

**AMENDMENT NO. 1 TO  
ELECTRIC FACILITIES RELOCATION AGREEMENT  
Between the City of Norman, OK and Oklahoma Gas and Electric Company**

**THIS AMENDMENT NO. 1 TO ELECTRIC FACILITIES RELOCATION AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_\_ day of **May, 2025** ("Effective Date") by and between Oklahoma Gas and Electric Company ("OG&E"), First Party, and the City of Norman ("CITY"), Second Party. The CITY and OG&E are herein sometimes individually referred to as "Party" and collectively as "Parties."

**WITNESSETH:**

**WHEREAS**, on **August 8, 2023**, the CITY and OG&E agreed to terms regarding OG&E's performance of services, the CITY's agreement to reimburse a portion of the costs relating to those services, as further set forth in that Agreement, Contract K-2324-44.

**WHEREAS**, OG&E proceeded to perform the services and sent a final invoice to the CITY for its reimbursement, which amount exceeded the estimated amount upon which the Agreement had originally been based.

**WHEREAS**, the Agreement set forth an initial estimate, and thus anticipated the Parties would need to "true up" the final reimbursement amount upon completion of the project.

**WHEREAS**, the CITY has reviewed the costs contained in the OG&E invoice and finds, based upon OG&E's representations, that the additional costs were reasonably incurred in relation to this project and that OG&E's request for reimbursement of these amounts is in compliance with the spirit of the original Agreement, and that OG&E should be reimbursed therefore, and as set out further herein.

**NOW, THEREFORE**, for and in consideration of the promises herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. An OG&E Invoice dated **April 4, 2025** is hereby attached as **Exhibit A** and incorporated by reference.
2. Paragraph 2 shall be supplemented to include the following:

Upon OG&E's completion of the services, the Parties hereby agree to a final reimbursement amount of **FIVE HUNDRED FIFTY-TWO THOUSAND ONE HUNDRED SIXTY-SEVEN AND 22/100 (\$552,167.22)**, due within thirty (30) days of the approval and effective date of Amendment No. 1 to K-2324-55. Payment of this amount shall fully satisfy and discharge any and all obligations of the CITY under this Agreement.

3. Contract K-2324-44 shall only be amended as required to give full force and effect to these amendments. All other terms of Contract K-2324-44 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement through their undersigned duly authorized representatives, effective as of the date(s) first set forth above.

**City of Norman ("CITY"):**

Approved as to legality and form this 5 day of May, 2025.

Elizabeth Luckabaugh  
City Attorney's Office

By: \_\_\_\_\_  
Mayor Larry Heikkila

ATTEST: \_\_\_\_\_  
Brenda Hall, City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Oklahoma Gas and Electric Company ("OG&E"):**

By: Brian Huckabay  
Brian Huckabay  
Director Power Delivery Services

Date: 4/15/2025

**CORPORATE ACKNOWLEDGEMENT**

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

This instrument was acknowledged before me on the 15<sup>th</sup> day of April, 2025 by **Brian Huckabay, Director Power Delivery Services for Oklahoma Gas and Electric Company**, an Oklahoma Corporation, on behalf of the corporation.

My Commission Expires: July 28, 2027  
(SEAL)

[Signature]  
Notary Public



**EXHIBIT A – 4/4/25 OG&E Invoice**



## INVOICE

Date: 04/04/2025

### PLEASE REMIT PAYMENT TO:

OG&E Electric Services  
P. O. Box 321  
Oklahoma City, Ok 73101-0321  
Attn: Haley Cochran M/C 505

RE: J3-6148(004)AG  
Jenkins Avenue Reconstruction, City of  
Norman, Cleveland County  
Work Order: 8436004

Mr. Tim Miles, P.E.  
225 N. Webster Avenue  
Norman, OK 73069

PLEASE RETURN ONE COPY  
OF THIS INVOICE WITH YOUR  
PAYMENT. THANK YOU.

**Description:** OG&E has existing facilities located at Jenkins Avenue from Constitution Street to Timberdell Road, Constitution Street from Jenkins Avenue to Monitor Avenue, and Lawrence Avenue from Constitution Street to approximately 400' south of Constitution Street. The City has requested OG&E to relocate the OG&E Facilities underground. Additional cost incurred due to design changes requested by City of Norman staff during pre-construction meeting held on or around June 7, 2024.

**TOTAL DUE OG&E ELECTRIC SERVICES**

**\$144,585.00**