSING BETWEEN APACHE AND LINN ASSOCIATED WITH THE JAMES GARNER WATER LINE REPLACEMENT FROM DUFFY TO MAIN. (WARD 4)
21. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-42: A GRANT FROM THE OKLAHOMA HIGHWAY SAFETY OFFICE (OHSO) IN THE AMOUNT OF \$67,967.00 TO BE USED BY THE POLICE DEPARTMENT TO CONDUCT HIGH-VISIBILITY ENFORCEMENT, SATURATION PATROLS, INFORMATION/EDUCATION CAMPAIGNS DIRECTED TOWARD TRAFFIC SAFETY, AND PARTICIPATE IN OHSO MOBILIZATIONS; AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.
22. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-43: A PROJECT AGREEMENT WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE CONSTRUCTION OF THE LINDSEY STREET SPECIAL CORRIDOR PROJECT FROM PICKARD AVENUE TO ELM AVENUE AND ADOPTION OF RESOLUTION R-2627-22 ADOPTING THE ODOT PROJECT AGREEMENT; AND APPROPRIATION OF FUNDS. (WARD 4 AND 7)

Resolutions

23. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-9: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$29,728.40 FROM REFUNDS / REIMBURSEMENTS MISCELLANEOUS ACCOUNTS TO PAY FOR REPAIRS TO CITY OF NORMAN PROPERTY DAMAGED BY OTHER DRIVERS IN TRAFFIC COLLISIONS.
24. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-18: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN MUNICIPAL AUTHORITY APPROPRIATING \$411,814 FROM THE STREET MAINTENANCE BOND FUND BALANCE TO THE BOND ARBITRAGE PROJECT TO REPAY THE REBATE LIABILITY TO THE UNITED STATES TREASURY, INTERNAL REVENUE SERVICE (IRS), AS OUTLINED IN THE STAFF REPORT.
25. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF R-2627-20: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$19,468 FROM THE CAPITAL FUND, GENERAL OBLIGATION BOND BALANCE TO THE 24TH AVENUE NE BRIDGE REPLACEMENT PROJECT DESIGN ACCOUNT FOR THE DESIGN OF THE 24TH AVENUE NE BRIDGE OVER UNNAMED TRIBUTARY TO ROCK CREEK BOND PROJECT. (WARD 6)

File Attachments for Item:

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF TRANSFER OF 0.67 ACRES FROM THE OKLAHOMA DEPARTMENT OF TRANSPORTATION TO THE CITY OF NORMAN, FOR REAL PROPERTY TO BE USED AS PARK LAND IN CONJUNCTION AT ADKINS CROSSING PARK AND THE POTENTIAL NORMAN FORWARD RIVER PARK.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 8/11/2026

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 TRANSFER OF 0.67 ACRES FROM THE OKLAHOMA DEPARTMENT OF TRANSPORTATION TO THE CITY OF NORMAN, FOR REAL PROPERTY TO BE USED AS PARK LAND IN CONJUNCTION AT ADKINS CROSSING PARK AND THE POTENTIAL NORMAN FORWARD RIVER PARK.

BACKGROUND:

The Oklahoma Department of Transportation (ODOT) owns a parcel of land adjacent to Adkins Crossing Park. This property presents an opportunity for the City of Norman Parks Department to expand park amenities, improve connectivity, and enhance environmental stewardship in the area. Acquisition of this land aligns with the goals of Norman Forward due to its location next to the possible River Park area and the Parks & Recreation Master Plan.

DISCUSSION:

City staff have identified the ODOT parcel as a strategic addition to the area around Adkins Crossing Park and the connection to the potential Norman Forward River Park. Potential uses include expanded improved trail access, stormwater management enhancements, and habitat restoration. If the deed is accepted by Council, Park staff will coordinate with community stakeholders, and relevant city departments to develop a plan for integrating the property into the park system.

RECOMMENDATION:

Staff recommend acceptance of the ODOT deed for the property adjacent to Adkins Crossing Park and the Norman Forward River Park for future use as parkland.

ODOT FORM: 46-ADL (SURPLUS)

[THIS SPACE IS FOR RECORDERS USE ONLY]

REVISED: 02 / 2026



AFTER RECORDING, Oklahoma Department of Transportation | Right-of-Way & Utilities Division
 PLEASE RETURN TO: 200 N.E. 21st Street | Oklahoma City, OK 73105

This instrument is exempt from the Documentary Stamp Tax requirements contained in: 68 O.S. 2021 § 3201 [68 O.S. 2021 § 3202(11)]

QUITCLAIM DEED

Cleveland County

SAP-311

Parcel 02

Page 1 of 5

THIS INDENTURE, made this 17 day of July, 2026, A.D. between the State of Oklahoma, ex rel., Oklahoma Department of Transportation, party of the first part, and the **City of Norman**, party of the second part, **WITNESSETH:**

That said party of the first part, in consideration of the sum of One and No/100 Dollars (\$1.00) and other valuable consideration to it in hand paid, the receipt of which is hereby acknowledged, except for and subject to any existing utility easements, licenses or permits and subject to the reservations and exceptions made hereinafter, does hereby quitclaim, grant, bargain, sell and convey unto the **City of Norman**, Mailing Address: P.O. Box 370, Norman, OK 73070, party of the second part, all its rights, title, interest, estate, and every claim and demand, both at law and in equity, in and to all the following described property, to wit:

(See "Exhibit A")

together with all and singular the hereditaments and appurtenances thereunto belonging.

SUBJECT HOWEVER, that in the event the party of the second part, the **City of Norman**, of the herein described tract of land, failure to continue public ownership and use, ownership shall revert to the party of the first part, the **State of Oklahoma, ex rel., Oklahoma Department of Transportation**, or its assigns, free and clear of any claims of the party of the second part and the part of the second part shall ensure that the said tract is restored to a condition equal to or better than it's condition when reconveyed to the party of the first part, and;

SUBJECT HOWEVER, and that Grantee, by acceptance of this deed and its recordation, agrees and acknowledges that this conveyance is made expressly subject to all leases, utility agreements, easements, and other encumbrances of record.

TO HAVE AND TO HOLD the above described premises unto the said party of the second part, its successors and assigns forever, so that neither the State of Oklahoma, ex rel., Oklahoma Department of Transportation or any person in its name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof; but they and everyone of them shall by these presents be excluded and forever barred and said premises shall be subject to the rights of any existing utility easements, licenses or permits which may presently be occupying said right-of-way. The intent of this instrument is to convey under Title 69 Oklahoma Statutes (2021), Section 501(C), any and all of the Oklahoma Department of Transportation's rights, title, and interest, as a direct result of the formal removal of the former SH-9 & SH-74 rights-of-way from the State Highway System by Agenda Item No. 588 on December 06, 1954 by the Oklahoma Transportation Commission.

ODOT FORM: 46-ADL (SURPLUS)

[THIS SPACE IS FOR RECORDERS USE ONLY]

REVISED: 02 / 2026

QUITCLAIM DEED**SAP-311 | Parcel 02****Cleveland County****Page 2 of 5**

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand the said date and year first written above.

APPROVED AS TO FORM
AND LEGALITY



Mitch Surret
Deputy General Counsel

07/17/2026

STATE OF OKLAHOMA, ex rel.,
DEPARTMENT OF TRANSPORTATION

Daniel Nguyen (Jul 20, 2026 13:39:16 CDT)

Daniel Nguyen; PE
Director of Project Delivery

07/20/2026

ODOT FORM: 46-ADL (SURPLUS)

[THIS SPACE IS FOR RECORDERS USE ONLY]

REVISED: 02 / 2026

QUITCLAIM DEED
SAP-311 | Parcel 02**Cleveland County**
Page 3 of 5State of Oklahoma)
) §
Oklahoma County)

Before me, the undersigned Notary Public in and for this state, on this 20 day of July, 2026, personally appeared Daniel Nguyen; PE, to me known to be the Director of Project Delivery, of the State of Oklahoma, ex rel., Oklahoma Department of Transportation, and the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that he executed the same in his capacity as Director of Project Delivery of the State of Oklahoma, ex rel., Oklahoma Department of Transportation, as his free and voluntary act and deed, and as the free and voluntary act and deed as such Director of Project Delivery of the State of Oklahoma, ex rel., Oklahoma Department of Transportation for the uses and purposes therein set forth.

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

My Commission Number: **20003334**My Commission Expires: **March 28, 2028**

Notary Public

State of Oklahoma)
) §
Oklahoma County)

Before me, the undersigned Notary Public in and for this state, on this 20 day of July, 2026, certify that the preceding or attached document (**QUITCLAIM DEED**), containing Five (5) pages is a true and correct copy of an electronic document printed by me or under my supervision, and that, at the time of printing, no security features present on the electronic document indicated any changes or errors in an electronic signature or other information in the electronic document since its creation or execution.

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

My Commission Number: **20003334**My Commission Expires: **March 28, 2028**

Notary Public

ODOT FORM: 46-ADL (SURPLUS)

[THIS SPACE IS FOR RECORDERS USE ONLY]

REVISED: 02 / 2026

QUITCLAIM DEED

SAP-311 | Parcel 02

Cleveland County

Page 4 of 5

Additional Signatures

CITY OF NORMAN

Approved as to form and legality this 6 day of August, 2026.
City Attorney's OfficeBy: _____
Mayor

ATTEST:

City Clerk

~~K-2627-47~~

ODOT FORM: 46-ADL (SURPLUS)

[THIS SPACE IS FOR RECORDERS USE ONLY]

REVISED: 02 / 2026

QUITCLAIM DEED**Cleveland County****SAP-311 | Parcel 02****Page 5 of 5**

Exhibit "A"

A strip, piece, or parcel of land lying in part of lots 7, 8, and 9 of the SE/4 of Section 2, T8N, R3W in Cleveland County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

BEGINNING at a point 1937.10 feet south of the northeast corner of said quarter section; thence running west 70.00 feet; thence S 45°00'00" W to the east bank of the South Canadian River; thence southeasterly along the east bank of said river to the east line of said Section 2; thence north along said east line to the **POINT OF BEGINNING**.

Containing 0.67 ac., more or less.

Legend

- ODOT 24th Ave SW Property
- City Park Land
- Potential Park Land

Adkin's Crossing Park



Map Produced by the City of Norman
Geographic Information System.
The City of Norman assumes no
responsibility for errors or omissions
in the information presented.



0 400 Feet



WARRANTY DEED

THIS INDENTURE, Made this 22nd day of November A. D., 1926, between
Norman Canadian Bridge Co., a corporation,

of Cleveland County, in the state of Oklahoma, of the first part, and State of Oklahoma.

of the second part.

WITNESSETH, That said part Y of the first part, in consideration of the sum of

One DOLLARS
 and other valuable consideration,
 the receipt of which is hereby acknowledged, do SS by these presents grant, bargain, sell and convey, unto said part Y
 of the second part heirs and assigns, all of the following described Real Estate, situated in the county of

and State of Oklahoma, to-wit:

A strip, piece or parcel of land lying in Lots five (5) and six (6) and the
 $\frac{N}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 11, T 8 N, R 3 W in McClain County, Okla.
 Said parcel of land being a right-of-way 100 feet in width, 50 feet on ei-
 ther side of the center line of the survey for Oklahoma State Aid Project
 No. 311. said parcel of land being further described by its center line as
 follows: Beginning at a point on the south end of the present Norman Toll
 Bridge, Station 425 + 00 of said survey, thence S 36° 52' W a distance of
 965 feet to a point on the south line of the $\frac{N}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of
 said Section 11, Station 415 + 35 of said survey. Containing 2.23 acres,
 more or less, in addition to present right-of-way.

A L S O

A part of lots seven (7), eight (8) and nine (9) of the Southeast quarter
 of Section two (2), Township Eight (8) North of Range three (3) west of the
 Indian Meridian in Cleveland County, Okla, described as follows: Beginning
 at a point 1937.1 feet south of the northeast corner of said quarter sec-
 tion, thence running west 70 feet; thence south 45° west to the East bank
 of the South Canadian River, thence southeasterly along the East bank of
 said River to the East line of said Section two (2), thence North along said
 East line to the point of beginning. Containing two-thirds of one acre,
 more or less.

(except one barn building owned by Wiley Hill and A.W.
 Boshears)

TO HAVE AND TO HOLD THE SAME—together with all and singular the tenements, hereditaments and appurten-
 ances thereunto belonging, or in anywise appertaining, forever.

And said grantor for itself, its

heirs, executors or administrators do es hereby covenant, promise and agree to and with said part Y of the
 second part, that at the delivery of these presents it is lawfully seized in its own right
 of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above-granted and described
 premises, with all the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and
 other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances of what nature or kind soever:

and that it will warrant and forever defend the title to the same unto said part Y of the second part its
successors heirs or assigns, against said part Y of the first part, its heirs, and all and every person or persons whomsoever,
 lawfully claiming or to claim the same.

IN WITNESS WHEREOF Said part Y of the first part ha s hereunto set its hand the day
 and year first above written.

WITNESSES:

Attest:

Secretary.

Norman Canadian Bridge Co., a corp.
 By C. D. Collins
 Vice President.

State of Oklahoma }
Cleveland County } ss.



Before me _____, a _____ in and for
said County and State, on this _____ day of _____, 19____, personally appeared
_____ and _____
_____ and _____
to me known to be the identical person _____ who executed the within and foregoing instrument, and acknowledged to me
that _____ executed the same as _____ free and voluntary act and deed for
the uses and purposes therein set forth.
(Seal) WITNESS my hand and _____ seal the day and year above set forth.
My commission expires _____, 19____

Notary Public.

State of Oklahoma }
Cleveland County } ss.

Before me _____, a Notary Public in and for said County and State on this
_____ day of _____, 19____, personally appeared _____
to me known to be the identical person who executed the within and foregoing instrument, and _____
_____ to me known to be the identical person who executed the within and foregoing instrument
by _____ mark in my presence and in the presence of _____
and _____ witnesses, and the said _____
_____ and _____
acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the use and
purposes therein set forth.
My commission expires _____, 19____

Notary Public

2-8-3W. 36885

WARRANTY DEED

General Form

FROM

Norman Canadian Br. Co.

COMPARED

TO

State of Okla

2-8N-3W

11-22-26

State of Oklahoma, } ss.
Cleveland County, }

This instrument was filed for record on the

14 day of Dec 1926

at 8 o'clock P.M., and duly recorded

in Book 64 on Page 360

By B. Mendenhall

County Clerk.

Deputy.

State Highway Comm

STATE OF OKLAHOMA } ss.
CLEVELAND COUNTY, }

This Deed was filed for

SEP 8 1930

20 Transcribed, Printed, and duly recorded.

in Book 87 on page 100 Fee \$

E. B. Kelly, County Clerk

Deputy

6997

Before me, the undersigned, a notary public in
and for said county and State, on this 22nd day of November, 1926.
personally appeared C.D. Atkins to me known to be the identical person
who subscribed the name of the maker thereof to the within and foregoing
instrument as its Vice President and acknowledged to me that he executed
the same as his free and voluntary act and deed and as the free and vol-
untary act and deed of such corporation for the uses and purposes there-
in set forth.

Witness my hand and official seal the day and year last

above written.

My commission expires

May 10-1928

OFFICE OF THE DIRECTOR
DEPARTMENT OF HIGHWAYS
STATE OF OKLAHOMA

Item 13.

November 8, 1954

TO: MR. STOLDT

FROM: MR. BITTLE

SUBJECT: Cleveland-McClain Counties - SH 9 and SH 74
Changes in the State Highway System

That the Commission approve the following changes in the State Highway System in order that it will conform to new construction:

Remove from the System:

Old SH 9 and SH 74 beginning at the northwest corner of Sec. 36, T9N, R3W, thence south and southwesterly to present junction of SH 9 and SH 74 just west of the old South Canadian River Bridge, a total distance of 2.8 miles.

Redesignate:

SH 74 as SH 9 beginning at the northwest corner of Sec. 36, T9N, R3W, thence west 0.5 mile.

Redesignate:

SH 9 as SH 74 beginning at the present junction of SH 9 and SH 74 just south of old South Canadian River Bridge and extending west 0.4 mile.

Add to the System:

New SH 9 and SH 74 beginning at the one-quarter corner between Sec. 26 and 35, T9N, R3W, and extending south on new construction across the South Canadian River bridge to a junction with present SH 9, a total distance of 2.8 miles.

Add to the System:

SH 74-A beginning at the southwest corner of Sec. 36, T9N, R3W, and extending west 0.2 mile.

MR. BITTLE

COMMISSION MEETING December 6, 1954 ITEM No. 588

THE ABOVE ITEM IS-

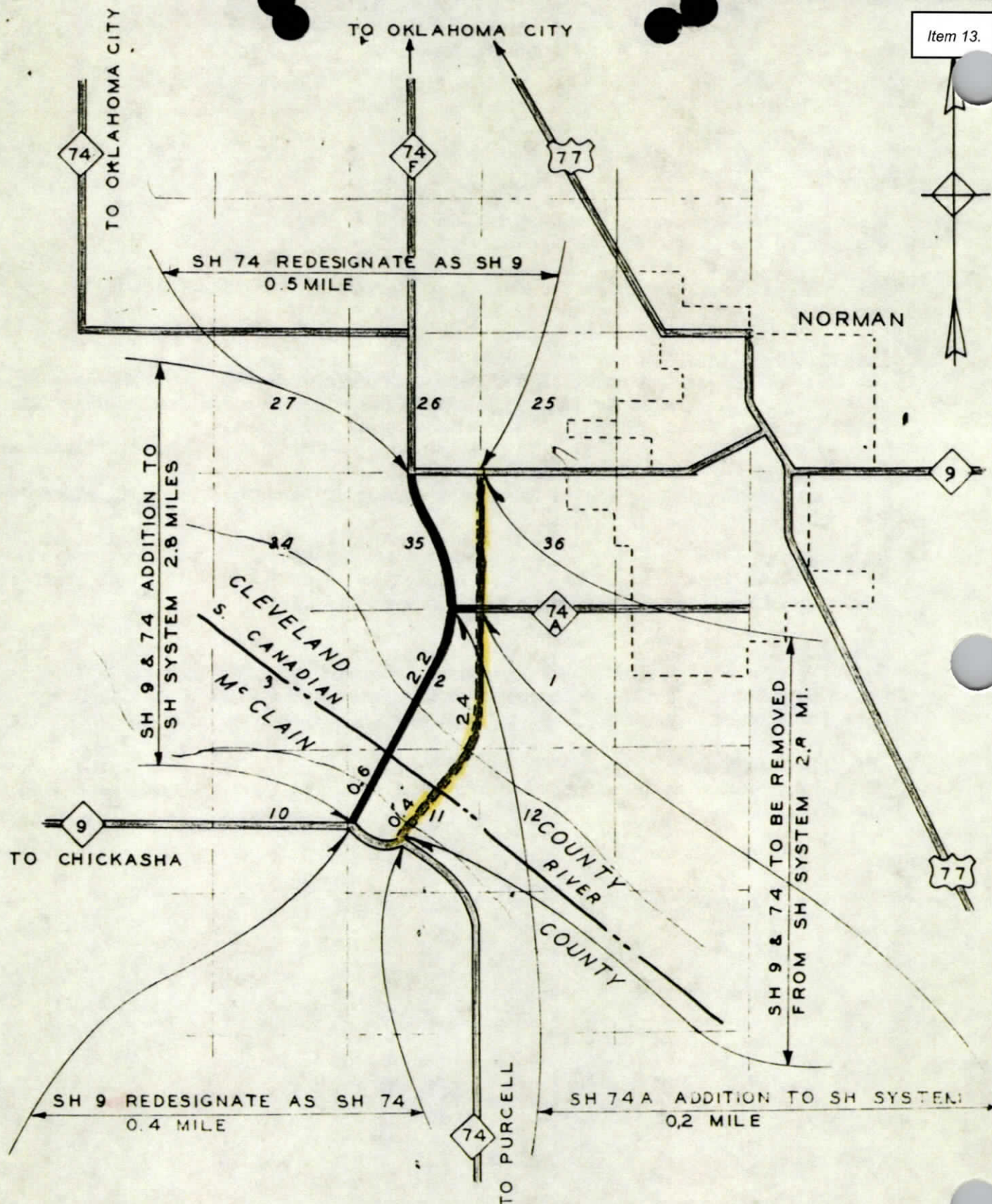
APPROVED

COMMENTS:

DISTRIBUTION:

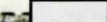
MR. Winfrey
Berry
Hyatt
McClain
McClain
McClain
McClain
McClain

C. A. STOLDT
DIRECTOR



SH 9 & 74 RELOCATION
SOUTHWEST OF NORMAN
CLEVELAND & McCLAIN COUNTIES
AUG. 31, 1954
PROJECT F-380 (4)

APPROVED _____ ITEM _____
OKLAHOMA STATE HIGHWAY COMMISSION

PROPOSED ADDITION TO SH SYSTEM 
PRESENT SH SYSTEM 
PROPOSED DELETION TO SH SYSTEM 

File Attachments for Item:

17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2526-151: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND GAMETIME, FOR THE BLUESTEM PARK PLAYGROUND PROJECT AND FINAL PAYMENT OF \$224,999.94.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 8/11/2026

REQUESTER: James Briggs, Park Development Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2526-151: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND GAMETIME, FOR THE BLUESTEM PARK PLAYGROUND PROJECT AND FINAL PAYMENT OF \$224,999.94.

BACKGROUND:

On February 24, 2026, the City Council approved RFP Number 2526-20 for the Bluestem Park Playground Project. This project was funded as part of the NORMAN FORWARD New Neighborhood Park Construction Program. The project scope included a proposal to provide and install a new playground as part of the creation of this new park south of The Links apartment community in south Norman.

All bidders were asked to maximize the stated budget, provide shade over a majority of the new equipment, and install a synthetic turf impact-attenuating surface, as is done for all of our new neighborhood playgrounds. Other work at the new park site includes construction of a perimeter walking trail, new park furnishings, a large picnic pavilion, a half-court basketball court, soccer goals, a sand volleyball area and shade trees; and will be done by other contractors. After a review of proposals submitted by a dozen different playground vendors who complied with the requirements of the RFP, it was decided to award the project to Gametime.

DISCUSSION:

On March 10, 2026, City Council awarded Contract Number K-2526-151 for the Bluestem Park Playground Project to Gametime, for \$224,999.94; and work began on-site, once the new equipment was shipped in May 2026. Work proceeded throughout the spring, as weather allowed. No partial pay requests were submitted during this period. One lump sum payment request will cover all costs once it is complete.

On July 24, 2026, the City of Norman Parks staff inspected the Bluestem Park Playground Project and found it complete per specifications.

RECOMMENDATION:

It is recommended that the City Council accept the Bluestem Park Playground Project as complete and authorize final payment in the amount of \$224,999.94 to Gametime. Funding is available for this project in the NORMAN FORWARD New Neighborhood Park Construction Project (Account 51798830-46101; Project NFP104).

City of Norman, OK

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



Meeting Agenda

Tuesday, August 25, 2026

6:30 PM

DIRECTOR OF PARKS AND RECREATION

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

City Council

**David Gandesbery, Ward 1, Jacy Deck, Ward 2, Robert Bruce, Ward 3, Helen
Grant, Ward 4, Trey Kirby, Ward 5, Kyle Steele, 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, August 25, 2026 at 6:30 PM

AGENDA

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

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

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

COUNCIL ANNOUNCEMENTS

APPROVAL OF MINUTES

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

CITY COUNCIL STUDY SESSION MEETING MINUTES OF JUNE 16, 2026.

CITY COUNCIL BUSINESS AND COMMUNITY AFFAIRS COMMITTEE MEETING MINUTES OF MAY 7, 2026.

CITY COUNCIL OVERSIGHT COMMITTEE MEETING MINUTES OF MAY 14, 2026, AND JUNE 11, 2026.

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 2 through Item 21 be placed on the consent docket.

Appointments

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

ECONOMIC DEVELOPMENT ADVISORY BOARD

TERM: 08-13-26 TO 08-13-29, HAILEY HOPPER - WARD 4

TERM: 08-25-26 TO 08-13-29, ELIZABETH FOREMAN - WARD 6

ANIMAL WELFARE OVERSIGHT COMMITTEE

TERM: 08-25-26 TO 05-27-29, RACHEL HOPKIN - WARD 5

DEVELOPMENT OVERSIGHT COMMITTEE FOR TIF DISTRICT 2

TERM: 04-10-26 TO 04-10-29, STEVEN MCDANIEL - WARD 3

Reports/Communications

3. 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.
4. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF JULY 31, 2026, AND DIRECTING THE FILING THEREOF.

5. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF THE MONTHLY DEPARTMENTAL REPORT FOR THE MONTH OF JULY 2026.
6. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE CITY'S APPLICATION FOR PERMISSION TO CARRY ITS OWN RISK WITHOUT WORKERS' COMPENSATION INSURANCE IN THE AMOUNT OF \$1,000.

Certificate of Survey

7. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2526-3: FOR ROADRUNNER ESTATES, A VARIANCE IN THE MINIMUM FRONT SETBACK WIDTH REQUIREMENT FROM 330' TO 275.98' FOR TRACTS 1 AND 2 AND A VARIANCE IN THE TEN ACRES REQUIREMENT FROM 10 ACRES TO 9.61 ACRES FOR TRACTS 1 AND 2 (GENERALLY LOCATED ONE-HALF MILE EAST OF 48TH AVENUE N.E. ON THE NORTH SIDE OF ALAMEDA STREET). (WARD 5)

Release of Easement

8. CONSIDERATION OF AWARDED, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE RELEASE OF EASEMENT RE-2627-20, FOUND IN BOOK 316, PAGE 188 (WATER) AND THE RELEASE OF EASEMENT RE-2627-21 FOUND IN BOOK 404, PAGE 290 (WATER) WITHIN THE PROPERTY PLATTED AS BLOCK 1, THE SECOND STATE UNIVERSITY ADDITION (LOCATED AT 310 EAST BOYD STREET) (WARD 4).

Final Plat

9. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF FP-2627-2: FINAL PLAT FOR BELLATONA ADDITION, SECTION 5. (GENERALLY LOCATED ON THE NORTH SIDE OF STATE HIGHWAY 9 AND EAST OF 36TH AVENUE SE) (WARD 5).
10. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF FP-2627-3: FINAL PLAT/FINAL SITE DEVELOPMENT PLAN FOR ST. JAMES PARK SECTION 7 ADDITION, A PLANNED UNIT DEVELOPMENT, (GENERALLY LOCATED ON THE NORTH SIDE OF CEDAR LANE ROAD AND ONE-HALF MILE EAST OF CLASSEN BOULEVARD) (WARD 5).

Contracts

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RATIFICATION OF CONTRACT TASK ORDER NUMBER ONE, TWO AND THREE TO CONTRACT K-2425-79: TO COLLECT STORM DEBRIS BETWEEN THE CITY OF NORMAN OKLAHOMA AND T.F.R ENTERPRISES, INC., AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

12. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER ONE TO CONTRACT K-2526-63: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND ELLSWORTH CONSTRUCTION OKC, L.L.C., REDUCING THE CONTRACT AMOUNT BY \$71,794.78 FOR A REVISED AMOUNT OF \$661,071.62, THE FINAL ACCEPTANCE OF CONTRACT AND FINAL PAYMENT OF \$33,053.58 FOR THE STREET MAINTENANCE BOND PROGRAM - FYE 2026 URBAN RECONSTRUCTION PROJECT (WARDS 2 AND 3)
13. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF WORK ORDER PW1 TO ON-CALL CONTRACT K-2526-71: BY AND BETWEEN THE CITY OF NORMAN AND COWAN GROUP ENGINEERING, L.L.C., IN THE AMOUNT OF \$194,500 FOR THE PRELIMINARY STUDY AND CONCEPTUAL DESIGN REPORT FOR THE MAIN STREET TWO-WAY PROJECT AND BUDGET TRANSFERS AS OUTLINED IN THE STAFF REPORT. (WARD 4)
14. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-4: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND INNOVATIVE ROADWAY SOLUTIONS, L.L.C., IN THE AMOUNT OF \$538,180.62 FOR THE FYE 2027 STREET MAINTENANCE BOND - PREVENTATIVE MAINTENANCE PROJECT, PERFORMANCE BOND B-2627-7; STATUTORY BOND B-2627-8; MAINTENANCE BOND MB-2627-4, AND ADOPTION OF RESOLUTION R-2627-2 GRANTING TAX-EXEMPT STATUS (WARDS 8 AND 3).
15. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2627-25: BY AND BETWEEN THE CITY OF NORMAN AND THE NORMAN FIREHOUSE ART CENTER, LOCATED AT 444 SOUTH FLOOD AVENUE, FOR THE USE OF THE FIREHOUSE ART CENTER IN LIONS PARK FOR AN INITIAL ONE (1) YEAR TERM WITH AN OPTION OF FIVE (5) FIVE (5) YEAR RENEWAL TERMS FOR A MAXIMUM TERM OF TWENTY-FIVE (25) YEARS FROM THE INITIAL TERM.
16. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-32: BY AND BETWEEN THE CITY OF NORMAN AND THE PERFORMING ARTS STUDIO, INC. D/B/A THE DEPOT FOR THE USE OF THE SANTA FE TRAIN STATION, LOCATED AT 200 SOUTH JONES AVE., FOR AN INITIAL ONE (1) YEAR TERM WITH AN OPTION OF FIVE (5) FIVE (5) YEAR RENEWAL TERMS FOR A MAXIMUM TERM OF TWENTY-FIVE (25) YEARS FROM THE INITIAL TERM.
17. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-36: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND BECK DESIGN, IN THE AMOUNT OF \$92,000 FOR THE SOONER THEATRE MASTER PLAN PROJECT.

18. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-37: A SUPPLEMENTAL PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT), FOR THE INSTALLATION OF A TRAFFIC SIGNAL AT 36TH AVENUE NW WITH BART CONNER DRIVE PROJECT AND ADOPTION OF RESOLUTION R-2627-19 (Ward 8).
19. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-45: BY AND BETWEEN THE CITY OF NORMAN AND COWAN GROUP ENGINEERING, L.L.C., FOR DESIGN ENGINEERING OF THE 48TH AVENUE NW PHASE 2 PROJECT – ROCK CREEK ROAD TO TECUMSEH ROAD IN THE AMOUNT OF \$503,750 FOR THE 2019 BOND PROJECT. (WARD 3, WARD 8)

Resolutions

20. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-16: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$18,797.31 APPROPRIATION OF FUNDS FROM RISK MANAGEMENT MISCELLANEOUS REIMBURSEMENTS/REFUNDS ACCOUNT TO REPAIR AND REPLACE TRAFFIC SIGNAL EQUIPMENT OR TRAFFIC SIGNS DAMAGED IN TRAFFIC COLLISIONS (CITYWIDE).
21. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF R-2627-23: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUPPORT A JOINT GRANT APPLICATION WITH THE CENTRAL OKLAHOMA TRANSPORTATION AND PARKING AUTHORITY, DBA EMBARK, AND THE CITY OF EDMOND TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION'S FFY2026 INNOVATIVE COORDINATED ACCESS AND MOBILITY PILOT PROGRAM (ICAM) FOR PLANNING FOR REGIONAL PARATRANSIT SERVICE; AND EXPRESSING ITS COMMITMENT TO SEEK FUNDING FOR THE LOCAL MATCH (\$10,000) IF SUCH A GRANT IS AWARDED AND PROJECT APPROVED.

NON-CONSENT ITEMS

Public Hearings

22. PUBLIC HEARING REGARDING ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF \$55,456 TO THE CITY OF NORMAN, THE MOORE POLICE DEPARTMENT, AND THE CLEVELAND COUNTY SHERIFF'S OFFICE FROM THE UNITED STATES DEPARTMENT OF JUSTICE/BUREAU OF JUSTICE ASSISTANCE (DOJ/BJA) THROUGH THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM WITH NORMAN'S PORTION OF \$35,325 TO BE USED BY THE NORMAN POLICE DEPARTMENT FOR FORENSIC EQUIPMENT REPAIR/RECALIBRATION, ADVANCED SPECIALTY TRAINING (AND ASSOCIATED TRAVEL) AND DIGITAL SIGNAGE; CONTRACT K-2627-47; AND BUDGET APPROPRIATION FROM THE SPECIAL GRANT FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

Second Reading Ordinance

23. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-44 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, REPEALING ORDINANCE O-2122-10, AND AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE A PART OF THE NORTH HALF (N/2) OF SECTION TWENTY-SIX (26), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, FROM A PUD, PLANNED UNIT DEVELOPMENT, AND REINSTATING THE A-2, RURAL AGRICULTURAL DISTRICT ZONING FOR THE SAME; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3766 EAST ROBINSON STREET; WARD 5)
24. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-54 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR MINI-WAREHOUSE IN THE C-2, GENERAL COMMERCIAL DISTRICT, FOR THE TRACT OF LAND BEING A PART OF GOVERNMENT LOT 8 IN SECTION TWO (2), TOWNSHIP EIGHT (8) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1 VAN BUREN STREET; WARD 2)
25. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2627-1: PRELIMINARY PLAT FOR VAN BUREN SELF-STORAGE, GENERALLY LOCATED SOUTH AND WEST OF THE INTERSECTION OF 24TH AVENUE S.W. AND VAN BUREN STREET (WARD 2).

26. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-73 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE TRACT OF LAND BEING A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-FIVE (35), TOWNSHIP NINE (9) NORTH, RANGE THREE (3) WEST AND THE WEST HALF (W/2) OF SECTION TWO (2), TOWNSHIP EIGHT (8) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, AND A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-FIVE (35), TOWNSHIP NINE (9) NORTH, RANGE THREE (3) WEST AND THE NORTHWEST QUARTER (NW/4) OF SECTION TWO (2), TOWNSHIP EIGHT (8) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, AND A TRACT OF LAND LYING IN THE NORTHWEST QUARTER (NW/4) OF SECTION TWO (2), TOWNSHIP EIGHT (8) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE-FAMILY DWELLING DISTRICT, RM-6, MEDIUM DENSITY APARTMENT DISTRICT, AND A-1, GENERAL AGRICULTURAL DISTRICT, AND PLACE SAME IN THE A-2, RURAL AGRICULTURAL DISTRICT AND PROVIDING FOR THE SEVERABILITY THEREOF. (WEST OF I-35 AND SOUTH OF W LINDSEY ST AND 36TH AVE SW; WARD 3)
27. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-74 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE A TRACT OF LAND IN THE WEST HALF OF SECTION SEVEN (7), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA AND BEING A PORTION OF LOT ONE (1), BLOCK ONE (1) OF CANADIAN TRAILS ADDITION AS RECORDED IN BOOK 15, PAGES 39 AND 40, PLAT RECORDS OF CLEVELAND COUNTY, FROM THE C-1, LOCAL COMMERCIAL DISTRICT, AND PLACE SAME IN A SPUD, SIMPLE PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (801 S CANADIAN TRAILS DRIVE; WARD 2)
28. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-75 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE HIGHLAND LOTS 5-13 BLK 4, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM R-3, MULTI-FAMILY DWELLING DISTRICT, AND PLACE SAME IN A SPUD, SIMPLE PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (314 E. HAYES STREET; WARD 4)

Resolutions

- 29.** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-31: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA EXPRESSING SUPPORT FOR THE OKLAHOMA TURNPIKE AUTHORITY'S CONSTRUCTION OF INTERCHANGES ALONG THE SOUTH EXTENSION TURNPIKE LIMITED TO LOCATIONS AT TECUMSEH ROAD, ALAMEDA STREET, AND ETOWAH ROAD, AND REQUESTING ADDITIONAL COMMUNITY-FOCUSED ENHANCEMENTS INCLUDING SOUND BARRIERS, ENHANCED LANDSCAPING, AND LAND, FUNDING, AND/OR EQUIPMENT TO ASSIST FIRST RESPONDERS IN THE PROTECTION OF RESIDENTS, PROPERTY AND TRAVELERS.

MISCELLANEOUS COMMENTS

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

COUNCIL COMMENTS

ADJOURNMENT

File Attachments for Item:

15. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2627-25: BY AND BETWEEN THE CITY OF NORMAN AND THE NORMAN FIREHOUSE ART CENTER, LOCATED AT 444 SOUTH FLOOD AVENUE, FOR THE USE OF THE FIREHOUSE ART CENTER IN LIONS PARK FOR AN INITIAL ONE (1) YEAR TERM WITH AN OPTION OF FIVE (5) FIVE (5) YEAR RENEWAL TERMS FOR A MAXIMUM TERM OF TWENTY-FIVE (25) YEARS FROM THE INITIAL TERM.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 8/25/2026

REQUESTER: Jason Olsen, Parks and Recreation Director

PRESENTER: Jason Olsen, Parks and Recreation Director

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2627-25: BY AND BETWEEN THE CITY OF NORMAN AND THE NORMAN FIREHOUSE ART CENTER, LOCATED AT 444 SOUTH FLOOD AVENUE, FOR THE USE OF THE FIREHOUSE ART CENTER IN LIONS PARK FOR AN INITIAL ONE (1) YEAR TERM WITH AN OPTION OF FIVE (5) FIVE (5) YEAR RENEWAL TERMS FOR A MAXIMUM TERM OF TWENTY-FIVE (25) YEARS FROM THE INITIAL TERM.

BACKGROUND:

The Norman Firehouse Art Center, located at 444 South Flood Avenue ("NFAC"), has facilitated art programs and art education inside Lions Park since 1970.

DISCUSSION:

The proposed lease agreement will replace the current lease agreement, Contract K-8384-48, executed July 3, 1984. It establishes updated terms for the City's continued partnership with Norman Firehouse Art Center, Inc., a nonprofit organization that provides arts and crafts education to the Norman community.

Key provisions include:

- **Term:** The lease commences upon approval and continues until June 30, 2027, with automatic five-year renewals for up to 25 years unless terminated as outlined in the agreement.
- **Rent:** The NFAC will pay \$1.00 per year, along with other valuable consideration. This is consistent with other cultural facility agreements and reflects the City's commitment to supporting arts and cultural programming.
- **Operations:** The NFAC is responsible for management, programming, custodial care, and staffing. The City may provide funding assistance through separate annual funding agreements, subject to Council approval.

- **Supportive Funding:** Annual operational funding may be allocated by the Board of Park Commissioners based on a written funding proposal submitted each August, with distributions made by October 31.
- **Maintenance & Repairs:** The City maintains structural, mechanical, electrical, plumbing, HVAC, alarm systems, landscaping, and pest control. The NFAC manages routine repairs, custodial care, and emergency repairs under \$500.
- **Reporting & Transparency:** The NFAC must provide annual reports and financial records and comply with the Oklahoma Open Records Act.
- **Termination:** The agreement includes provisions for termination for cause, convenience, or non-renewal, with appropriate notice and return of property.
- **Other Provisions:** The lease outlines insurance requirements, indemnification, compliance with applicable laws, nondiscrimination, and City oversight (including ex officio membership on the NFAC Board).

This lease ensures the NFAC remains a vibrant community asset, provides clarity on operational responsibilities, and maintains transparency and accountability for public funding and facility use. Approval of this agreement will support the ongoing delivery of arts education and cultural programming in Norman.

RECOMMENDATION:

It is recommended that the City Council approve Contract K-2627-25 with the Norman Firehouse Art Center, Inc., for the use of the Firehouse Art Center in Lions Park for the Parks and Recreation Department.

LEASE AGREEMENT

This Lease Agreement made and entered into this _____ day of _____, 2026 (the "Effective Date"), by and between the City of Norman, Oklahoma, a municipal corporation, hereinafter called the "Lessor," and the Norman Firehouse Art Center, Inc., a non-profit corporation offering services to the Norman community relating to arts and crafts education, hereinafter called the "Lessee."

WITNESSETH:

WHEREAS, Lessor is the owner of property and improvements located at 444 South Flood Avenue, Norman, Cleveland County, Oklahoma, which property it has agreed to lease to Lessee for the term, uses and purposes and in accordance with all of the provisions hereof; and

WHEREAS, Lessee has agreed to lease from Lessor the above-described property for the term, uses and purposes and in accordance with all the provisions hereof; and

WHEREAS, the Parties hereto desire to replace the current lease agreement (Contract K-8384-48) executed on July 3, 1984, with this Lease Agreement, thereby making such former Contract K-8384-48 null and void.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

PROPERTY COVERED BY THIS LEASE

The property, of which Lessor is the owner, covered by this lease is 444 South Flood Avenue, Norman, Cleveland County, Oklahoma, which contains the building known as the Firehouse Art Center, further depicted on Exhibit A attached hereto and incorporated herein.

TERM

The Initial Term of this Agreement shall commence on the Effective Date and continue until June 30, 2027. This Agreement shall renew automatically on July 1, 2027, for a five (5) year term, unless terminated pursuant to the provisions set forth herein (the "First Renewal Term"). Following expiration of the First Renewal Term, this Agreement shall renew automatically for an additional four (4) separate, consecutive five (5) year terms (each a "Renewal Term"), unless terminated pursuant to the provisions set forth herein, for a maximum contract term of twenty (25) years from July 1, 2027.

USES

The Property is let to Lessee by Lessor for the purpose of serving as a facility for the development of arts and crafts education and exhibition of artistic endeavors for Lessee.

RENT

In consideration of the use, occupancy and possession of the Property by Lessee, Lessee agrees to pay and Lessor agrees to accept in the sum of One Dollar (\$1.00) and other valuable consideration per year, payable in advance of or on the Effective Date, and on a like day each successive year thereafter.

Any change and any expansion of the Property must be approved in advance in writing by Lessor.

OPERATIONS

Lessee shall be solely responsible for the conduct and management of the Firehouse Art Center within the Property and shall furnish all equipment, tools and supplies necessary for the proper conduct of the events and activities at the Firehouse Art Center. Lessee shall be responsible for all custodial care of the building. Lessee shall employ a qualified person as the director of the Firehouse Art Center to advise and assist in the arrangement of events and the arrangement and display of the articles used and placed on display in the Firehouse Art Center. Nothing in this provision shall be construed to prevent Lessee from requesting City funds to assist in the conduct of its activities.

Lessor may provide funding assistance to Lessee for the operation of the Firehouse Art Center in accordance with annual budget requests submitted to the Council of the City of Norman, with any such Council approved funding assistance to be provided through separate Funding Disbursement Agreements.

SUPPORTIVE FUNDING

Lessor shall disperse supportive funding to Lessee to be used solely for the operational costs, which may include costs of utilities, of the Firehouse Art Center. The amount of such supportive funding shall be determined by the Board of Park's Commissioners (the "Board") at their regularly scheduled meeting in August of each year. Lessee shall deliver a written proposal to the Board demonstrating the extent of the need for financial support for the upcoming year. The Board will allocate supportive funding to Lessee from the Lessor's designated pool of funding designed to support all of Lessor's Community and Cultural Centers. Lessor shall disperse the allocated amount of supportive funding within thirty (30) day's of the Board's decision at the August meeting.

UTILITIES

Lessee shall be solely responsible for all utility costs, including but not limited to, water, sewer, trash, electricity, natural gas, and telephone and internet during the Term of this Agreement.

REPAIRS AND MAINTENANCE

- (a) *Lessor's obligations.* Lessor shall provide or arrange for the provision of electrical, heating, ventilating, and air conditioning systems maintenance. At all times, Lessor, or its agents, contractors, or other designee, will maintain, operate, and keep in good repair and working

order (i) all structural elements (such as exterior walls, load bearing elements, foundations, roofs, and structural columns or floors) of the Property, (ii) all mechanical, electrical, and plumbing systems that serve the Property, and (iii) fire and security alarms. Lessor shall also provide pest control and landscaping services for the Property. Lessor shall respond to written requests for maintenance by Lessee within ten (10) days of such request with an expected timeline for requested maintenance work.

- (b) *Lessee's obligations.* Except for maintenance as provided in Section (a) above, Lessee shall be obligated, without cost to Lessor, to maintain the Property and fixtures in good appearance, repair, and safe condition consistent with good business practices, industry standards, and in accordance with all applicable laws, rules, and regulations. All injury, breakage, or damage to the Property caused by any negligent or willful act or omission of Lessee or its agents, employees, officers, contractors, licensees, or invitees shall be repaired or replaced at Lessee's expense. Lessee shall also be responsible for any emergency repairs that arise outside of business hours where the cost of such repair is estimated to be Five Hundred Dollars (\$500.00) or less.

If Lessor determines that any maintenance of the Property for which Lessee is responsible is not satisfactory, Lessor shall so notify the Lessee in writing. If said maintenance is not performed within fifteen (15) days after receipt of the written notice, Lessor shall have the right to perform the maintenance and Lessee agrees to reimburse Lessor within thirty (30) days for the associated costs.

Lessee shall provide oral and written notice to Lessor upon discovery of any hazardous or dangerous or potentially hazardous or potentially dangerous condition(s) in the Property. Any hazardous or potentially hazardous condition in the Property caused by Lessee shall be fixed, removed, and/or disposed of immediately by Lessee, its agents, contractors, or other designee.

ALTERATIONS AND IMPROVEMENTS

Lessee shall not install, erect, change, alter, or make any improvements or alterations to the Property without the prior written consent of Lessor. Any improvements or alterations will be performed by Lessor or by persons approved by Lessor in writing prior to the improvements, alterations or changes to the Property.

LESSOR'S RIGHTS

Lessor, or its agents, shall have the right to enter the leased premises at any time and from time to time to examine the same or to make alterations and repairs, or for any purpose which it may deem necessary for the operation or maintenance of the building. Lessor shall provide ten (10) days' notice to Lessee prior to performing any alterations, repairs or associated maintenance, except in the event of an emergency requiring immediate access. If Lessor deems closure is warranted and necessary to perform such maintenance or repair operations, Lessor shall coordinate such closure

with Lessee to ensure minimal impact to Lessee's operations while still responsibly and efficiently maintaining the Property. Lessor specifically retains the right to use or lease the Property in any way it desires which will not unreasonably interfere with Lessee's use of the Property, subject to mutual agreement of the parties, with Lessee's agreement not to be unreasonably withheld.

Lessee agrees that the Lessor's Director, or their designee, shall be an ex-officio member of the Lessee's Board of Directors. The Director, or their designee, shall be notified of any Board of Director meetings and shall receive a schedule of any pre-set Board of Director meetings for the calendar year within forty-five (45) days of the start of each calendar year.

INDEMNIFICATION

Lessee agrees to indemnify and hold harmless the Lessor, its officers, agents and employees from and against all liability for injuries or death to persons, legal expense or damage to property caused by Lessee's, its agents or employees management and operation of the Firehouse Art Center; provided, however, that Lessee shall not be liable for injury, damage or loss occasioned by the sole negligence of the Lessor, its agents or employees. Lessee shall indemnify and hold harmless the Lessor, its officers, agents and employees from and against all claims, damages, suits, expenses, liability or proceedings of any kind whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from, or arising out of, Lessee's acts, omissions or operations under or in connection with this Agreement or management and operation of the Firehouse Art Center. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under this Agreement.

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS LEASE, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES, FOR LOST REVENUES OR LOST PROFITS, OR FOR ANY OTHER SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR SIMILAR DAMAGES, IN EACH CASE ARISING OUT OF, RELATING TO OR RESULTING FROM (A) AN ACTUAL OR ALLEGED DEFAULT OR BREACH OF THIS LEASE, (B) THE OBLIGATIONS CONTEMPLATED UNDER THIS LEASE OR (C) THE RELATIONSHIP OF THE PARTIES HEREUNDER, IN EACH CASE EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EACH PARTY HEREBY EXPRESSLY, IRREVOCABLY AND UNCONDITIONALLY RELEASES THE OTHER PARTY THEREFROM

INSURANCE

The Lessee shall, at its own expense, keep in force insurance of the following types, naming the Lessor as co-insured, and in not less than the following amounts, issued by a company or companies licensed to do business in Oklahoma and is of sound and adequate financial responsibility, against all liabilities arising out of or in connection with the Lessee's use of the Property, except when caused by the Lessor's sole negligence or that of its agents or employees, and shall furnish to the Lessor certificates evidencing such insurance subject to the limitations in

respect to the Lessor's sole negligence and the Lessee shall furnish a certificate to the effect that such insurance shall not be changed or cancelled without ten (10) days' prior notice to the Lessor, said notice shall be written and shall be given by the Lessee, to wit:

- (a) Worker's Compensation Insurance as prescribed by State Statute, if applicable.
- (b) Provide liability insurance for both personal injury and property damage in limits prescribed by the Oklahoma Tort Claims Act (51 O.S. § 151 et seq.) and subsequent revisions thereto.

RECORDKEEPING AND REPORTING

Lessee shall supply an annual report to Lessor's Director and the Council of the City of Norman, through the Board of Parks Commissioners, no later than the first day of August of each contract term. The annual report shall include:

- (a) A narrative of the previous year's activity;
- (b) Lessee's mission statement and goals;
- (c) Lessee's beginning and ending fund balance;
- (d) Lessee's budget, which shall include revenue, maintenance, operating, and capital costs;
- (e) A detailed record of the previous year's expenditures, specifically highlighting how the supportive funding under this Agreement was utilized;
- (f) Lessee's current record of board members and officers, including those who can authorize expenditures;
- (g) Either an audit or tax documents for the previous year;
- (h) A copy of Lessee's Bylaws; and
- (i) Lessee's price schedule for the Firehouse Art Center, including but not limited to, admission fees, class and program fees, and rental fees.

Lessee acknowledges that Lessor is subject to the Oklahoma Open Records Act, 51 O.S. 24A.1 et seq, as amended from time to time. Lessee agrees to comply and abide by the Oklahoma Open Records Act and shall submit copies of its agendas for and minutes from its meetings to Lessor within a reasonable time following posting or completion of such documents.

All detailed records associated with the operation and management of the Firehouse Art Center shall be made available for review within ten (10) days by Lessee upon request from Lessor. Lessee agrees to maintain all financial records associated with the operation and management of the Firehouse Art Center for a period of seven (7) years. These financial records shall be maintained in such detail as to account for gross receipts and expenditures for all significant operational activity.

TERMINATION

For Cause: This Agreement may be terminated by either party, upon written notice, in the event of substantial failure by the other party to perform in accordance with its material duties or

obligations under this Agreement. The defaulting party shall have sixty (60) days after written notice is given, specifying the event of default under the Agreement, to cure the default. If the default is not cured to the complete satisfaction of the non-defaulting party, such party may terminate the Agreement.

For Convenience: Lessor may terminate this Agreement for any reason upon 150 days' written notice to Lessee. If the Lessor is cancelling this Agreement prior to the proposed effective date of cancellation, the Lessee shall be afforded a hearing before the Board of Park Commissioners, if requested in writing. The results of such hearing shall not be binding on the Lessor as constituting a limitation upon its power to cancel this Agreement. Notwithstanding the above, the parties understand that Lessor is subject to annual appropriations by the Norman City Council, and, as such, the Lessor may terminate this Agreement at any time should there be insufficient appropriations for any contract term.

Notice of non-renewal: Either party may terminate the continuation of this Agreement by providing written notice of its intention not to renew the Agreement at least ninety (90) days prior to the expiration (June 30) of the then current agreement year.

Upon the expiration or termination of this Lease Agreement, Lessee shall return the Property to Lessor in substantially the same condition as existed at the commencement of the lease term, reasonable wear and tear excepted. Lessee shall remove all of its personal equipment, property and other effects therefrom within forty-five business days (45) days from the expiration or termination of this Agreement, during which Lessor will provide Lessee with reasonable access to the Property for such purpose. In the event Lessee does not remove all of its personal effects within such timeline, Lessor may take possession of such items and utilize or dispose of them in Lessor's sole discretion without any liability to Lessee.

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:

Lessor: Director of Parks and Recreation
 225 N. Webster Ave.
 Norman, OK 73070

Lessee: Norman Firehouse Art Center Inc., President
 444 S Flood Ave.
 Norman, OK 73069

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the parties hereto.

MISCELLANEOUS

- (a) *Counterparts*: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute the same instrument.
- (b) *Severability*: If any provision of this Agreement is determined to be unenforceable, invalid, or illegal, then the enforceability, validity, and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
- (c) *Entire Agreement; Amendments*: This Agreement constitutes the entire agreement among the parties hereto and may not be amended or modified, except in writing, signed by each of the parties hereto.
- (d) *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.
- (e) *Force Majeure*: Neither party shall be responsible nor liable for any delays or failures in performance from any cause beyond its reasonable control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of a third party, riots, fires, earthquakes, floods, power blackouts, strikes, or weather events.
- (f) *Binding Effect*: All the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.
- (g) *Compliance with Laws*: Lessee shall be responsible for complying with all applicable federal, state, and local laws, rules, and regulations.
- (h) *Assignment and Sublease*: This Agreement shall not be assigned nor sublet by Lessee without the prior written consent of Lessor.
- (i) *Authority*: Each party hereto has the legal right, power and authority to enter into this Agreement. Each party's execution, delivery and performance of this Agreement has been duly authorized, and no other action is requisite to the valid and binding execution, delivery and performance of this Agreement, except as expressly set forth herein
- (j) *Nondiscrimination*: Lessee agrees that it will not discriminate on the basis of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex.

- (k) *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.
- (l) The provisions of this Lease Agreement shall supersede all former leases and agreements between the parties hereto, except for the most recent Funding Disbursement Agreement (K-2324-41).

In Witness Whereof, the parties hereunto set their hands and seals the date first above written. The parties agree that they may conduct the transaction by electronic means and hereby state that an electronic signature is valid and shall have the same force and effect as an original signature.

LESSEE: NORMAN FIREHOUSE ART CENTER, INC.

BY: _____

President

ATTEST:

Secretary

LESSOR: CITY OF NORMAN

APPROVED this _____ day of _____, 2026 by the Norman City Council.

BY: _____

Mayor

ATTEST:

City Clerk

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

City Attorney

EXHIBIT A



File Attachments for Item:

16. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-32: BY AND BETWEEN THE CITY OF NORMAN AND THE PERFORMING ARTS STUDIO, INC. D/B/A THE DEPOT FOR THE USE OF THE SANTA FE TRAIN STATION, LOCATED AT 200 SOUTH JONES AVE., FOR AN INITIAL ONE (1) YEAR TERM WITH AN OPTION OF FIVE (5) FIVE (5) YEAR RENEWAL TERMS FOR A MAXIMUM TERM OF TWENTY-FIVE (25) YEARS FROM THE INITIAL TERM.

File Attachments for Item:

16. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-32: BY AND BETWEEN THE CITY OF NORMAN AND THE PERFORMING ARTS STUDIO, INC. D/B/A THE DEPOT FOR THE USE OF THE SANTA FE TRAIN STATION, LOCATED AT 200 SOUTH JONES AVE., FOR AN INITIAL ONE (1) YEAR TERM WITH AN OPTION OF FIVE (5) FIVE (5) YEAR RENEWAL TERMS FOR A MAXIMUM TERM OF TWENTY-FIVE (25) YEARS FROM THE INITIAL TERM.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 8/25/2026

REQUESTER: Jason Olsen, Parks and Recreation Director

PRESENTER: Jason Olsen, Parks and Recreation Director

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-32: BY AND BETWEEN THE CITY OF NORMAN AND THE PERFORMING ARTS STUDIO, INC. D/B/A THE DEPOT FOR THE USE OF THE SANTA FE TRAIN STATION, LOCATED AT 200 SOUTH JONES AVE., FOR AN INITIAL ONE (1) YEAR TERM WITH AN OPTION OF FIVE (5) FIVE (5) YEAR RENEWAL TERMS FOR A MAXIMUM TERM OF TWENTY-FIVE (25) YEARS FROM THE INITIAL TERM.

BACKGROUND:

The City owns the historic Santa Fe Train Station ("The Depot") located at 200 South Jones Avenue. The Performing Arts Studio, Inc. d/b/a The Depot ("Lessee") has leased and operated the facility under Contract K-0304-98 executed on December 9, 2003. The proposed agreement will replace the current lease and updates terms and responsibilities to support ongoing cultural programming and facility preservation.

DISCUSSION:

The proposed lease agreement updates and replaces the current lease agreement, Contract K-0304-98, and defines the continued partnership between the City of Norman and the Performing Arts Studio, Inc. d/b/a The Depot. The Lessee operates inside the historic Santa Fe Train Station at 200 South Jones Avenue and provides performing arts programming, cultural activities, and public instruction for the Norman community.

Key provisions include:

- **Term:** The lease commences upon approval and continues until June 30, 2027, with automatic five-year renewals for up to 25 years unless terminated as outlined in the agreement.
- **Rent:** Lessee will pay \$1.00 per year, along with other valuable consideration. This is consistent with other cultural facility agreements and reflects the City's commitment to supporting arts and cultural programming.

- **Operations:** The Lessee will continue offering performing arts and cultural instruction while remaining open during Amtrak operational hours. The Lessee maintains custodial duties and program management. The City may provide funding assistance through separate annual funding agreements, subject to Council approval.
- **Supportive Funding:** Annual operational funding may be allocated by the Board of Park Commissioners based on a written funding proposal submitted each August, with distributions made by October 31.
- **Maintenance Responsibilities:** The City maintains structural, mechanical, electrical, plumbing, HVAC, alarm systems, landscaping, and pest control. The Lessee manages routine repairs, custodial care, and emergency repairs under \$500.
- **Reporting & Transparency:** The Lessee must provide annual reports and financial records and comply with the Oklahoma Open Records Act.
- **Termination:** The agreement includes provisions for termination for cause, convenience, or non-renewal, with appropriate notice and return of property.
- **Other Provisions:** The lease outlines insurance requirements, indemnification, compliance with applicable laws, nondiscrimination, and City oversight (including ex officio membership on the Lessee's Board).

Approval of the agreement supports the continued preservation of a significant historic facility while ensuring the Depot remains an active cultural venue for performance, education, and community engagement.

RECOMMENDATION:

It is recommended that the City Council approve Contract K-2627-32 with the Performing Arts Studio, Inc. d/b/a The Depot for the use of the Santa Fe Train Station for the Parks and Recreation Department.

K-2627-32

LEASE AGREEMENT

This Lease Agreement made and entered into this _____ day of _____, 2026 (the "Effective Date"), by and between the City of Norman, Oklahoma, a municipal corporation, hereinafter called the "Lessor," and the Performing Arts Studio, Inc. d/b/a The Depot, an Oklahoma non-profit corporation, hereinafter called the "Lessee."

WITNESSETH:

WHEREAS, Lessor is the owner of property and improvements located at 200 South Jones Avenue, Cleveland County, Oklahoma, hereinafter called the "Property," which it has agreed to lease to Lessee for the term, uses and purposes and in accordance with all of the provisions hereof; and

WHEREAS, Lessee has agreed to lease from Lessor the Property for the term, uses and purposes and in accordance with all the provisions hereof; and

WHEREAS, the Parties hereto desire to replace the current lease agreement (Contract K-0304-98) executed on December 9, 2003, with this Lease Agreement, thereby making such former Contract K-0304-98 null and void.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

PROPERTY COVERED BY THIS LEASE

The Property, of which Lessor is the owner, covered by this lease is 200 South Jones Avenue, Cleveland County, Oklahoma, which contains the old Santa Fe Train Station, now known as the Depot.

TERM

The Initial Term of this Agreement shall commence on the Effective Date and be effective until June 30, 2027. Thereafter, this Agreement shall renew automatically on July 1, 2027, for a five (5) year term, unless terminated pursuant to the provisions set forth herein (the "First Renewal Term"). Following expiration of the First Renewal Term, this Agreement shall renew automatically for an additional four (4) separate, consecutive five (5) year terms (each a "Renewal Term"), unless terminated pursuant to the provisions set forth herein, for a maximum contract term of twenty (25) years from July 1, 2026.

USES

The Property is let to Lessee by Lessor for the purpose of: 1) preserving and maintaining the Property as a historic landmark, and 2) providing performing arts and other related cultural and civic activities and instruction to the general public.

RENT

K-2627-32

In consideration of the use, occupancy and possession of the Property by Lessee, Lessee agrees to pay and Lessor agrees to accept in the sum of One Dollar (\$1.00) and other valuable consideration per year, payable in advance of or on July 1, 2026, and on a like day each successive year thereafter.

Any change and any expansion of the Property must be approved in advance in writing by Lessor.

OPERATIONS

Lessee shall be solely responsible for the conduct and management of the Depot within the Property and shall ensure it is open and operational to the public during Amtrak operational hours. Lessee is permitted to charge and collect fees associated with the provision of the performing arts and other related cultural and civic activities at the Depot. Lessee shall be responsible for all custodial care of the building. Nothing in this provision shall be construed to prevent Lessee from requesting City funds to assist in the conduct of its activities.

Lessor may provide funding assistance to Lessee for the operation of the Depot in accordance with annual budget requests submitted to the Council of the City of Norman, with any such Council approved funding assistance to be provided through separate Funding Disbursement Agreements.

SUPPORTIVE FUNDING

Lessor shall disperse supportive funding to Lessee to be used solely for the operational costs, which may include costs of utilities, of the Depot. Such operational costs shall be the items specifically described in the written proposal for supportive funding, and Lessee agrees any supportive funding received shall be used only for such purposes. Any supportive funding not used for such operational costs will be subject to return to the City. The amount of supportive funding shall be determined by the Board of Park's Commissioners (the "Board") at their regularly scheduled meeting in September of each year. Lessee shall deliver a written proposal to the Board, no later than August 30 of the respective supportive funding year, demonstrating the extent of the need for financial support for the operational costs of the upcoming year. The Board will allocate supportive funding to Lessee from the Lessor's designated pool of funding designed to support all of Lessor's Community and Cultural Centers. Lessor shall disperse the allocated amount of supportive funding on or before October 31 of the respective supportive funding year.

UTILITIES

Lessee shall be solely responsible for all utility costs, including but not limited to, water, sewer, trash, electricity, natural gas, and telephone and internet during the Term of this Agreement.

REPAIRS AND MAINTENANCE

- (a) *Lessor's obligations.* Lessor shall provide or arrange for the provision of electrical, heating, ventilating, and air conditioning systems maintenance. At all times, Lessor, or its agents, contractors, or other designee, will maintain, operate, and keep in good repair and working order (i) all structural elements (such as exterior walls, load bearing elements, foundations,

K-2627-32

roofs, and structural columns or floors) of the Property, (ii) all mechanical, electrical, and plumbing systems that serve the Property, and (iii) fire and security alarms. Lessor shall also provide pest control and landscaping services for the Property. Lessor shall respond to written requests for maintenance by Lessee within ten (10) days of such request with an expected timeline for requested maintenance work.

- (b) *Lessee's obligations.* Except for maintenance as provided in Section (a) above, Lessee shall be obligated, without cost to Lessor, to maintain the Property and fixtures in good appearance, repair, and safe condition consistent with good business practices, industry standards, and in accordance with all applicable laws, rules, and regulations. All injury, breakage, or damage to the Property caused by any negligent or willful act or omission of Lessee or its agents, employees, officers, contractors, licensees, or invitees shall be repaired or replaced at Lessee's expense. Lessee shall also be responsible for any emergency repairs that arise outside of business hours where the cost of such repair is estimated to be Five Hundred Dollars (\$500.00) or less.

If Lessor determines that any maintenance of the Property for which Lessee is responsible is not satisfactory, Lessor shall so notify the Lessee in writing. If said maintenance is not performed within fifteen (15) days after receipt of the written notice, Lessor shall have the right to perform the maintenance and Lessee agrees to reimburse Lessor within thirty (30) days for the associated costs.

Lessee shall provide oral and written notice to Lessor upon discovery of any hazardous or dangerous or potentially hazardous or potentially dangerous condition(s) in the Property. Any hazardous or potentially hazardous condition in the Property caused by Lessee shall be fixed, removed, and/or disposed of immediately by Lessee, its agents, contractors, or other designee.

ALTERATIONS AND IMPROVEMENTS

Lessee shall not install, erect, change, alter, or make any improvements or alterations to the Property without the prior written consent of Lessor. Any improvements or alterations must be performed by Lessor or by persons approved by Lessor in writing prior to the improvements, alterations or changes to the Property, and such improvements, alterations or changes shall be supervised by Lessor to ensure the historical integrity of the Property is maintained.

LESSOR'S RIGHTS

Lessor, or its agents, shall have the right to enter the leased premises at any time and from time to time to examine the same or to make alterations and repairs, or for any purpose which it may deem necessary for the operation or maintenance of the building. Lessor shall provide ten (10) days' notice to Lessee prior to performing any alterations, repairs or associated maintenance, except in the event of an emergency requiring immediate access. If Lessor deems closure is warranted and necessary to perform such maintenance or repair operations, Lessor shall coordinate such closure

K-2627-32

with Lessee to ensure minimal impact to Lessee's operations while still responsibly and efficiently maintaining the Property. Lessor specifically retains the right to use or lease the Property in any way it desires which will not unreasonably interfere with Lessee's use of the Property, subject to mutual agreement of the parties, with Lessee's agreement not to be unreasonably withheld.

Lessee agrees that the Lessor's Director, or their designee, shall be an ex-officio member of the Lessee's Board of Directors. The Director, or their designee, shall be notified of any Board of Director meetings and shall receive a schedule of any pre-set Board of Director meetings for the calendar year within forty-five (45) days of the start of each calendar year.

INDEMNIFICATION

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

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS LEASE, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES, FOR LOST REVENUES OR LOST PROFITS, OR FOR ANY OTHER SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR SIMILAR DAMAGES, IN EACH CASE ARISING OUT OF, RELATING TO OR RESULTING FROM (A) AN ACTUAL OR ALLEGED DEFAULT OR BREACH OF THIS LEASE, (B) THE OBLIGATIONS CONTEMPLATED UNDER THIS LEASE OR (C) THE RELATIONSHIP OF THE PARTIES HEREUNDER, IN EACH CASE EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EACH PARTY HEREBY EXPRESSLY, IRREVOCABLY AND UNCONDITIONALLY RELEASES THE OTHER PARTY THEREFROM.

INSURANCE

The Lessee shall, at its own expense, keep in force insurance of the following types, naming the Lessor as co-insured, and in not less than the following amounts, issued by a company or companies licensed to do business in Oklahoma and is of sound and adequate financial responsibility, against all liabilities arising out of or in connection with the Lessee's use of the Property, except when caused by the Lessor's sole negligence or that of its agents or employees, and shall furnish to the Lessor certificates evidencing such insurance subject to the limitations in

K-2627-32

respect to the Lessor's sole negligence and the Lessee shall furnish a certificate to the effect that such insurance shall not be changed or cancelled without ten (10) days' prior notice to the Lessor, said notice shall be written and shall be given by the Lessee, to wit:

- (a) Worker's Compensation Insurance as prescribed by State Statute, if applicable.
- (b) Provide liability insurance for both personal injury and property damage in limits prescribed by the Oklahoma Tort Claims Act (51 O.S. § 151 et seq.) and subsequent revisions thereto.

RECORDKEEPING AND REPORTING

Lessee shall supply an annual report to Lessor's Director and the Council of the City of Norman, through the Board of Parks Commissioners, no later than the first day of August of each contract term. The annual report shall include:

- (a) A narrative of the previous year's activity;
- (b) Lessee's mission statement and goals;
- (c) Lessee's beginning and ending fund balance;
- (d) Lessee's budget, which shall include revenue, maintenance, operating, and capital costs;
- (e) A detailed record of the previous year's expenditures, specifically highlighting how the supportive funding under this Agreement was utilized;
- (f) Lessee's current record of board members and officers, including those who can authorize expenditures;
- (g) Either an audit or tax documents for the previous year;
- (h) A copy of Lessee's Bylaws; and
- (i) Lessee's price schedule for the Depot, including but not limited to, admission fees, class and program fees, and rental fees.

Lessee acknowledges that Lessor is subject to the Oklahoma Open Records Act, 51 O.S. 24A.1 et seq, as amended from time to time. Lessee agrees to comply and abide by the Oklahoma Open Records Act and shall submit copies of its agendas for and minutes from its meetings to Lessor within a reasonable time following posting or completion of such documents.

All detailed records associated with the operation and management of the Depot shall be made available for review within ten (10) days by Lessee upon request from Lessor. Lessee agrees to maintain all financial records associated with the operation and management of the Depot for a period of seven (7) years. These financial records shall be maintained in such detail as to account for gross receipts and expenditures for all significant operational activity.

TERMINATION

For Cause: This Agreement may be terminated by either party, upon written notice, in the event of substantial failure by the other party to perform in accordance with its material duties or obligations under this Agreement. The defaulting party shall have sixty (60) days after written

K-2627-32

notice is given, specifying the event of default under the Agreement, to cure the default. If the default is not cured to the complete satisfaction of the non-defaulting party, such party may terminate the Agreement.

For Convenience: Lessor may terminate this Agreement for any reason upon 150 days' written notice to Lessee. If the Lessor is cancelling this Agreement prior to the proposed effective date of cancellation, the Lessee shall be afforded a hearing before the Board of Park Commissioners, if requested in writing. The results of such hearing shall not be binding on the Lessor as constituting a limitation upon its power to cancel this Agreement. Notwithstanding the above, the parties understand that Lessor is subject to annual appropriations by the Norman City Council, and, as such, the Lessor may terminate this Agreement at any time should there be insufficient appropriations for any contract term.

Notice of non-renewal: Either party may terminate the continuation of this Agreement by providing written notice of its intention not to renew the Agreement at least ninety (90) days prior to the expiration (June 30) of the then current agreement year.

Upon the expiration or termination of this Lease Agreement, Lessee shall return the Property to Lessor in substantially the same condition as existed at the commencement of the lease term, reasonable wear and tear excepted. Lessee shall remove all of its personal equipment, property and other effects therefrom within forty-five business days (45) days from the expiration or termination of this Agreement, during which Lessor will provide Lessee with reasonable access to the Property for such purpose. In the event Lessee does not remove all of its personal effects within such timeline, Lessor may take possession of such items and utilize or dispose of them in Lessor's sole discretion without any liability to Lessee.

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:

Lessor: Director of Parks and Recreation
225 N. Webster Ave.
Norman, OK 73070

Lessee: The Performing Arts Studio, Inc., President
200 S. Jones Ave.
Norman, OK 73069

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the parties hereto.

MISCELLANEOUS

K-2627-32

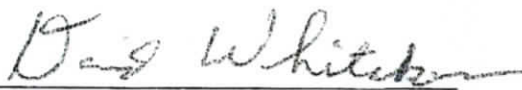
- (a) *Counterparts*: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute the same instrument.
- (b) *Severability*: If any provision of this Agreement is determined to be unenforceable, invalid, or illegal, then the enforceability, validity, and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
- (c) *Entire Agreement; Amendments*: This Agreement constitutes the entire agreement among the parties hereto and may not be amended or modified, except in writing, signed by each of the parties hereto.
- (d) *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.
- (e) *Force Majeure*: Neither party shall be responsible nor liable for any delays or failures in performance from any cause beyond its reasonable control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of a third party, riots, fires, earthquakes, floods, power blackouts, strikes, or weather events.
- (f) *Binding Effect*: All the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.
- (g) *Compliance with Laws*: Lessee shall be responsible for complying with all applicable federal, state, and local laws, rules, and regulations.
- (h) *Assignment and Sublease*: This Agreement shall not be assigned nor sublet by Lessee without the prior written consent of Lessor.
- (i) *Authority*: Each party hereto has the legal right, power and authority to enter into this Agreement. Each party's execution, delivery and performance of this Agreement has been duly authorized, and no other action is requisite to the valid and binding execution, delivery and performance of this Agreement, except as expressly set forth herein.
- (j) *Nondiscrimination*: Lessee agrees that it will not discriminate on the basis of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex.

K-2627-32

- (k) *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.
- (l) The provisions of this Lease Agreement shall supersede all former leases and agreements between the parties hereto, except for the most recent Funding Disbursement Agreement (K-2526-22).

In Witness Whereof, the parties hereunto set their hands and seals the date first above written. The parties agree that they may conduct the transaction by electronic means and hereby state that an electronic signature is valid and shall have the same force and effect as an original signature.

LESSEE: THE PERFORMING ARTS STUDIO, INC.

BY: 
President

ATTEST:


Secretary

LESSOR: CITY OF NORMAN

APPROVED this _____ day of _____, 2026 by the Norman City Council.

BY: _____
Mayor

ATTEST:

City Clerk

Approved as to form and legality this 20 day of August, 2026.


City Attorney

File Attachments for Item:

17. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-36: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND BECK DESIGN, IN THE AMOUNT OF \$92,000 FOR THE SOONER THEATRE MASTER PLAN PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 8/25/2026

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-36: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND BECK DESIGN, IN THE AMOUNT OF \$92,000 FOR THE SOONER THEATRE MASTER PLAN PROJECT.

BACKGROUND:

The Sooner Theatre is located at 101 East Main Street and is a part of the City of Norman's Park System as a Cultural Center. This beloved live performance venue opened its doors in 1929. Eventually, it came into the city's possession in the 1980s, after a group of citizens bought the building from the architect (Harold Gimeno) to save it from demolition. Soon after, it was gifted to the city and treated as a preservation project. After a round of initial restoration work, the Sooner Theatre was reopened as a performance space and has operated since the mid-1990s.

The Sooner Theatre has received many upgrades over the years to keep it "modern" in technical production, maximize limited space, maintain HVAC, electrical, telecom/internet services, and preserve historical furnishings, fixtures, above-stage rigging, and fire protection throughout the building. The list of major future improvements to the existing theatre and the idea of adding a second space attached to the west side of the building will include modern accessibility standards, such as an elevator, the proper number of restrooms, and accessible routes throughout both buildings, which are anticipated to end up as a multi-million dollar project.

The current configuration of the sound and light operation boards also needs to be relocated, which will improve production value and enable the balcony to be sold for more shows once those staff stations are moved off the balcony. Improvements to the lighting, stage, and wing space are also needed. The space works as-is, but is very limited in how many shows it can accommodate and how large each show can be in any season.

After decades of use to produce high-level live performances that draw thousands of people each month downtown for hours of entertainment, dining, and shopping as part of the overall experience of producing, rehearsing, and then presenting a live performance, the staff has

determined that it is time to plan for the next 100 years at Sooner Theatre, starting with this Master Planning design phase.

DISCUSSION:

In May 2026, the Request for Qualifications (RFQ-2526-51) for Professional Design Services for the Sooner Theatre Improvements Master Plan was advertised in the Norman Transcript and on the City of Norman website. The RFQ was picked up by several Architecture firms throughout the state and region. Complete proposals were received from fifteen design teams.

The Review committee shortlisted five firms for interviews and subsequently recommended engaging the services of the team led by Beck Design of Oklahoma City for this project. The Beck team is comprised of Beck Design (Architects), along with Fisher Dachs (Theatre Consultants), Kirkegaard (Acoustical Engineers), Alvine Engineering (Mechanical & Electrical Engineering), Kimley-Horn (Civil Engineering), and Walter P. Moore (Structural Engineers), with Beck Design also handling the cost estimating for the project in-house, as they do for all of their theater projects.

The process we intend to use to develop the master plan will include utilizing a project steering committee, a public input process, and review by the Norman Board of Park Commissioners, Parks and Recreation Staff, and City Council. A vital part of the plan will be to obtain a current opinion of probable costs, funding sources, and a phasing plan to help craft the scope of any construction project(s) resulting from this study. After negotiating the project scope with Beck, we have settled on a broad-reaching conceptual planning process for the venue that will include a major building addition that keeps the current historic interior of the theatre in-tact with many modern tech upgrades, while also creating accessible restrooms, dressing rooms, stage access and access to new spaces such as a smaller "Black Box" theatre, scene shop with materials storage space and some additional office space and an elevator for access to the second floor of the original building and any new additional space.

The contract with Beck includes a schedule of input meetings, design work, and deliverables, which will give the city a clear vision for renovating the facility into this immensely popular cultural entertainment space.

A more detailed breakdown of each task, along with proposed dates for all meetings, workshops, public presentations, and document deliveries, is included in the attached contract documents (Attachment A to Contract K-2627-36). We have also included a proposed project schedule (Attachment B) and a Fee Schedule for the various disciplines involved in this conceptual phase (Attachment C). Additional Design work can be done in future phases once a construction budget and funding source are finalized.

Staff recommends awarding Contract Number K-2627-36 to Beck Design, in the total amount of \$92,000.00 for the Sooner Theatre Master Plan Project. The proposed funding will come from the proposed appropriation of the Room Tax Account Fund Balance.

RECOMMENDATION NO.1: It is recommended that the City Council appropriate funds in the amount of \$92,000 from the Parks and Recreation reserve in the Room Tax Fund Balance (23-29000) into the Sooner Theatre Master Plan Project (2379442; Project RT0092)

RECOMMENDATION NO. 2: It is recommended that the City Council approve Contract Number K-2627-36 to Beck Design, in the total amount of \$92,000.00 for the Sooner Theatre Master Plan Project. Funding is available from the Sooner Theatre Master Plan project account established for this project (account 2379442-46201; project RT0092--\$92,000).

AGREEMENT FOR PROFESSIONAL ARCHITECTURE SERVICES

This Agreement is entered into between the City of Norman ("Owner"), an Oklahoma municipal corporation, and Beck Associates Architects, PLLC d/b/a Beck Design ("Architect"), an Oklahoma professional limited liability company.

WITNESSETH:

WHEREAS, Owner intends to create a Master Plan for the Sooner Theatre, located at 101 East Main Street, Norman, Oklahoma, as specified in the RFQ No. 2526-51 issued by the City of Norman, and

WHEREAS, Owner requires design services, including a public input process, preliminary report and design documents, revised final conceptual design drawings, report narrative, phasing proposal, and opinion of probable costs in connection with the Sooner Theatre Master Plan Project (the "Services"), and

WHEREAS, Architect is prepared to provide the Services.

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

ARTICLE 1 - TERM

The Effective Date of this Agreement shall be August 25, 2026, and shall last until successful completion of the Services, as determined by Owner, unless otherwise earlier terminated pursuant to the provisions set forth herein.

ARTICLE 2 - SERVICES TO BE PERFORMED BY ARCHITECT

Architect shall perform the Services, as described in: 1) "Exhibit A—Master Planning Design Services," attached hereto and incorporated herein; and 2) the City's RFQ No. 2526-51 on file in the office of the City Clerk of the City of Norman and made part of this Agreement as if fully written in detail herein or attached thereto. Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the Architect's negligence or other failure to perform, any Additional Services provided in accordance with this Section 2 shall entitle the Architect to an equitable adjustment in the compensation provided in Article 5. Architect shall not perform Additional Services without prior authorization from the Owner. Additional Services shall not be authorized except by a written amendment to this Agreement.

ARTICLE 3 - SCHEDULE

Architect shall exercise its reasonable efforts to perform the Services according to the "Anticipated Schedule" section described in Exhibit A—Master Planning Design Services, and as may be modified by mutual agreement of the parties.

ARTICLE 4 - 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. The parties agree to submit to the subject matter and personal jurisdiction of said court. The parties shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, indemnity or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law.

ARTICLE 5 - COMPENSATION

Owner shall pay Architect in accordance with the fee schedule attached hereto and incorporated herein as "Exhibit B—Fee Schedule." Invoices shall be due and payable within thirty (30) days of receipt. Owner shall give prompt written notice to Architect of any disputed amount and shall pay the undisputed amount, such disputed amounts to be paid once resolved between the parties. Architect reserves the right to payment of any disputed amount and its acceptance of the undisputed amount shall not be deemed to waive any right to full payment.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

Owner shall provide the Architect any maps, plans or records available from the Owner's files or as described in Exhibit A—Master Planning Design Services. The Architect shall be entitled to rely on the accuracy and completeness of the information and services furnished by the Owner. Owner will provide timely review of plans, reports and other documents submitted by Architect.

ARTICLE 7 - STANDARD OF CARE

Architect shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional Architect, currently practicing, under similar circumstances at the same time and location the Services are provided ("Standard of Care"). The Architect shall correct the Services which fail to satisfy this Standard of Care. No warranty, express or implied is included in this Agreement or in any drawing, specifications, report or opinion produced pursuant to this Agreement.

ARTICLE 8 - LIABILITY AND INDEMNIFICATION

8.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and the Architect's fee for the Services, and in consideration of the promises contained in this Agreement, Owner and Architect agree to allocate and limit such liabilities in accordance with this Article.

8.2 Indemnification.

- a. Owner agrees to be responsible for its own negligent acts and omissions and those of its employees and agents as provided by the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151, et seq., as amended.
- b. Architect agrees to indemnify, defend and hold harmless Owner, and its officers, employees, and agents from and against any and all liability for costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, which may arise out of Architect's performance of the Agreement, except to the extent such are caused by the negligence of the City.
- c. The acceptance by Owner or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the Architect shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive either party of any action, right, or remedy otherwise available at common law.

8.3 Employee Claims. Each party shall indemnify the other against legal liability for damages arising out of claims by its employees.

8.4 Consequential Damages. To the fullest extent permitted by applicable law, neither party shall be liable to the other for any special, indirect or consequential damages resulting in any way from the performance of the Services.

8.5 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article 8 shall survive.

8.6 Unanticipated Hazardous Materials. In the event hazardous material or waste is encountered by Architect during the course of performing its Services, and conditioned upon the fact that Owner did not previously advise Architect of the existence thereof, then and in that event:

- a. Owner and Architect agree that the scope of services, schedule and any cost estimates shall be adjusted and compensation to Architect shall increase as is reasonably necessary. If the discovery of hazardous substances requires Architect to take immediate measures to protect health and safety, Architect agrees to notify Owner within a reasonable time following such discovery, that Architect's Services have been suspended and will not resume until the hazardous condition has been removed. In addition to any required adjustments in the scope of services and cost estimate, Owner agrees to reimburse Architect for the reasonable costs of implementing measures to protect health and safety.
- b. Owner shall indemnify, defend and hold Architect, its officers, directors, agents, servants and employees, harmless from any claim, demand or action brought by any third party which is based upon injury or damage caused by said hazardous material or waste.
- c. Notwithstanding anything in this Agreement to the contrary, Architect shall have no responsibility for the discovery, presence, handling, identification, remediation, disposal, or removal of hazardous materials or toxic substances on or around the Project.

ARTICLE 9 - INSURANCE

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

- 9.1 General Liability insurance with a combined single limit of not less than \$1,000,000 for each occurrence and \$2,000,000 annual aggregate.
- 9.2 Automobile Liability insurance not required for this Agreement. No auto use included for work herein.
- 9.3 Workers Compensation insurance in accordance with statutory requirements and Employers' Liability Insurance with a limit of \$500,000 for each occurrence.
- 9.4 Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

Architect shall furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled by the Insurer without at least thirty (30) days written notice (ten (10) days' notice in the case of unpaid premium) to Owner. All Project contractors shall be required to include Owner and Architect as additional insureds on their General Liability Insurance policies.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

Architect shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with the Project, (if any); (2) the failure of any contractor, subcontractor, vendor or other Project participant, not under contract with or otherwise under the authority of Architect, to fulfill contractual responsibilities to the Owner or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates and licenses required for any construction (if any—none anticipated) unless such responsibilities are expressly assigned to Architect in Exhibit A—Master Planning Design Services.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since Architect has no control over the cost of labor, materials or equipment furnished by others or over the resources provided by others to meet Project schedules, Architect's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional Architect. Architect does not guarantee that proposals, bids or actual Project costs will not vary from Architect's costs estimates.

ARTICLE 12 – OWNERSHIP AND REUSE OF DOCUMENTS

Upon Owner's request, Architect shall furnish Owner with specified drawings and/or data in electronic format. All documents, including but not limited to, drawings, specifications and computer software prepared by Architect pursuant to this Agreement are "Instruments of Service" in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project.

Except as otherwise provided herein, Instruments of Service prepared by Architect and furnished to Owner as part of the Services shall become the property of Owner; provided, however, that Architect shall have the unrestricted right to their use. Architect shall retain its copyright and ownership rights in its design, drawing details, specifications, models, methods, processes, data bases, computer software, and other proprietary property and information. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Architect.

Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article 12 shall survive

ARTICLE 13 - TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Architect. Architect shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Architect for all the Services performed to the date of the notice of termination, amount not to exceed the fee amount due for the portion of the Services rendered to such date, whether complete or incomplete, and reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Architect's compensation.

ARTICLE 14 - DELAY IN PERFORMANCE

Neither Owner nor Architect shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riot and other civil disturbances; strikes, work slowdowns and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state or federal agency for any of the supplies, materials, accesses or services required to be provided by either Owner or Architect under this Agreement.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 15 - COMMUNICATIONS

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

Architect:

Casey Tarp, AIA, NCARB, LEED®AP
Managing Partner
Beck Design
204 North Robinson Ave., Suite 2600
Oklahoma City, OK 73102
405-232-2007
Email: ctarp@beckdesign.com

Owner:

Jason Olsen
Director
City of Norman—Parks and Recreation
225 N Webseter Ave.
Norman, OK 73069
405-366-5471
Email: jason.olsen@normanok.gov

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

ARTICLE 16 – DISPUTES

In the event of a dispute between Owner and Architect arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute as allowed by applicable law and regulation. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 17 – NON-WAIVER

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

ARTICLE 18 - SEVERABILITY

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

ARTICLE 19 – ENTIRE AGREEMENT; AMENDMENTS

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

ARTICLE 20 - SUCCESSORS AND ASSIGNS

Owner and Architect each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 21 - AUTHORITY

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

ARTICLE 22 - ASSIGNMENT

This Agreement shall not be assigned by either party without prior written consent of the other party, said consent not to be unreasonably withheld. Nothing contained in this Article shall prevent Architect from engaging independent consultants, associates and subcontractors to assist in the performance of the Services. Any such assignment shall be void unless the assignee assumes all rights, duties, and obligations of the assigning party, including any payment obligations for amounts owed prior to and after the date of the assignment.

ARTICLE 23 - NONDISCRIMINATION

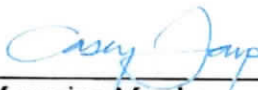
Architect agrees that it will not discriminate on the basis of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex.

ARTICLE 24 - NO THIRD PARTY RIGHTS

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

IN WITNESS WHEREOF, the parties hereunto set their hands and seal as of the Effective Date. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature.

ARCHITECT: BECK ASSOCIATES ARCHITECTS, PLLC

BY: 
Managing Member

ATTEST:


Secretary

OWNER: CITY OF NORMAN

APPROVED this _____ day of _____, 2026 by the Norman City Council.

BY: _____
Mayor

ATTEST:

City Clerk

Approved as to form and legality this 20 day of August, 2026.

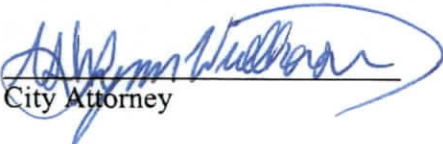

City Attorney

EXHIBIT A
Master Planning Design Services

Contract No. K-2627-36

July 20, 2026

Mr. Jason Olsen, Director
 City of Norman Parks and Recreation
 225 N. Webster Ave.
 Norman, OK 73069

Mr. James Briggs, LLA
 Park Development Manager
 City of Norman Parks and Recreation
 225 N. Webster Ave.
 Norman, OK 73069

RE: Sooner Theatre Master Plan
 Proposal for Master Planning Design Services (Revised 8.17.26)

Dear Jason and James

Beck Design is pleased to submit this proposal for Architectural Design Services for the **Sooner Theatre Improvements and Master Plan**.

PROJECT DESCRIPTION AND UNDERSTANDING

The City of Norman wishes to make several ADA improvements to the historic Sooner Theatre in downtown Norman. Accessibility improvements will benefit patrons, performers, and staff.

A building expansion to the west is anticipated. It would include a black box multipurpose performance space, new restrooms, accessibility upgrades, dressing rooms, a scene shop, and concession areas. Additional potential spaces include offices, rehearsal rooms, and workrooms.

Site improvements, interior renovations, and technology upgrades will also be included.

SCOPE OF SERVICES

The project goal is the creation of a **Master Plan** illustrating conceptual building addition floor plans, interior renovations to the existing Sooner Theatre and a conceptual cost estimate of all site and building improvements and additions as detailed below.

Conceptual Master Plan

The Design team will:

- We will review all available existing plans and drawings provided by the City of Norman related to the Sooner Theatre. These will form the basis of our Design Documents.
- We will review all available soil and survey data provided by the City of Norman related to recent projects in close proximity to this project.
- Attend programming meetings with the City and the project Steering Committee to develop the space program and understand the building requirements.
- Perform a preliminary code review and determine any regulatory requirements that could affect the design of the west addition.

NEW YORK
 287 Park Avenue South, Suite 213
 New York, New York 10010
 917.522.1703

OKLAHOMA CITY
 110 Robinson Ave, Suite 2600
 Oklahoma City, Oklahoma 73102
 405.232.7007

TULSA
 110 West 7th Street, Suite 710
 Tulsa, Oklahoma 74119
 918.583.5300



- Create a conceptual floor plan of all levels of the theatre and the addition.
- Retain the services of Civil, Structural, Mechanical, Electrical, Theatrical, and Acoustical engineers to provide design narratives and cost implications of the Work.
- Create a written project analysis and description that includes all design requirements, phasing, project goals, and technical attributes.
- Provide a conceptual cost estimate for all work documented in the project analysis.

PROJECT MEETINGS AND PRESENTATIONS

- Project kick-off meeting
 - Introductions and general discussion of project requirements and administration processes
- Meet with City Staff and Steering Committee
 - Programming meeting and conceptual design workshop
- Public Presentation of the conceptual plan
- Review of the overall Master Plan with the Steering Committee
- Present Master Plan to the Park Board
- Present Master Plan to the City Council

The Theatre consultant will attend an initial project meeting plus 2 additional meetings scheduled at the discretion of the City.

ASSUMPTIONS AND OWNER REQUIREMENTS

- Copies of any original drawings for the Sooner Theatre if available.
- The City will provide any available soil and survey data related to recent projects in the vicinity of this project.
- Test for hazardous materials as required. The Architect shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to, hazardous material or toxic substances in any form at the Project site.
- Documents for any prior renovations or improvements if available.
- Copies of City Contracts and engineering standards for review by the Project Team.

ANTICIPATED SCHEDULE

The schedule is based on timely reviews and begins with the Notice to Proceed. Any delay in the execution of the Contract has the potential to shift or delay the schedule.

- | | |
|---|------------|
| • Notice to Proceed (contract approval) | 8.24.2026 |
| • Project Kickoff | 8.31.2026 |
| • Meet with City Staff/Steering Committee | 9.8.2026 |
| • Public Presentation of conceptual plans | 10.5.2026 |
| • Master Plan review with Committee | 10.12.2026 |
| • Present Master Plan to Park Board | 11.5.2026 |
| • Present Plan to City Council | 11.10.2026 |

NEW YORK
287 Park Avenue South, Suite 213
New York, New York 10010
917.522.1703

OKLAHOMA CITY
204 N Robinson Ave, Suite 2600
Oklahoma City, Oklahoma 73102
405.232.7007

TULSA
110 West 7th Street, Suite 710
Tulsa, Oklahoma 74119
918.583.5300



DELIVERABLES AND WORK PRODUCT

The Design Team shall provide the following:

- Conceptual Floor Plans with up to 2 revisions.
- We will produce a draft list of spaces and associated net square footages for spaces that are clearly new, like the black box and scene shop.
- Conceptual Site Plans
- Longitudinal section of the theatre (audience chamber and stage) showing options for the front of house and balcony rail lighting positions
- Using an orchestra level seating plan, we will show a sound mix/lighting position as well as any recommended adjustments to the current wheelchair seating accommodation.
- Phasing diagrams
- (2) photo-realistic renderings (views chosen by the Steering Committee)
- Written Project report describing all design narratives and project assumptions
- Conceptual Cost Estimate. The cost estimate will be high-level with probable costs based on square footages and projects of similar scope and character.
- (4) printed sets of the Master Plan documents will be provided as well as digital copies.

COMPENSATION

The compensation for professional services shall be: **\$92,000.**

This includes the work of the Architect, the Theatre consultant, the MEP engineer, the Structural engineer, the Acoustician and the Civil engineer. The Design team will develop the drawings to a level that will allow the development of a conceptual cost estimate.

An additional 10% contingency is suggested for changes or additional work above that which is described above. Contingency shall be **\$9,200.**

Fee Schedule: See Attachment A

ADDITIONAL SERVICES

If Additional Services, exceeding those listed above, are necessary and a scope of work can be clearly defined, a fixed fee will be submitted for approval. In the event the scope of work is undefined, following Owner approval, the work will be billed on an hourly basis. If additional site visits are required of the Theatre consultant, they will be compensated as an additional service.

If additional soil and survey data is required to complete the Conceptual Phase of the project, Beck will solicit costs and provide the Owner for approval.

REIMBURSABLE EXPENSES

Reimbursable expenses incurred by Beck Design and our consultants will be billed at a multiple of 1.10 times the expense and will include the following:

- Transportation to the project site and pre-authorized out-of-town travel expenses in connection with the Project

NEW YORK
287 Park Avenue South, Suite 213
New York, New York 10010
917.522.1703

OKLAHOMA CITY
110 Robinson Ave, Suite 2600
Oklahoma City, Oklahoma 73102
405.232.7007

TULSA
110 West 7th Street, Suite 710
Tulsa, Oklahoma 74119
918.583.5300



- Expense of long-distance communications, reproductions, plots, courier and shipping fees, handling and delivery of Instruments of Service;
- Additional Renderings, models, mock-ups, and presentation materials prepared for and requested by the Owner;

Complete services will be billed monthly and are due and payable within 30 days of invoice date.

We look forward to working with the City of Norman and Sooner Theatre on this project. Thank you for the opportunity.

If you have any questions, please contact me.
Sincerely,

Casey Tarp AIA
Managing Partner, Beck Design

Accepted by: _____

Date: _____

Attachment A

NEW YORK
287 Park Avenue South, Suite 213
New York, New York 10010
917.522.1703

OKLAHOMA CITY
204 N Robinson Ave, Suite 2600
Oklahoma City, Oklahoma 73102
405.232.7007

TULSA
110 West 7th Street, Suite 710
Tulsa, Oklahoma 74119
918.583.5300

**EXHIBIT B
Fee Schedule**

TEAM MEMBER	FEE
Alvine Engineering (Mechanical and Electrical Engineering)	\$12,000
Kimley Horn (Civil Engineering)	\$8,000
Kirkegaard (Acoustical Engineer)	\$6,350
Fisher Dachs (Theatre consultant)	\$30,000
Walter P Moore (Structural Engineer)	\$7,000
Beck Design (Architectural Services)	\$28,650
Total Fee	\$92,000

NEW YORK
287 Park Avenue South, Suite 213
New York, New York 10010
917.522.1703

OKLAHOMA CITY
110 Robinson Ave, Suite 2600
Oklahoma City, Oklahoma 73102
405.232.7007

TULSA
110 West 7th Street, Suite 710
Tulsa, Oklahoma 74119
918.583.5300