



CITY OF NORMAN, OK CITY COUNCIL SPECIAL MEETING

Municipal Building, Executive Conference Room, 201 West Gray, Norman,
OK 73069

Tuesday, September 01, 2026 at 5:00 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.

CALL TO ORDER

AGENDA ITEMS

1. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FY2027 BUILT ENVIRONMENT GRANT FOR A TOTAL OF \$598,000.00 AND CONTRACT K-2627-55: A COOPERATIVE AGREEMENT BETWEEN THE OKLAHOMA TOBACCO SETTLEMENT ENDOWMENT TRUST (TSET) AND THE CITY OF NORMAN FOR THE REAVES PARK "KIDS SPACE" PLAYGROUND UPGRADES AND PHYSICAL ACTIVITY ENHANCEMENTS FOR AN AMOUNT NOT TO EXCEED \$299,000.00 FOR YEAR 1; AUTHORIZATION FOR THE DIRECTOR OF PARKS AND RECREATION TO EXECUTE GRANT ADMINISTRATION AND REPORTING DOCUMENTS REQUIRED UNDER THE AGREEMENT; AND BUDGET APPROPRIATION.
2. CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES, TITLE 25 SECTION 307(B)(4) TO DISCUSS A PENDING INVESTIGATION AND CLAIM REGARDING THE YOUNG FAMILY ATHLETIC CENTER.

ADJOURNMENT



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 9/1/2026

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FY2027 BUILT ENVIRONMENT GRANT FOR A TOTAL OF \$598,000.00 AND CONTRACT K-2627-55: A COOPERATIVE AGREEMENT BETWEEN THE OKLAHOMA TOBACCO SETTLEMENT ENDOWMENT TRUST (TSET) AND THE CITY OF NORMAN FOR THE REAVES PARK "KIDS SPACE" PLAYGROUND UPGRADES AND PHYSICAL ACTIVITY ENHANCEMENTS FOR AN AMOUNT NOT TO EXCEED \$299,000.00 FOR YEAR 1; AUTHORIZATION FOR THE DIRECTOR OF PARKS AND RECREATION TO EXECUTE GRANT ADMINISTRATION AND REPORTING DOCUMENTS REQUIRED UNDER THE AGREEMENT; AND BUDGET APPROPRIATION.

BACKGROUND:

The Kids Space playground at Reaves Park has been one of Norman's most cherished community-built amenities since its original construction nearly 30 years ago. The entire Norman community came together for this generational project at Reaves Park. Between City staff and community volunteers, the Kids Space playground was built through a large-scale community build effort, with residents volunteering time, labor, and support to construct a unique wooden play structure that quickly became a beloved fixture for families across Norman.

Over the decades, Kids Space has continued to serve thousands of children annually. However, after nearly three decades of heavy use and exposure to the elements, the wooden structure has significantly deteriorated, creating safety concerns, and replacement or rebuilding is necessary.

On May 28, 2026, the City was notified by the Tobacco Settlement Endowment Trust (TSET) that Norman had been awarded the Built Environment Grant totaling \$598,000 to fund the replacement of Kids Space at Reaves Park over two years. The Year 1 award amount is up to \$299,000, with the second-year award an additional \$299,000, helping to cover the majority of this important and highly visible community project.

DISCUSSION:

The TSET cooperative agreement outlines mutual responsibilities and the City's deliverables for a shovel-ready construction implementation at a single project site (Reaves Park), beginning immediately or within 75 days of the grant start. The agreement requires the City to:

- Maintain tobacco-free and wellness policies, place appropriate tobacco-free signage, and ensure TSET funding attribution in all communications/signage.
- Submit monthly progress reports and reimbursement claims; TSET will reimburse within 45 days of a properly completed invoice.
- Participate in TSET trainings and evaluations, and maintain an on-site presence throughout the grant.

Project Scope & Budget (Year 1):

- Playground materials purchased from Leathers & Associates; poured-in-place ADA surfacing, and fencing are included in Year 1 deliverables.
- Budget Allocations: TSET support for Year 1 is \$299,000.00; the City must match and/or provide other funding of at least 20% for the project. Park staff recommends setting aside \$400,000 from the Norman Forward Fund Balance (Account 51-29000) to cover the City's portion of the project. This appropriation will be sufficient for the City's portion of the project and will cover the remaining design work, sidewalks, lighting, and park furniture.
- Procurement & milestones: The project plan schedules Council acceptance (Sept 1–15, 2026), procurement actions (vendor awards for playground, concrete/lighting/fencing), delivery and demo, community build activities, and the opening of Phase I by June 2027.

Grant Conditions & Compliance:

- Monthly reimbursement only for costs incurred during the period; no advance payments.
- Branding & signage acknowledging TSET support are required; all media/publicity must have prior TSET approval.
- Match funds documented in Attachment B and matching narrative; City resources will cover contingencies and certain installation costs alongside TSET support.

RECOMMENDATION 1: It is recommended that the City Council appropriate funds in the amount of \$699,000 from the Norman Forward Fund Balance (Account 51-29000) into the Norman Forward Reaves Park Project (Account 51792205-46101 Construction, Project NFB006).

RECOMMENDATION 2: It is recommended that the City Council accept and approve Contract Number K-2627-55 from the Oklahoma Tobacco Settlement Endowment for the Year 1 allocation of not to exceed \$299,000.00 for the Kids Space Playground Project at Reaves Park.

RECOMMENDATION 3: Authorize the Director of Parks and Recreation to carry out required grant administration, procurements, monthly reporting, branding/signage, and compliance activities, including the Notice of Intent to Subcontract filings, as needed.



**FISCAL YEAR 2027
COOPERATIVE AGREEMENT**

Effective for the Period September 1, 2026 to August 31, 2027

Year 1 of a 2-year Agreement between

Oklahoma Tobacco Settlement Endowment Trust

and

City of Norman

Contract # 00004004

This cooperative agreement is between the Board of Directors of the Oklahoma Tobacco Settlement Endowment Trust, hereinafter referred to as "TSET", as authorized by Okla. Const. Art. 10, Section 40, and Title 62 O.S. § 2309, and City of Norman, hereinafter referred to as "Grantee".

Agreement Purpose

TSET funds will be used to update a deteriorating wooden playground at Reaves Park to address safety concerns and improve physical activity options for the community.

Scope of Work

The purpose of this agreement is for the Grantee to carry out work described in Attachment A, the work plan/project plan, in response to TSET's Built Environment Grant funding opportunity, 092-BEPA26, Attachment C.

Cooperative Agreement Period and Expense Cap

This agreement period is for 12 months starting on September 1, 2026, and ending on August 31, 2027 and may be renewed for up to 1 year based on performance by the Grantee and contingent on earnings available to be awarded through the Oklahoma Tobacco Settlement Endowment Trust. Funding for fiscal year 2027 shall not exceed \$299,000.00 and is detailed in Attachment B.

The Grantee expressly agrees to be solely responsible that the use of funds received under this Agreement complies with all federal, state, and local statutes, regulations and other legal authority that affect the use of said funds.

Duties of Grantee

The Grantee will participate in continuous project administration and implementation that support project outcomes, as detailed in RFA 092-BEPA26, Built Environment. In accordance with all stated RFA requirements, the Grantee will:

1. Maintain the organization's tobacco-free and wellness policy for the duration of the agreement with TSET
2. As appropriate, place tobacco-free signage to indicate that the grantee's property is tobacco-free
3. As appropriate, maintain community input on the project throughout the life of the grant.
4. Actively engage with local legislators and policymakers to educate them about the work funded by the grant and its impact on the community
5. Ensure that the grantee organization's leadership stays engaged, abreast, and in support of the project
6. Participate in all required TSET trainings, webinars, and technical assistance activities.
7. As appropriate, install permanent signage to identify TSET's role in funding the project
8. Ensure any promotional materials, media releases, plans and reports related to the project provides funding attribution to TSET. This should include the use of appropriate TSET logos. All publicity materials must be approved by TSET prior to distribution
9. Complete and submit monthly progress reports and maintain regular communication with assigned TSET Program Manager
10. Attend check-in meetings scheduled by TSET Program Manager
11. Complete an end of project report at project completion
12. If subcontractors are utilized, complete all required forms and submit to TSET for approval prior to entering into official contracts with contractors. Monitor all active subcontracts regularly and ensure subcontract deliverables have been fulfilled before invoicing work to TSET
13. Actively participate in external evaluation of the project. Evaluation activities may include reporting, data collection, training, technical assistance, presentations, and other activities as requested by TSET and/or contracted external evaluators
14. Support other TSET initiatives and programs as requested
15. Have a project manager, authorized official and financial officer in place at the start of the contract
16. Maintain a project manager, authorized official and financial officer of the project
17. By the thirtieth (30th) day of the month, submit to TSET a claim for reimbursement including any required supporting documentation based on charges paid for work performed during the previous month, in the format and via the submission method indicated by TSET. a. The exception to this 30-day window is for the final FY27 claim for reimbursement, which must be submitted no later than November 30, 2027.
18. Participate in annual performance evaluations
19. Participate in TSET financial reviews as requested by TSET
20. Provide updates to TSET leadership or the Board of Directors, periodically or as

requested

21. Request approval from TSET for any movement of funds between budget categories that exceed 10% of the total budget.
22. Follow all required purchase request and approval processes as directed by TSET
23. Work with TSET partners and service providers as requested by TSET
24. Maintain an official presence in the awarded service area for the duration of the agreement with TSET; and
25. Sustain the implementation of the project at the conclusion of TSET funding.

Duties of TSET

TSET shall:

1. Serve as the central point of contact for the Grantee and grant staff;
2. Provide or facilitate technical assistance, training, collaboration, and communication to the Grantee;
3. Facilitate sharing of information and experience among TSET contractors and with other stakeholders;
4. Facilitate project-related communication among grantees;
5. Provide an assigned program manager who will provide day-to-day technical assistance and consultation to the Grantee;
6. Provide an assigned grant manager to provide contract and financial management assistance;
7. Provide an assigned communications strategist who will provide technical assistance, training, and consultation regarding TSET health communication initiatives;
8. Conduct financial and Agreement monitoring activities;
9. Facilitate working relationships between the Grantee and other TSET grantees or contractors as necessary;
10. Participate in periodic meetings with the Grantee, grant staff, subcontractors, and other affiliates as needed;
11. Reimburse Grantee for charges incurred within 45 days of a properly completed invoice;
12. Facilitate annual project evaluation;
13. Within 10 business days, respond to Grantee requests for budget revisions or grant amendments; and
14. Retain responsibility for and authority over the entire Built Environment grant.

Grantee Deliverables

As requested by TSET, the Grantee will provide:

1. Monthly updates of the approved project plan;

2. Annual budget;
3. If utilizing subcontractors, submit the notice of intent to subcontract form, signed, and dated subcontract(s) and subcontractor deliverables;
4. Work with Communication Strategist on all grant communications;
5. Monthly project reports and other activity reports related to performance, unless a different schedule is set by TSET; and
6. End of project report at the end of the grant cycle.

This contract is dated as of September 1, 2026 even though the parties may have executed it after said date in order to agree upon contract terms.

No person who has been involved in any manner in the development, approval, or negotiation of this contract while employed by the state shall be employed or given anything of value to fulfill any of the services provided for under this contract.

Approved by authorized signatures as indicated below:

By:	Stephen T. Holman Mayor City of Norman
Date:	

By:	John Lance Thomas Interim Executive Director Tobacco Settlement Endowment Trust
Date:	/ /

TERMS AND CONDITIONS

Access to and Retention of Records Requirements

GRANTEE agrees to hold, manage, and maintain Program records, accounts and supporting documentation, for validation of costs billed to TSET, for three (3) years from the ending date of the Agreement. GRANTEE also agrees to allow the State Auditor's Office, TSET, or their authorized representatives, access to the records, books, documents, accounting procedures, practices, or any items of the service provider relevant to this Agreement for purpose of audit and examination. GRANTEE further agrees to provide appropriate access to the aforementioned parties regarding any subcontractor's associated records. In the event any audit, litigation or other action involving these pertinent records is started before the end of the three (3) year period, GRANTEE agrees to retain these records until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later.

Acknowledgment of TSET Support

GRANTEE shall prior to release make available to and closely coordinate with TSET on all publications related to the results of the work conducted under this Agreement. All presentations and publications resulting from work under this Agreement shall include an appropriate acknowledgement of the support of TSET.

Advance Payments Prohibited

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by TSET to GRANTEE or by GRANTEE to a subcontractor. TSET may routinely request supporting documentation to validate GRANTEE payments.

Agreement Extensions

TSET may exercise the option to extend this Agreement past its original end date if both TSET and GRANTEE deem an extension necessary and mutually beneficial. Any extensions to this Agreement shall be in writing, dated, and executed by both GRANTEE and TSET, and approved by the TSET Board of Directors. Extensions are contingent upon the availability of sufficient funds to TSET.

Amendments

Any modifications or amendments to this Agreement, including, but not limited to, budget changes and scope of work changes, shall be in writing, dated and executed by both GRANTEE and TSET.

Anti-Corruption

No person who has been involved in any manner in the development, approval, or negotiation of this contract while employed by the state shall be employed or given anything of value to fulfill any of the services provided for under this contract.

Applicable Law

This Agreement shall be governed in all respects by the laws of the State of Oklahoma. The terms "TSET", "the agency", "Trust", "Tobacco Settlement Endowment Trust" or any other reference to an agency of the State of Oklahoma means the State of Oklahoma acting by and through that agency. Any action, claim, dispute, or litigation relating in any way to the execution, interpretation, performance, or enforcement of this Agreement shall be filed in a court of competent jurisdiction in Oklahoma County, Oklahoma, to which jurisdiction and venue TSET and GRANTEE expressly agree.

Assignment and Delegation

This Agreement may not be assigned. If GRANTEE cannot perform a specific service as identified in this Agreement, GRANTEE will be responsible for subcontracting the services or making alternative arrangements for the provisions of the services. Prior to the execution of a subcontract, GRANTEE must provide in writing to TSET a "Notice of Intent to Subcontract". GRANTEE will be liable for any and all additional costs and expenses arising from such subcontract or substitution to cover performance. In no event will any subcontract by GRANTEE incur obligation on the part of TSET. To the extent allowed by law, GRANTEE shall be totally responsible for the management of all subcontracts/subcontractors proposed or engaged and shall to the extent allowed by law be liable for all performance requirements regardless of which entity is providing the contracted supplies, materials, equipment, or services.

GRANTEE shall give TSET immediate notice in writing by certified mail of any action or suit filed against GRANTEE and/or subcontractor and prompt notice of any claim made against GRANTEE by any subcontractor or GRANTEE that may reasonably be anticipated to result in litigation related in any way to the Agreement or the State of Oklahoma.

Availability of Funding

Notwithstanding any contrary provision in this Agreement, any obligation of TSET to make any payment(s) hereunder is subject to the availability and continuation of sufficient funds for that purpose. This Agreement may be canceled, and/or not renewed beyond the current fiscal year and/or the end of any subsequent fiscal year without obligation or penalty, should the TSET Board of Investors fail to certify sufficient earnings from

the Tobacco Settlement Endowment Trust, or if a reduction in or elimination of any source of funding for the payment(s) required under this Agreement occurs. TSET may terminate or reduce the amount funded under this Agreement by providing notice in writing to GRANTEE. TSET shall be the final authority as to the availability of funds. The effective date of such termination or reduction shall be specified in the notice. In the event of a reduction, GRANTEE may cancel this Agreement as of the effective date of the proposed reduction by providing by certified mail advanced written notice to TSET. In the event this Agreement is canceled under this section, GRANTEE agrees to take all reasonable steps to minimize termination costs. Upon presentation of proper invoice(s) for allowable claims(s), TSET agrees to reimburse GRANTEE for expenditures and non-cancelable commitments incurred in anticipation of performance for all work performed under this Agreement prior to the termination date contained in the notice of termination. This clause provides an exception to the amendment clause and the cancellation clause requiring thirty (30) days' notice.

Budget Revisions

Reimbursement of expenditures will be made in accordance with the approved budget. For each year of this Agreement, without prior TSET approval, GRANTEE may make budget revisions between categories not to exceed 10% of the total cash portion of the TSET-supported budget, provided the revisions do not result in any applicable budget category maximums being exceeded. All budget revision requests in excess of 10% of the total TSET funding must be approved in writing by TSET prior to incurring any costs. No budget revisions that would have the effect of changing the scope of work are reimbursable. TSET will determine, in its sole discretion, whether any budget revision changes the scope of work such that the revision is not reimbursable. Requests for budget revisions are accepted at any time during the grant year up to 60 days before the end of the grant period. After this deadline, grantees must obtain permission from TSET to submit a budget revision before a revision may be submitted. Late requests will be reviewed on a case-by-case basis by TSET. Grantees are limited to a maximum of three budget revisions per grant year. Grantees must request approval in writing to submit additional revisions and each request will be reviewed on a case-by-case basis. If multiple funding sources are involved, GRANTEE agrees to within ten (10) days of GRANTEE'S generation of budget revision(s) provide TSET with a copy of budget revisions supplied to other funders.

Certification of Non-Acceptance of Tobacco Funds

GRANTEE, by signing this Agreement, certifies that it will not accept funding from nor have an affiliation or contractual relationship with a company engaged in the manufacture of tobacco or tobacco products during the term of the Agreement with TSET.

Certification Regarding Debarment, Suspension, Proposed for Debarment, or Declared Ineligible for Award of Contracts by any Federal or State Agency

By signing this Agreement, GRANTEE attests and assures that neither GRANTEE, no employee of GRANTEE nor any of its principals performing hereunder:

1. Are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
2. Have within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Have, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State or local governmental entity; or
4. Are presently indicted for, or otherwise criminally indicted, or charged by a governmental entity with any of the offenses enumerated above in this section.

Compliance with the Oklahoma Smoking in Public Places and Indoor Workplaces Act

Title 63 of the Oklahoma Statutes, Sections 1-1521 through 1-1527

GRANTEE and its subcontractors must always during the Agreement term be in full compliance with the Oklahoma Smoking in Public Places and Indoor Workplaces Act.

Contact Persons

All programmatic, contractual, compliance, payment, and grants management questions should be directed to the assigned TSET-Contracted Grant Manager. Any changes to contact persons shall be communicated in writing to all parties to the Agreement within five business days of the change.

Data Access and Sharing

Any data derived as a result of this contract will be made readily accessible to TSET and/or the agency's partners upon request.

Disputes

Any dispute concerning performance of the Agreement shall be decided by TSET and a copy of the decision shall be provided in writing to GRANTEE. Each party will designate an initial point of contact for disputes and/or non-compliance. Staff who become aware of a possible dispute will first communicate with the designated point of contact, who will

route the matter in accordance with its organization's procedures. If a party does not designate an initial point of contact, that person shall be the AUTHORIZED OFFICIAL. Pending final determination of any dispute hereunder, GRANTEE shall proceed diligently with the performance of the Agreement and in accordance with TSET's direction.

Electronic Communication Minimum Standards

GRANTEE must assure that, at a minimum, all program staff have reliable internet access, a dedicated email address—an organizational email account is required—a recent version of Microsoft Office, and the latest version of Adobe Acrobat Standard or Professional. Also preferred is the capability of scanning information to reduce the burden of having to recreate vital records or documents. It is a requirement of the GRANTEE to communicate with TSET and the TSET-Contracted Grant Manager via the TSET Funding Portal when appropriate.

Entire Agreement

This Agreement, including referenced attachments and any modifications approved by TSET, represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. No changes in the project being funded are permitted without prior TSET written approval.

Equipment and Other Purchases

Any items of equipment (defined as items with a cost greater than \$500), property or other capital purchases made pursuant to the terms of this Agreement shall be made only with written approval from TSET, only for the benefit of the public, and shall be used by the public during the useful life of the equipment for the benefit of the public and in fulfillment of the intended purposes of the Agreement even after the Agreement term has expired. All inventory, maintenance, and repair of such items of equipment purchased by GRANTEE shall be the responsibility of GRANTEE, whether during or after the Agreement term. Should such equipment no longer be used for the benefit of the public and in fulfillment of the intended purposes of the Agreement, whether before or after the Agreement term, and if such equipment still has useful life, it shall expeditiously be disposed of through the same competitive bidding or public sale procedure as is used for the disposition of State surplus equipment.

Event of Default

In the event GRANTEE fails to timely meet the terms and conditions of this Agreement or fails to provide services in accordance with the provisions of the Agreement, TSET at its sole discretion may withhold payments claimed by GRANTEE or may by written notice of default to GRANTEE cancel this Agreement and recover all amounts paid to Grantee.

Cancellation due to default shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. If TSET materially breaches the Agreement, GRANTEE may by written notice to TSET detailing the nature of the material breach terminate the Agreement immediately as an exception to the standard cancellation clause of thirty (30) days' notice requirement.

Failure to Comply Statement

GRANTEE shall be subject to all applicable state and federal laws, rules and regulations, and all amendments thereto. GRANTEE agrees that should it be in noncompliance, TSET may suspend or cancel the Agreement in part or in whole. Compliance with GRANTEE'S Agreement requirements shall be the responsibility of GRANTEE, without reliance on or direction by TSET.

Force Majeure

GRANTEE shall not be liable for any damages resulting from any delay in delivery or failure to give notice of delay that directly or indirectly results from the elements, acts of God, delays in transportation, or delays in delivery by any cause beyond the reasonable control of GRANTEE.

Relation to TSET

GRANTEE is in all respects an independent GRANTEE and is neither an agent nor an employee of TSET. Neither GRANTEE nor any of its officers, employees, agents, members, or subcontractors shall have authority to bind TSET nor are they entitled to any of the benefits or worker's compensation provided by TSET to its employees. GRANTEE will ensure that the necessary personnel, facilities, supplies, equipment, and/or related resources and skills to accomplish the project are provided in accordance with the terms and conditions of this agreement. All the work and services required shall be performed by, or under supervision of, GRANTEE or Agent, and all personnel engaged therein must be fully qualified and authorized under state and local law to perform such work and services.

Indemnification

Grantee shall, within limitations placed on such entities by State law, indemnify and hold harmless the State of Oklahoma, its agents, officers, and employees from all claims and actions, and all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any negligent or intentionally wrong act or omissions by said party or any of its subcontractors, or by an such act or omission by any agents, officers or employees of said party of its subcontractors, or as a result of any claim or amount recovered for an infringement of

patent, trademark or copyright, or from any claim or amounts arising or recovered under workers' compensation law or any other law.

Inspection of Work Performed

The State of Oklahoma, State Auditor and Inspector, Tobacco Settlement Endowment Trust, or their authorized representatives shall, at all reasonable times, have the right to enter GRANTEE'S premises, or such other places where duties under the Agreement are being performed, to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work being performed. GRANTEE and all subcontractors must provide access at all reasonable times to all facilities and provide assistance, if deemed necessary by the requesting agency/personnel. All inspections and evaluations shall be performed in such manner as will not unduly delay work.

Insurance

The City of Norman is self-insured, pursuant to Oklahoma State Statute, for worker's compensation, liability purposes and for most property and casualty damage to municipal property. The limits of such self-insured coverage meet or exceed the limits required by the State of Oklahoma for municipalities pursuant to 51 O.S. §154(A). The City of Norman will continue to carry such coverages at all times during the Term of this Agreement.

Intellectual Property

GRANTEE represents that to the best of its knowledge the purchase, use or sale of goods or services covered by this Agreement do not and will not infringe on any patent, trademark, copyright, trade secret or other intellectual property right.

GRANTEE acknowledges that inventions, improvements, discoveries, copyrightable works, or other proprietary information may arise from initiated research, sponsored in whole or in part by governmental agencies. GRANTEE further represents that any such developments shall be governed by the provisions of applicable law and as applicable, subject to the reservation of the rights of the Government of the United States of America, as set forth in 37 CFR 401 and the Patent and Trademark Law Amendments Act of 1980 (Bayh-Dole Act).

When using the image or likeness of an individual in educational materials, GRANTEE will verify that the individual has consented to such use. Agencies shall obtain an additional consent form from the parent or legal guardian of individuals under 18 years of age.

GRANTEE agrees that in its contract(s) with third party Vendors by which contract(s) GRANTEE will use software or other intellectual property owned by others to perform services for TSET, that, when possible, GRANTEE will include and enforce in its contract(s) with said third-party Vendors certain terms, as follows:

1. The third-party Vendor will hold harmless and indemnify the State of Oklahoma, its officers, agents, successors, and assigns against and from any and all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses and liabilities, including reasonable attorney's fees, related to infringement of intellectual property rights (including invention rights pending applications, patents, trademarks, copyrights, trade names, trade dress, trade secrets, right of privacy, and right of publicity) caused by either GRANTEE or the third-party Vendor or by TSET, their agents, or their employees.
2. Should an infringement of intellectual property rights be asserted against the State, the State shall (a) promptly notify the Vendor in writing of the claim and (b) to the extent authorized by the Oklahoma Attorney General, allow the Vendor to control the defense and any related settlement negotiations. If the Oklahoma Attorney General does not authorize sole control of the defense and settlement negotiations to Vendor, Vendor shall be granted authorization to equally participate in any proceeding related to this section, but Vendor shall in all events remain responsible to indemnify the State for all associated costs, damages and fees incurred by or assessed to the State.
3. The provisions by which the third-party Vendor agrees to hold the State of Oklahoma harmless and to indemnify the State, shall be exceptions from whatever other limits of liability might be.

4. The Vendor represents and acknowledges the State of Oklahoma's reliance hereon of the information contained in the contract between GRANTEE and the third-party Vendor. Vendor has good and lawful title or license to all goods and services supplied by the Vendor to the State of Oklahoma, to the extent applicable, and that the Vendor conveys same free of encumbrance, including infringement of any known intellectual property rights, or if covered by intellectual property rights of GRANTEE and in consideration of the State of Oklahoma buying goods and services from the Vendor, the Vendor agrees not to sue the State of Oklahoma for infringement of said intellectual property rights of the Vendor.
5. None of the foregoing provisions shall serve to release GRANTEE from any of its indemnification obligations, including but not limited to claims of intellectual property infringement or data breach.

Intellectual Property: Warranty; Non-infringement; Indemnification

GRANTEE represents and warrants that it is the sole and exclusive owner of, or possesses all necessary rights, licenses, and permissions to intellectual property that may be incorporated into the services/deliverables delivered to the State of Oklahoma. GRANTEE warrants that the services and deliverables do not infringe on the intellectual property rights of any third party. Contractor grants to the State of Oklahoma a perpetual, non-exclusive, worldwide, irrevocable license to use, modify, and distribute the intellectual property as incorporated into the services and deliverables. If the services or deliverables are likely to become the subject of an infringement claim, GRANTEE shall, at its expense: (a) procure for the State of Oklahoma the right to continue use; (b) replace or modify the services and deliverables to make them non-infringing, provided the modification does not substantially reduce the effectiveness of the services/deliverable; or if neither is commercially feasible, (c) terminate this agreement and refund any prepaid amounts. GRANTEE agrees to indemnify the State of Oklahoma from any claims arising from breaches of this warranty, including costs and attorney's fees.

Invoicing and Supporting Documentation

GRANTEE, as appropriate, shall use funds made available pursuant to this Agreement only for expenses incurred during the funding period for the purposes and activities approved and agreed to by TSET. No Agreement funds may be used for expenses incurred either before or after the Agreement funding period. Payment under the procedure outlined below will be made by TSET only in the form of reimbursement for costs incurred during the funding period and paid by GRANTEE.

A properly completed claim for reimbursement must be submitted monthly and within 30 days of the end of the month in which services were delivered—except for the final invoice, which must be received within 90 days of the end of the grant year—be in

accordance with the terms and conditions of this Agreement, and include the following items:

- Name and address of the Grantee
- Invoice date
- Period covered by invoice
- Any other data, reports, information, or documentation required by other conditions of this Agreement
- Detail of the services provided and be in accordance with the terms and conditions of this Agreement
- Signatures of preparer and approver of claim

The claim for reimbursement shall be submitted electronically via the TSET Funding Portal, or by another method as required by TSET Grants Management.

The State of Oklahoma has 45 days from presentation of a proper claim for reimbursement to issue payment to the Grantee.

TSET may request supporting documentation for any claim for reimbursement and may withhold or delay payment to any Grantee who fails to provide required programmatic documentation and/or requested financial documentation.

If, subsequent to reimbursement, GRANTEE is unable to support any part of their claim to TSET and TSET determines that such inability is attributed to misrepresentation of fact or fraud on the part of GRANTEE, GRANTEE shall be liable to TSET for an amount equal to such unsupported part of the claim in addition to all of TSET's costs, including attorney fees, attributable to the reviewing and discovery of said part of claim, all of which shall be paid by GRANTEE to TSET within thirty (30) days of written demand by TSET. Liability under this section shall be determined by TSET within five (5) years of GRANTEE'S commission of such misrepresentation of fact or fraud.

Non-Collusion

The Non-Collusion Affidavit must be signed and completed by GRANTEE.

Other Certifications

GRANTEE, by signing this Agreement, attests and assures compliance, to the extent applicable to GRANTEE, with the provisions of Titles VI and VII of the 1964 Civil Rights Act and Section 504 of the Rehabilitation Act of 1973, the Age discrimination Act of 1975, the Hatch Act, the Pro Children Act of 1994, Drug free Workplace Act of 1988, the American with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, 31 U.S.C. Section 1352, Public Law 105-78, the Vietnam Era Assistance Act of 1974, 38 U.S.C. Section 4212, and the Single Audit Act of 1984.

As applicable to GRANTEE, the provisions of Executive Order 11246, as amended by EO 11375 and EO 11141 and as supplemented in Department of Labor regulations (41 CFR Part 60 et. seq.) are incorporated into this Agreement and if applicable to GRANTEE must

be included in any subcontracts awarded involving this Agreement. GRANTEE represents: that all services are provided without discrimination on the basis of race, color, religion, national origin, disability, political beliefs, sex, or veteran's status; it does not maintain nor provide for their employees any segregated facilities, nor will GRANTEE permit its employees to perform their services at any location where segregated facilities are maintained.

Political Activity

No portion of the Agreement funds may be used for any political activity or to further the election or defeat of any candidate for public office. No portion of the Agreement funds may be used for lobbying activities.

Privacy Clause

All information obtained by GRANTEE during the performance of this Agreement shall be treated by GRANTEE as confidential to the extent that it is confidential under State or Federal law, and GRANTEE shall not use, share, or distribute any confidential information without the prior written approval of TSET except as necessary for the proper discharge of GRANTEE'S obligations and the securing of GRANTEE'S rights hereunder.

Procurement Integrity

GRANTEE certifies it has not entered into this Agreement with this or any other state agency that would result in a substantial duplication of the services or duplication of the end product rendered by GRANTEE or its employees.

Prohibited Conflicts of Interest

GRANTEE and any entity or person directly or indirectly controlled by, under common control with, or controlling GRANTEE will not acquire any interest, direct or indirect, which would conflict in any manner or disagree with the performance of its services hereunder. GRANTEE further covenants that in the performance of the Agreement no person having any such known interest shall be employed. No official or employee of the State and no other public official of the State of Oklahoma or the federal government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall prior to the completion of the project, voluntarily acquire any personal interest direct or indirect, in this Agreement or proposed Agreement.

Public Disclosure

Upon signing of the Agreement by all parties, the terms of the Agreement shall become available to the public, pursuant to the Tobacco Settlement Endowment Trust Act.

Receipt of Funds

GRANTEE will receive funds by electronic funds transfer (EFT).

Risk Assessment Analysis

During the term of the Agreement, if TSET becomes aware of facts indicative to TSET of possible GRANTEE financial instability and/or misuse of TSET funds, GRANTEE shall upon request by TSET promptly complete and submit to TSET the TSET Agency Risk Assessment form. If TSET determines that funds have been misused, or if GRANTEE'S financial condition is such that it constitutes a violation of the terms or purposes of the Agreement, TSET may in its discretion terminate the Agreement.

Severability

If any provision of the Agreement (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both TSET and GRANTEE shall be relieved of all obligations arising under such provision; if the remainder of the Agreement is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

Statement of Responsibility and Liability

The parties intend that each party shall be responsible for that party's own intentional and negligent acts or omissions to act. TSET shall be responsible for the negligent acts and omissions to act of its officers, and employees while acting within the scope of their employment according to the Oklahoma Governmental Tort Claims Act, Title 51, O.S. §§151, et seq.

GRANTEE shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents acting within the scope of their authority or employment. If GRANTEE is a political subdivision as defined in Title 51, O.S. §§151, et seq, GRANTEE'S liability is according to the terms of the Oklahoma Governmental Tort Claims Act, Title 51, O.S. §§151, et seq.

It is the express intention of the parties hereto that this Agreement shall not be construed as, or given the effect of, creating a joint venture, partnership or affiliation or association that would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint and several liability.

Termination

Either party may terminate the Agreement upon thirty (30) days' written notice to the other party. Either party may terminate this Agreement immediately upon written notice in the event of a material breach of this agreement. Material Breach means a failure by a Party to perform any obligation under this Agreement that substantially impairs the purpose of

the Agreement, results in the misuse or improper expenditure of funds, materially affects performance or compliance with applicable law, or otherwise deprives the non-breaching Party of the benefit of its bargain. Except for breaches that are not subject to cure, GRANTEE shall have thirty (30) calendar days from receipt of such notice to cure the breach to TSET's satisfaction, or such longer period as may be approved in writing by TSET, provided GRANTEE is diligently pursuing corrective action. Failure to timely cure the breach may result in remedies including, but not limited to, suspension of payments, disallowance of costs, or termination of this Agreement. In the event of termination, payments will be made for all work performed up to date of termination and will include any non-cancelable obligations incurred by GRANTEE in connection with this Agreement.

Time and Effort

GRANTEE shall maintain time and effort reports on all personnel reimbursed under this Agreement. Subcontractors claiming reimbursement for time worked must also maintain time and effort reports. Time and effort reports must reflect after-the-fact distribution of the actual activity of each employee or subcontractor. For employees, time and effort reports must account for the total activity for which each employee is compensated and include all hours worked by the employee (s) with the hours delineated by each program area. Both the employee and their supervisor attesting to the performance of the services and the accuracy of the report must sign the reports.

Travel and Related Expenses

If travel costs and related expenses are a part of the Agreement, they shall not exceed those authorized by the State Travel Reimbursement Act, Title 74 O.S. §500.1, et seq. All out-of-state travel for which reimbursement is requested must be pre-approved in writing by TSET prior to travel. In addition, pursuant to Executive Order 2020-02, non-essential, state-funded travel to the State of California is prohibited, and no international travel is permitted.

Waiver of Breach

No failure by TSET to enforce any provisions hereof after any event of default by GRANTEE shall be deemed a waiver of TSET's rights with regard to that event, or any subsequent event. TSET's failure to enforce an Agreement provision shall not be construed to be a modification of the terms of the Agreement.

Workers' Compensation Insurance Coverage

Proof of Workers' Compensation Insurance is required by TSET for all entities that receive TSET funding and enter into a contract with TSET. The certificate of insurance showing compliance with the Oklahoma Administrative Workers' Compensation Act must be

provided to TSET prior to receipt of the funds and commencement of work. If GRANTEE claims that it is exempt from the Oklahoma Administrative Workers' Compensation Act, prior to receipt of funds and commencement of work, GRANTEE must submit to TSET a statement sworn under penalty of perjury, dated, and signed by GRANTEE, establishing the factual basis for an exemption under any of the exemptions provided for in the Workers' Compensation Act under Title 85A O.S. Section 2(18) (b) (1-11).

Attachment A

Year 1 - September 1, 2026 - August 31, 2027							
Project Milestones	Task Assigned to	Begin by	End by	Actual Start Date	Actual End Date	Task Status	Notes
City Council accepts Grant	Jason Olsen & City Council	9/1/2026	9/15/2026			Not Started	Will place the item on first available Council meeting in September
Submit Paperwork for Notice of Intent to Subcontract (NIS) to TSET	James Briggs/PM	9/15/2026	10/1/2026			Not Started	Paperwork will be submitted for subcontractors as needed for this phase-
Award Contract to Playground Vendor for Phase I	Jason Olsen & City Council	10/1/2026	10/15/2026			Not Started	includes playground equipment, lighting, concrete, fencing, landscaping, etc.
Award Bids for Concrete/Solar Lighting/Fencing	Jason Olsen & City Council	10/15/2026	11/1/2026			Not Started	
Purchase Playground Equipment for Phase I	James Briggs/PM	10/15/2026	11/1/2026			Not Started	
Playground Equipment Delivered	Wade Thompson	11/15/2026	12/30/2026			Not Started	
Design & Order Signage for Kids Space besides TSET Branded Signage	James Briggs/PM	9/1/2026	11/1/2026			Not Started	
Call for resident volunteers to help and construct the community build portion of project and allow them to pick up pickets and tiles from first build.	NPR - Communications Team	1/15/2027	2/15/2027			Not Started	Parks will work with the community through press releases and social media to recruit Norman Residents for the community build of Kids Space. Keeping in the same tradition of the original build in 1999.
Preconstruction Meeting	James Briggs/PM	10/15/2026	11/15/2026			Not Started	Preconstruction meeting will be set sometime in this time period.
Demo Old Kids Space Playground	Wade Thompson	11/1/2026	12/30/2026			Not Started	
Support Structures/Piers for Playground Installed	Wade Thompson	1/15/2027	2/30/2027			Not Started	Park Maintenance will place main supports for the playground before we start the community build portion.
Community Build Portion of Playground takes place.	Norman Public	3/1/2027	4/1/2027			Not Started	Possible build week for Spring Break.
Install all signage including Tabacco Free & TSET Acknowledgements	James Briggs/PM	4/1/2027	5/1/2027			Not Started	
ADA Poured Playground Surface	James Briggs/PM	4/1/2027	6/1/2027			Not Started	
Installed by Contractors.	NPR - Communications Team	4/1/2027	5/1/2027			Not Started	Will share the data with the Parks Director, Norman Parks Board and TSET.
Community Engagement - Analyze Survey Results from Community Build	Jason Olsen & City Council	6/1/2027	6/15/2027			Not Started	
Phase I Opens to Public							

Year 2 - September 1, 2027 - August 31, 2028						
Project Milestones	Task Assigned to	Begin by	End by	Actual Start Date	Actual End Date	Task Status Notes
Send out RFP for Public Art Piece at Kids Space	Norman Art Council	3/1/2027	4/30/2027			Not Started This is sent out early to give the Artist enough time to design a project and get on their schedule for installation.
Award Public Art Piece	Norman Art Council/City of Norman	6/1/2027	6/31/2027			Not Started Awarding an artist a contract is to get placed into their schedule and payment would not happen until the Year 2 schedule. This is not covered by TSET funding.
City Council accepts TSET Grant	Jason Olsen & City Council	9/1/2027	9/15/2027			Not Started Will place the item on first available Council meeting in September
Submit Paperwork for Notice of Intent to Subcontract (NIS) to TSET	James Briggs/PM	9/15/2027	10/1/2027			Not Started Paperwork will be submitted for subcontractors as needed for this phase- includes playground equipment, lighting, concrete, fencing, landscaping, etc.
Award Contract to Playground Vendor for Phase II (Tot Playground)	Jason Olsen & City Council	10/1/2027	10/15/2027			Not Started
Award Bids for Concrete/Solar Lighting/Fencing	Jason Olsen & City Council	10/15/2027	11/15/2027			Not Started
Purchase Playground Equipment for Phase II (Tot Playground)	James Briggs/PM	10/15/2027	11/1/2027			Not Started
Preconstruction Meeting	James Briggs/PM	11/1/2027	11/15/2027			Not Started Preconstruction meeting will be set sometime in this time period.
Playground Equipment Delivered & Installed by Contractors	James Briggs/PM	11/15/2027	2/15/2028			Not Started This is a much smaller portion of the playground. We will use playground installer contractors instead of the community build option.
Installation of Public Art	Artist	2/1/2028	3/15/2028			Not Started
Dedication Promotions	NPR - Communications Team	4/1/2028	4/30/2028			Not Started
ADA Poured Playground Surface/Concrete/Fencing/Lights Installed by Contractors.	James Briggs/PM	3/1/2028	5/15/2028			Not Started
Kids Space & Public Art Dedications	City of Norman	4/15/2028	5/15/2028			Not Started
Community Engagement - Conduct community feedback on newly installed playground equipment	NPR - Communications Team	5/15/2028	6/15/2028			Not Started Will share the data with the Parks Director, Norman Parks Board and TSET.



Oklahoma Tobacco Settlement Endowment Trust
YEAR 1 SUMMARY BUDGET

Organization:		City of Norman Parks and Recreation		
Budget Period:		09/01/2026-08/31/2027		
Direct Project Costs		TSET Support	Other Project Funding	Total Project Budget
1	Salaries	\$0.00	\$0.00	\$0.00
2	Fringe Benefits	\$0.00	\$0.00	\$0.00
3	Travel/Per Diem – In-State	\$0.00	\$0.00	\$0.00
4	Purchased Services	\$54,142.35	\$104,731.35	\$158,873.70
5	Facilities	\$0.00	\$0.00	\$0.00
6	Equipment	\$244,857.65	\$0.00	\$244,857.65
7	Supplies	\$0.00	\$0.00	\$0.00
8	Other	\$0.00	\$40,373.14	\$40,373.14
9	Strategic Communications	\$0.00	\$0.00	\$0.00
TOTAL DIRECT PROJECT COSTS		\$299,000.00	\$145,104.49	\$444,104.49
Indirect Costs (limited to 15% of total direct project costs)		\$0.00	\$0.00	\$0.00
TOTAL PROJECT COSTS		\$299,000.00	\$145,104.49	\$444,104.49
List other funding sources for this project:		City of Norman Capital Improvement Plan Fund 52 – Park Land and Development Fund		
TSET USE ONLY				
TSET Signature: <i>David N Martin</i>		Date Approved: 07/17/2026		

BUDGET JUSTIFICATION

1. Salaries *Total salary cannot exceed annual salary multiplied by percent time.

Name and Title	Annual Salary	% Time	# Months	TSET Support	Other Project Funding	Total*
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
Total				\$0.00	\$0.00	\$0.00

Personnel Justification:

N/A

2. Fringe Benefits

Position	Computation	TSET Support	Other Project Funding	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total		\$0.00	\$0.00	\$0.00

Fringe Benefits Justification:

N/A

3. Travel/Per Diem – In-State

In-State	Computations	TSET Support	Other Project Funding	Total
<u>Mileage</u>				\$0.00
<u>Lodging & Per Diem</u>				\$0.00
Other travel				\$0.00
	Total	\$0.00	\$0.00	\$0.00

In-State Travel Justification:**4. Purchased Services**

Subcontractor	Computations	TSET Support	Other Project Funding	Total
Leathers and Associates- Playgrounds By Leathers	Purchased services include construction consultation and	\$22,698.70		\$22,698.70
Poured in Place Playground surfacing by subcontractor	Estimated Surfacing includes labor and materials: \$14.50 sf X	\$31,443.65	\$80,931.35	\$112,375.00
Fencing by subcontractor	4' Tall Black Vinyl Chainlink		\$23,800.00	\$23,800.00
				\$0.00
				\$0.00
	Total	\$54,142.35	\$104,731.35	\$158,873.70

Purchased Services Justification:

Leathers & Associates (Playgrounds by Leathers) is the playground consultant that will travel to Norman to provide construction consultation for the playground construction. Hotel lodging is budgeted at \$165 per night at 5 nights (\$825 Total). Estimated travel expenses are estimated at \$1,960. There will be a construction scheduling fee of \$665. As well as an organization phase fee of \$1330 and a construction consultation of \$13,193.60. There is also an added Project contingency of \$4,725.10. The project contingency will cover any unforeseen project management consultation fees.

5. Facilities

Office/Meeting Space	Computations	TSET Support	Other Project Funding	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
	Total	\$0.00	\$0.00	\$0.00

Facilities Justification:

N/A

6. Equipment

Equipment	Computations	TSET Support	Other Project Funding	Total
Playground Materials purchased from Leathers & Associates	Estimated Playground Materials includes shipping and materials;	\$237,770.00		\$237,770.00
Materials Contingency	Contingency for unforeseen	\$7,087.65		\$7,087.65
				\$0.00
				\$0.00
				\$0.00
	Total	\$244,857.65	\$0.00	\$244,857.65

Equipment Justification:

Play equipment will be purchased from Leathers & Associates (Playgrounds by Leathers) for building the Year 1 playground. The Playground will be constructed by the City of Norman Parks and Recreation staff and a community build. The materials contingency will be used for any unforeseen material costs that arise as the project begins.

7. Supplies

Supplies	Computations	TSET Support	Other Project Funding	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
	Total	\$0.00	\$0.00	\$0.00

Supplies Justification:

N/A

8. Other

Item	Computations	TSET Support	Other Project Funding	Total
				\$0.00
				\$0.00
City of Norman Construction Contingency	10% of Project Cost for Year 1		\$40,373.14	\$40,373.14
				\$0.00
				\$0.00
	Total	\$0.00	\$40,373.14	\$40,373.14

Other Justification:

10% of Project Cost for Year 1- this cost will be used for any unforeseen construction costs that arise as construction begins.

9. Strategic Communications

Item	Computations	TSET Support	Other Project Funding	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
	Total	\$0.00	\$0.00	\$0.00

Strategic Communications Justification:

N/A Signage and wayfinding outside of provided TSET signage will be managed and paid for by the City of Norman.

Total Direct Project Costs

	TSET Support	Other Project Funding	Total
Total	\$299,000.00	\$145,104.49	\$444,104.49

Indirect Costs

	TSET Support	Other Project Funding	Total
Total			\$0.00

Total Project Costs	TSET Support	Other Project Funding	Total
Total	\$299,000.00	\$145,104.49	\$444,104.49

MATCH JUSTIFICATION
To be completed if matching funds are used

1. Salaries *Total salary cannot exceed annual salary multiplied by percent time

Name and Title	Annual Salary	Other Project Funding Sources ⁽¹⁾ (e.g., Federal, In-State, etc.)	Total
Total:			\$0.00

⁽¹⁾Note: Narrative "Use this space for further description of matching funds sources and allocation for specific budget category charges.

N/A

2. Prime Benefits

[illegible]

3. Travel/Per Diem - In-State

to State	Other Project Funding Source(s)	Total
Matching Narrative: *Use this space for further description of matching funds sources and allocation for specific budget category charges N/A		

4. Purchased Services

Subcontractor	Other Project Funding Source(s)	Total
Placed in Place Preplaced Aggregate Surfacing by Leathers & Associates Capital Improvement Plan Fund 51 - Park Land and Development Fund		\$80,931.35
4" Tar Black Vinyl Chloride Placed 3500 Pavers 24" x 24" pavers Pavers will be in concrete Resting with a concrete stone edge Capital Improvement Plan Fund 52 - Park Land and Development Fund		\$23,800.00
		\$104,731.35

Amount in Place Preplaced Aggregate Surfacing by Leathers & Associates - Partial Approval (\$13,442.65) for the Placed in Place Surfacing will be paid for using 7367 Grant funding, the remaining cost (\$69,932.35) will be paid for by the Capital Improvement Plan Fund 52 - Park Land and Development Fund

6. Facilities

Office/Meeting Space	Other Project Housing Sources	Total
Match Narrative: Use this space for further description of matching funds sources and allocation for specific budget category changes		
N/A		

E. Equipment

Equipment	Other Project Funding Sources(s)	Total
Match Narrative: Use this space for further description of matching funds sources and allocation for specific budget category charges.		
N/A		

9. Suppliers

[illegible]

2. Other

Other	Other Project Funding Source(s)	Total
City of Norman Construction Contract	10% of Project Cost for Year 1 will be paid for by the Capital Improvement Plan Fund 52 - Park Land and Development Fund	\$40,372.64
	Total	\$40,372.64
Watch Narrative *Use this space for further description of matching funds sources and allocation for specific budget category charges		

9. Strategic Communications

Item	Other Projects Pending Source(s)	Total
Match Narrative * Use this column for further description of matching funds sources and allocation for specific budget category charges		
N/A		

Total Direct Matching Funds	\$245,104.49
-----------------------------	--------------

Indirect Costs	Other Project Funding Sources	TOTAL
Match Narrative: I use this space for further description of matching funds sources and allocation for specific budget category changes.		
N/A		

Total Advertising Expense	\$145,104.49
---------------------------	--------------



Request for Applications (RFA)

BUILT ENVIRONMENT GRANT

for projects related to:

**PLANNING AND DESIGN
&
CONSTRUCTION IMPLEMENTATION
FOR PHYSICAL ACTIVITY**

Funding Opportunity Number 092-BEPA26

DEADLINE FOR SUBMISSION OF APPLICATIONS

November 18, 2025, by 4:00 PM Central Time

About this Document

This document is intended for informational purposes and reflects current planning; it does not obligate TSET to make any specific number of awards. Awards are contingent upon the availability of funds, satisfactory performance by the grantee and approval by the TSET Board of Directors. If there is any inconsistency between the information contained in this guide and the terms of any resulting cooperative agreement, the terms of the cooperative agreement are controlling.

This guide may be amended by TSET. Amendments can be found on TSET's website under the [TSET Built Environment Grants](#) section. It is the responsibility of the applicant to review any such amendments and make necessary changes in the application to meet the amended requirements.

Ceremonial Use of Tobacco in Native American Culture

TSET acknowledges the spiritual and ceremonial value that tobacco has in Native American culture. The phrase "tobacco" mentioned in this document refers to commercially produced tobacco products and non-ceremonial use of tobacco.

Required Software

This guide may be viewed and associated forms may be completed at no cost to the applicant by using [Adobe Reader](#). The full version of Adobe Acrobat Professional is not required to complete any of the application forms. Applications must be submitted via the TSET Funding Portal beginning September 23, 2025. To register and login, please visit <https://oktset.my.site.com>. Applicants can find instructions on registering and applying through the TSET Funding Portal on the [TSET website](#).

RFA Attachments and Appendices

Appendices and attachment forms provided in this RFA are listed below and can be accessed by clicking on the name of the document or by clicking the paperclip icon on the side navigation pane in Adobe. If you cannot see a paperclip icon in Adobe, please ensure that you have fully downloaded this document and have opened it from your desktop rather than from within your internet browser. The forms can also be accessed by clicking on the Application RFA Guidelines and Forms folder in the TSET Funding Portal application portal from the Resources tab.

Current and Previous TSET Grantees

Current TSET grantees are not automatically precluded from applying for funding under this opportunity. However, programs submitted under this funding opportunity must not be wholly or partially duplicated under another TSET-funded grant or contract. Previous TSET grantees or contractors who are in good standing are also eligible to apply for funding under this opportunity. If you have questions about your eligibility to apply as a current or former TSET grantee, please contact grantsmanagement@tset.ok.gov.

Key Dates

Request for Applications (RFA) Released: September 23, 2025

Last Day to Submit Questions: October 24, 2025

Applications Due: November 18, 2025, by 4:00 pm CST

Anticipated Board of Directors Funding Decision: May 28, 2026

Grant Start Date: September 1, 2026

Built Environment: Physical Activity 092-BEPA26 Amendment History

May 28, 2026:

Updated section: Key Dates from *Applicants Notified of Award Decisions: March 26, 2026* to *Anticipated Board of Directors Funding Decisions: May 28, 2026*.

Updated sections: Key Dates and Cooperative Agreement Periods of the RFA to update the grant start dates to reflect the following changes.

- Year 1 amended to change start date from July 1, 2026, to September 1, 2026.
- Year 2 amended to change start date from July 1, 2027, to September 1, 2027.

Key Terms

Active Living: Incorporating physical activity into our daily lives and routines.

Authorized Official: The person who receives the contract document for the grant and whom the organization has designated as being authorized to sign contracts on behalf of the organization. This person will receive all important grant-related information disseminated by TSET.

Built Environment Project: Human-made spaces in which people live, work and play. Built environment projects include buildings, parks and open spaces, streets, trails, transportation systems, playgrounds, etc.

Cooperative Agreement: An arrangement between two or more parties, in which mutual terms, responsibilities and criteria are defined for working toward agreed upon objectives and or goals.

Construction Implementation Project: A shovel-ready project that makes changes to the built environment to increase the number of people engaged in moving more at a site within Oklahoma.

Construction Site Manager: Person directly responsible for the day-to-day operations on-site to ensure site workers complete their daily tasks to achieve the scope of work agreed upon on time and within budget. They are present at the construction site every day and are hands-on in supervising the job site work.

Designing/Planning Manager: Person directly responsible for the day-to-day progress and completion of designs or plans being developed based on the agreed upon scope of work and budget.

Eligible Applicant Property: Refers to any land or facility owned by the applicant organization, excluding the legal or statutory easement where the proposed built environment construction project will be located. This property must be available for public use during reasonable usage hours, ensuring accessibility to the community.

Facilities Use Agreement: A policy or written agreement where users are often required to fill out and sign an agreement, pay a nominal fee and provide proof of insurance. These agreements are used by groups that want to access recreational facilities to host programs, sports leagues or classes.

Financial Officer: The person who prepares and submits requests for reimbursement and tracks project spending. This is the person whom TSET will contact with any questions regarding a request for reimbursement. This person will receive all financial-related information disseminated by TSET.

Fundraising: Soliciting and gathering financial contributions or resources from individuals, organizations or businesses to support a specific cause, project or initiative.

Grantee: The organizational entity to which a grant (or cooperative agreement) is awarded, and which is responsible and accountable both for the use of the funds provided and for the performance of the grant-supported project or activities.

Implementation: The process of carrying out a plan, strategy or project that results in tangible outcomes.

Indirect costs: Indirect costs include expenses that are not easily discernable from direct expenses incurred by operating the organization, e.g., utilities, custodial services, security, rent, accounting services, administrative assistance, etc.

Open-Use Agreement: This agreement formalizes community access to recreational facilities for informal play and physical activity, allowing a property owner to act alone instead of in partnership with another entity.

Parks and Open Spaces: Publicly owned areas of land that are primarily used for recreational or leisure purposes, that are accessible to the public.

Physical Office: A physical office is a commercial or leased premises, separate from any residential or home-based setting, where an organization establishes a tangible presence and carries out its core business operations. Its physical location within the State of Oklahoma is perceived by the public as where the business operates.

Planning and Design Project: Projects such as a feasibility study, streetscape design, comprehensive plan, master plan, plans for trails, bicycle and pedestrian safety or guidelines that promote active living in an effort to create targeted, place-based changes to the built environment that promote healthy behaviors. Projects under this funding tract may not include construction or implementation.

Pre-award Costs: Costs that are incurred prior to the cooperative agreement period.

Project: A series of short-term, time-limited tasks leading to a unique outcome, product or result with an agreed upon start-up and completion date. A project plan of major milestones or tasks to be completed is required.

Project Launch Ready: A design, planning or study project that is at an advanced stage for work to begin within 75 days. Labor can be hired or contracted either immediately or within 75 days of the grant start date to begin designing, planning or conducting a study.

Project Manager (of the Grant): Person directly responsible for ensuring the grant meets its requirements and agreed upon results, inclusive of planning, organizing and directing the completion of the project for the organization serving as the grantee while ensuring the project is executed on time, on budget and within scope of work agreed upon. Serves as the primary contact for TSET and contractors and will be responsible for submitting all project documents, reports, etc. throughout the contract year.

Project Site: A project site refers to a specific geographic location where a construction project is undertaken. It is defined as a single, distinct area or parcel of land where all project activities are carried out. This means that the entire construction project occurs at one physical location, rather than spanning multiple locations or sites.

Public Property: Land or facilities owned by governmental entities or organizations that provide public access, including parks, pavilions, community centers and public buildings. Project site property must be accessible to the community during reasonable usage hours.

Safe Routes to School: Methods and tools used by governments, local leaders, advocacy groups, schools and families of students to improve the safety, health and connectedness of their community by making schools safe and easy to access via walking, biking and public transit.

TSET Funding Portal: A comprehensive grant management platform used by TSET that

is designed to streamline the entire grant lifecycle, from application submission to reporting and evaluation.

Shared-Use: Also called joint use or community use, occurs when organizations agree to open or broaden access to their facilities for community use.

Shared Use Agreement: A written contract between two or more partners that sets forth the terms and conditions for the shared use property, allowing partners to allocate responsibility for costs, security, maintenance, repairs, insurance and potential liability.

Shovel-Ready: Refers to a project where all planning, design and permitting processes have been completed, and it is prepared for immediate or near-immediate construction. This means the project is fully designed, all necessary approvals and permits have been obtained and the site is ready for construction to begin either immediately or within 75 days of the grant start date.

Small to Medium Size Projects – A **small project** is “shovel ready” and can be started and completed within 6 – 8 weeks (*1 to up to 320 hours*). A **medium project** is “shovel ready” and can be started and completed within 18-20 months (*321 hours to up to 3,200 hours*).

Sustainability: The ability of a project to thrive independently without TSET funding and characterized by continued community support, financial growth, sound infrastructure, and effective strategies for the management of the project.

Contents

Purpose	1
Applicant Eligibility	2
Project Service Area	4
Data-driven Needs and Community Buy-In.....	5
Project Plan and Key Milestones.....	5
Project Evaluation	6
Project Staffing and Management	6
Public Awareness & Brand Support	6
Certification of Non-Acceptance of Tobacco Funds.....	7
Policy Requirements	7
Cooperative Agreement Periods	8
Funding Guidelines	8
Planning and Design of Small to Medium Size Projects	8
Construction Implementation of Small to Medium Size Projects	12
Grant Performance	18
Funding Information	18
Funding Limitations.....	19
Project Budget Planning	20
Application Disqualification Criteria	21
Application Sections, Instructions and Required Documentation	21
Application Submission.....	27
Application Review Process	28
Awards	33
Post-Award Processes	33
Payments	33
Reporting.....	34
Required Activities to Support TSET State Goals.....	34
Project Evaluation	34
Publicity	34
Release of Information.....	35
Questions	35
Appendices and Attachments.....	37

Funding Information & Application Guidelines

Purpose

As authorized by Okla. Const. Art. 10, Section 40, and Title 62 O.S. § 2309, to identify and respond to emerging opportunities to transform and improve the health of Oklahomans through the built environment, TSET will accept applications in two areas of emphasis—planning and design or construction implementation. All applications must support the TSET mission¹ of improving health and reducing the risk factors for the leading causes of preventable death due to cancer and cardiovascular disease, be aligned with the [TSET strategic plan](#) and adhere to the guidelines stated in this document.

Applications must identify immediate, impactful opportunities to positively transform and improve the health of Oklahomans through built environment projects. Applications must be project-driven, time-limited, have a specific targeted area or population in mind, be supported by multiple partners and agree to participate in an external evaluation of the project.

TSET seeks projects that are in line with the following guidelines:

- Develop or enhance infrastructure that encourages physical activity, such as parks, trails and recreational facilities.
- Ensure that new or upgraded public spaces are safe and accessible for all community members, including children, older adults and people with disabilities.
- Involve community members in the planning and development process to ensure that public spaces meet local needs and preferences.
- Design projects that have a lasting impact on the physical health of Oklahomans.

This funding opportunity is intended to support the development of plans or the construction of projects that improve access to physical activity within communities. Eligible proposals should align with the strategy funding tracks outlined below and focus on planning or creating or enhancing infrastructure or environments that encourage and enable active lifestyles.

The table below outlines the available funding categories, along with the corresponding strategy funding tracks. Applicants may only select **one strategy funding track** within **either** the *Planning and Design* or *Construction Implementation* funding category per grant application.

Applications that span **multiple funding categories or strategy funding tracks** will not be considered. Applications that do not align with any of the strategy funding tracks listed below will not be considered.

¹ TSET's mission is to improve the health and well-being of Oklahomans through programs that reduce tobacco use and obesity – the leading causes of preventable chronic disease – and by funding research that improves treatment and saves lives.

Funding Categories	Strategy Funding Tracks
Planning and Design of Small to Medium Size Projects	Funding Track 1: Parks & open spaces
	Funding Track 2: Safe routes to schools, grocery stores & parks
	Funding Track 3: PreK-12 school-based built environment projects that promote physical activity
Construction Implementation of Small to Medium Size Projects	Funding Track 1: Parks & open spaces
	Funding Track 2: Safe routes to schools, grocery stores & parks
	Funding Track 3: PreK-12 school-based built environment projects that promote physical activity

Applicant Eligibility

Awards will not be made to organizations that receive funds or benefit from tobacco sales. Applicant organizations must have a brick-and-mortar office located in Oklahoma at the time of application submission, and the project must be carried out within indoor or outdoor eligible applicant property that is open and accessible to the public during reasonable usage hours within the state of Oklahoma. **The project area or property where the project will be located must be owned by the applicant at the time of submitting the grant application.** All applicant organizations must be incorporated and able to make their own laws and/or policies.

All eligible applicant organizations must be in good standing with the Oklahoma Secretary of State and must be able to attest that the organization does not and will not accept funding from the tobacco industry for the term of the cooperative agreement with TSET by signing and submitting Attachment D: Certification of Non-Acceptance of Tobacco Funds.

Any tribal nation that is awarded a funding agreement must submit a signed waiver of sovereign immunity to TSET prior to execution of a cooperative agreement. Any awarded tribal nation that has not returned a signed waiver of sovereign immunity to TSET by 4:00 pm CST on June 30, 2026, will be ineligible to enter into a funding agreement with TSET.

Eligible applicant organization/entity types are dependent upon the strategy funding track that is selected and are defined within the scope of work sections of the RFA. Please refer to the following table for a breakdown of applicant eligibility by funding track.

Planning and Design of Small to Medium Size Projects	
Funding Track	Eligible Entities
Funding Track 1: Parks and Open Spaces	• Institution of common and higher education • Oklahoma local government (city, town or county) • Non-profit 501(c)3 organization • Tribal nation • PK-12 public school district or individual PK-12 public school site • State government
Funding Track 2: Safe routes to schools, grocery stores & parks	• Institution of common and higher education • Oklahoma local government (city, town or county) • Non-profit 501(c)3 organization • Tribal nation • PK-12 public school district or individual PK-12 public school site • State government agency
Funding Track 3: PreK-12 school-based built environment projects that promote physical activity	• PK-12 public school district or individual PK-12 public school site • Non-profit 501(c)3 organization that operates as a school site for specific populations • Tribal nations that operate a school site

Construction Implementation of Small to Medium Size Projects	
Funding Track	Eligible Entities
Funding Track 1: Parks and Open Spaces	• Institution of common and higher education • Oklahoma local government (city, town or county) • Non-profit 501(c)3 organization • Tribal nation • PK-12 public school district or individual PK-12 public school site • State government agency
Funding Track 2: Safe routes to schools, grocery stores & parks	• Institution of common and higher education • Oklahoma local government (city, town or county) • Non-profit 501(c)3 organization • Tribal nation • PK-12 public school district or individual PK-12 public

	- school site - State government agency
Funding Track 3: PreK-12 school-based built environment projects that promote physical activity	- PK-12 public school district or individual PK-12 public school site - Non-profit 501(c)3 organization that operates as a school site for specific populations - Tribal nations that operate a school site

Planning and design projects must be ready to begin work either immediately or within 75 days of the grant start date. Construction implementation of small to medium size projects must be shovel-ready and begin either immediately or within 75 days of the grant start date.

Eligible construction projects are those where all design and engineering plans have been finalized, and it has been confirmed that the design complies with all applicable codes and regulations.

The proposed project must be located at a **single** project site. Each planning and design or construction implementation application may include one or more projects when all projects are located on a single project site, or when two sites are connected, adjacent or contiguous to one another. Applications with projects that span across separate, detached sites, such as developing designs or infrastructure improvements for two unconnected, distinct community parks, will not be considered for review.

Project Service Area

All projects must take place and serve only populations within Oklahoma.

Public Accessibility of the Project

All applications must be for projects that are available to **all** Oklahomans, regardless of income. If an applicant organization charges a fee for access to its services or use of a project site, the applicant must demonstrate that the proposed project would be available to all Oklahomans free of charge, according to a sliding fee scale, scholarships or other proposed options. For example, if a school site submits an application to fund improvements to its activity areas, the applicant entity must demonstrate in its application how all Oklahomans, regardless of income, will have an opportunity to access the TSET-funded improvements.

Additionally, all proposed projects must be open and accessible to the public during reasonable usage hours. Projects that are exclusively available to only the applicant organization's staff and/or clients are not eligible for funding. If interested, examples of shared, open or facilities use agreements are available within Appendix G: Shared Use Policies and Agreements Examples.

The project area or property where the project will be located must be owned by the applicant at the time of submitting the grant application. Projects involving the potential declaration of eminent domain will not be considered. Applicants should have existing control of the project's right-of-way.

Data-driven Needs and Community Buy-In

All applications must demonstrate the need for the project by providing sufficient locally focused data that was collected within the last three years to support the project. Long-term planning data (4-10 years or more) may only be used if the information is still being actively used in local planning efforts. Such data may include:

1. A needs assessment conducted by the applicant organization or a contractor;
2. Community Health Needs Assessment(s);
3. Community Health Improvement Plan(s);
4. Surveys completed by the applicant, city/town or a local organization;
5. Documentation from a previously completed plan, feasibility study or built environment design document;
6. Completed assessment tools from Appendix F: Built Environment Assessment Guidance Document.

All data must be cited within the application and must be publicly accessible or, if not publicly accessible, provided in an appendix with the application.

In addition to data to support the need for the proposed project, the applicant must demonstrate that there is buy-in from the community for the project. Public support and buy-in are important aspects of any built environment project that will affect a population. Demonstrations of public support and buy-in are required and may include:

- Evidence of community involvement in identifying the need for the project and its design (examples of this may include a community survey results report, a community listening session(s) report, letters of support from community organizations, residents, clients or partners, etc.).

Proposed projects incorporating the results of a local needs assessment involving public input within the last three years are preferred.

Project Plan and Key Milestones

Applicants must include a detailed project plan that captures key project milestones intended to be met during the lifetime of the project. The project plan must be completed for each year of funding requested using the project plan template provided by TSET (see Attachment: E Project Plan Instructions and Template for instructions). A detailed project plan should include an agreed upon start-up and completion date and all major milestones or tasks to be completed within the TSET funded project period. Milestones provided should be clear and show a realistic timeline for project completion.

Project Evaluation

Depending on the scope and purpose of the proposed project, TSET may assign an external evaluator to support implementation and/or develop a follow-up evaluation focused on public use of the project. The evaluator may also assist in enhancing or refining the project's evaluation approach to ensure it aligns with best practices and funder expectations. Applicants are required to collaborate with the assigned evaluator and support all activities outlined in the external evaluation plan, including data collection, site visits and reporting.

After the grant period ends, there may be opportunities for post-project evaluation to assess longer-term outcomes such as sustained use of the site, changes in physical activity levels or community satisfaction. These efforts may involve observational tools, surveys or collaboration with external evaluators. While not required, applicants are strongly encouraged to consider how post-project evaluation could be conducted for their proposed project and to design project elements that support future measurement.

Project Staffing and Management

A project staffing plan is a required component for each application and should demonstrate how the applicant organization will ensure the project is effectively overseen, directly managed and completed. The staffing plan should also clearly outline the individual(s) responsible for fulfilling all grant deliverables, handling invoices and providing monthly project reports to TSET (see Attachment G: TSET Grant and Contractor Staffing Table Template).

Applications for planning and design projects should identify an experienced designing/planning project manager and applications for construction implementation projects should identify an experienced project manager or construction project manager. Funding may be requested for a project manager to oversee the planning project. However, the primary intent is to support projects that transform and improve public health through infrastructure enhancements and other built environment improvements. Accordingly, personnel costs should remain proportionate and should not supersede the costs associated with design, planning, or other infrastructure related services.

If a third-party project manager is identified, a designated representative from the applicant agency must remain actively engaged and serve as the primary point of contact with TSET.

Public Awareness & Brand Support

Successful applicants shall support project awareness of TSET's funding through project communications, recognition of funding, signage, and in partner and donor communications. This is a key requirement in ensuring the visibility of TSET's mission in Oklahoma. **A plan to publicly promote the project and intended schedule of events is required if funding is approved.**

Certification of Non-Acceptance of Tobacco Funds

All applicants will be required to certify that the organization will neither have a direct or indirect affiliation or contractual relationship with a company or foundation engaged in or funded by the manufacturer of tobacco, tobacco products and/or electronic nicotine delivery systems (ENDS), nor will it accept any type of funding from such a company or foundation. This form can be found in Attachment D: Certification of Non-Acceptance of Tobacco Funds and must be signed and submitted upon registering for an account and accessing applications in TSET Funding Portal.

Policy Requirements

To ensure that these competitive public funds are utilized by organizations that share TSET's dedication to improving and protecting the health of Oklahomans and engage in promoting a healthy workplace, organizations must submit **signed and dated** copies of their workplace wellness and tobacco-free policies. There are no specific requirements that must be met for the workplace wellness policy other than the policy being signed and dated. Sample policies are included in Appendix D: Sample Workplace Wellness Policy and Instructions.

The applicant organization's tobacco-free policy must meet the minimum requirements indicated in the tobacco-free policy template included in Appendix B: Tobacco-Free Policy Template. Applicants are encouraged to review the sample comprehensive tobacco-free policies included in Appendix C: Sample Tobacco-Free Policies and Checklists and are advised to make it part of their operating plan to move toward adoption of a comprehensive policy over time. Although applicants must only meet the requirements in Appendix B: Tobacco-Free Policy Template, TSET has provided guidance for organizations that wish to implement stronger policies.

If an organization plans to submit a tobacco-free policy that includes more elements than are indicated in Appendix B: Tobacco-Free Policy Template, the applicant organization should carefully review their policy to ensure that the minimum requirements listed in Appendix B: Tobacco-Free Policy Template are included in the organization's more robust policy. Policies that do not include the mandatory statements in Appendix B: Tobacco-Free Policy Template will not meet the requirements of this funding opportunity and will not receive a full application review.

Both policies must be included as required attachments, complete with signatures and adoption dates. **If your organization does not typically sign policies after formal approval, please provide signed documentation from agency leadership confirming that the policies are in effect, including the effective dates for each policy, along with the policies themselves.**

Cooperative Agreement Periods

Applicants may propose a planning and design project with a duration not to exceed one year, or a shovel-ready construction implementation of a small to medium size project, which will not exceed two years. Each year of a project shall be governed by a cooperative agreement, and construction implementation projects will be eligible for a one-year renewal. All renewals are subject to grantee performance, funds available for TSET to award and approval by the TSET Board of Directors. Periodic performance metrics will be used for each project type.

Cooperative agreements will be issued for the following time periods, as applicable to each awarded project:

One-year planning and design projects:

- September 1, 2026 – August 31, 2027

Two-year construction implementation awards will be governed under the following cooperative agreement periods:

- Year 1: September 1, 2026 – August 31, 2027
- Year 2: September 1, 2027 – August 31, 2028

Funding Guidelines

Applications are accepted for small to medium size projects related to the following areas identified as priorities by the TSET Board of Directors:

Planning and Design of Small to Medium Size Projects

This track aims to fund planning and design that improve the built environment to encourage healthy behaviors within a specific geographic area. Proposed projects under this category should not include any type of construction. Funding is available for feasibility studies or plans related to parks, open space, streetscape designs, trails, pedestrian safety, complete streets, wayfinding, safe routes and physical activity in school settings. **Projects must be launch-ready meaning that labor** can be hired or contracted either immediately or within 75 days of the grant start date.

- **Maximum Award:** \$150,000 for up to 12 months
 - Parks and open spaces planning projects,
 - Safe routes to schools, grocery stores and parks planning projects,
 - PreK-12 school-based built environment planning projects that promote physical activity.
- **Total amount allotted for this funding opportunity:** \$1,200,000
- **Matching requirement:** None, although projects with confirmed matching funds may receive preference.

Project Scope of Work

The tables below outline three distinct planning and design funding tracks, each supporting eligible planning and design projects. Please note that a separate grant application is required for each funding track. Applications that combine multiple funding tracks will not be reviewed or considered.

Planning & Design Funding Track 1: Physical Activity – Parks and Open Spaces	
Strategy	Plans and designs for parks and open spaces for exercise and active living.
Strategy Purpose	To create parks and open space plans and designs to increase physical activity and recreation by the public.
Strategy Scope of Work	Development of plans and designs of parks and open spaces for physical activity and recreation to include: • Parks, open spaces and greenways plans and designs. • Master plan development by cities or towns, inclusive of parks, open spaces and greenways. • Design of a portion(s) of an existing Parks and Open Spaces Plan, Master Plan or similar plans related to launch-ready infrastructure improvements. Examples of design components may include one or more of the following: ○ Sidewalks ○ Walking and biking trails and lanes ○ Greenways ○ Playgrounds ○ Weight training/workout stations ○ Water fountains ○ Public restroom ○ Benches and tables, landscaping to include shading. ○ Physical activity spaces (e.g., basketball courts, tennis courts, pickle ball courts, frisbee golf course, soccer fields, softball fields, volleyball courts, corn hole and horseshoe areas, etc.). • Other approaches that directly align with this strategy.
	• A planning and design project that is launch-ready either immediately or within 75 days of the grant start date. • Completion of the project(s) per the project plan, project scope, timeline, applicable codes and standards and within the budget. • A promotional plan that captures the public's knowledge and awareness of the project(s) being developed and implemented and the results shared with TSET. • Monthly grant reporting requirements are fulfilled by the grantee.

Strategy Outcomes	Increases in the number of: • Jurisdictions that have adopted or amended a plan focused on parks and open spaces. • Plans that include commitments to create or enhance physical activity spaces (e.g. playgrounds, weight train/workout stations, courts, fields, game spaces, etc.). • Plans that include performance measures and evaluation activities that could be undertaken on a routine basis to monitor plan outcomes, such as conducting community surveys, tracking parks usage, updating maps with active and completed projects and/or reporting out to decisionmakers and the community. • Plans that include commitments to create or enhance physical activity and active living infrastructure, such as water fountains, public restrooms, benches, tables, shade canopies, etc.
--------------------------	--

Planning and Designs Funding Track 2 Physical Activity – Safe Routes to Schools, Grocery Stores and Parks	
Strategy	Plans and designs for pedestrian friendly and safe routes to schools, grocery stores and parks.
Strategy Purpose	To create plans and designs for safe and pedestrian friendly routes to schools, parks and open spaces.
Strategy Scope of Work	Development of plans and designs to increase pedestrian friendly and safe routes to promote physical exercise, including a new design or revision of an existing safe routes plan, master plan or similar plans related to infrastructure improvements: • Walkability and bikeability assessments, • Infrastructure assessments (engineering survey/design/plan, Americans with Disabilities Act compliance survey), • Safe routes designs and plans (sidewalk infrastructure improvements, flashing lights and cross walks, speed bumps, roundabouts, street buffers, etc.), • Parking Designs, • Safety plans for patrons drop off and pick up zones, • Other approaches that directly align with this strategy.
Strategy Outcomes	• A planning and design project that is launch-ready either immediately or within 75 days of the grant start date. • Completion of the project(s) per the project plan, project scope, timeline, applicable codes and standards and within the budget and contract period.

	• A promotional plan that captures the public's knowledge and awareness of the project(s) being developed and implemented and the results shared with TSET. • Monthly grant reporting requirements are fulfilled by the grantee. Increases in the number of: • Jurisdictions that have adopted or amended a Complete Streets Plan, Safe Routes Plan, Master Plan or policy to improve routes to schools, grocery stores or parks to create safe, convenient access for people walking, biking and using public transportation. • Infrastructure assessments related to safe routes (e.g., walkability, bikeability, pedestrian-friendly improvements to streets – flashing lights and cross walks, speed bumps, roundabouts, street buffers, etc).
--	---

Planning and Designs Track 3 Healthy Students in Schools (Pk-12th grade) – Physical Activity	
Strategy	Plans and designs for future construction to increase access to spaces for physical activity and exercise within school settings (PK-12 th grade).
Strategy Purpose	Create plans and designs for changes in the physical environment of schools that provide greater opportunities for students and employees to engage in daily physical exercise and recreation.
Strategy Scope of Work	Plans and designs for physical activity and exercise spaces in school settings to include: • Playground structures, • Adaptive recreation and exercise equipment, • Exercise and training stations, • Refurbishing existing physical activity indoor and outdoor spaces and fields (e.g., basketball courts, tennis courts, pickle ball courts, soccer fields, softball fields, running track, volleyball courts, etc), • New physical activity spaces and fields, • Walking trails, • Lighting and safety features such as lighting along walking paths, parking lots, gathering spaces and sport fields, • Other school-related projects that directly align with this strategy.

Strategy Outcomes	• A planning and design project that is launch-ready within 75 days of an executed contract with TSET. • Completion of the project(s) per the project plan, project scope, timeline, applicable codes and standards and within the budget. • A promotional plan that captures the public's knowledge and awareness of the project(s) being developed and implemented and the results shared with TSET. • Monthly grant reporting requirements are fulfilled by the grantee. Increases in the number of: • New physical activity plans and designs for future construction and infrastructure improvements to enhance or refurbish existing physical activity spaces and/or fields. • New physical activity plans and designs for future construction of <u>new</u> physical activity spaces and/or fields for future construction. • New physical activity plans and designs for future construction and infrastructure improvements involving installation of equipment and stations for exercise and training. • New physical activity plans and designs for future construction and infrastructure improvements to lighting and safety features for walking paths, parking lots, gathering spaces and sport fields.
---------------------------------	---

Construction Implementation of Small to Medium Size Projects

Funding is available for small to medium size construction projects that make changes to the built environment to increase the number of people engaged in exercise and active living located on a single project site, or when two sites are connected, adjacent or contiguous to one another in Oklahoma. The construction implementation project must be supported by data showing the need and community buy-in showing the willingness/interest of the local population to utilize the new construction site. To increase awareness and use of the finished product or structure, the application must provide a strategy for promoting the project's completion, outcomes and availability/intended use by the public. **Project must be shovel-ready and begin work immediately or within 75 days upon receipt of a fully executed cooperative agreement.**

- **Maximum Award:** \$300,000 per year for up to two years
 - Parks, open spaces and safe routes to schools, grocery stores and parks,
 - PreK-12 school-based built environment projects that promote physical activity
- **Total amount allotted for this funding opportunity:** \$5,700,000
- **Matching requirement:** Confirmed match funding is required for projects impacting a population size over 10,000 people. Match is based on the size of the population to be served by the project in accordance with the table below. For more information on

how TSET monitors matching funds, see the Matching Funds Guidance Section of Appendix E: Budget Tips, Tools and Matching Funds Guidance.

Population Size	Matching Requirement
1 – 9,999	None
10,000-29,999	5% of total project costs
30,000 – 49,999	10% of total project costs
50,000+	15% of total project costs

To determine the population size and reach for the proposed project, applicants should use current, verifiable data. Examples of appropriate data sources are listed below.

For a project at a school district (when all schools within the district are located on one property), applicants should utilize Oklahoma State Department of Education **school district** enrollment numbers for the most current school year. For total student enrollment, visit this [website](#).

For a project at an individual school site, applicants should utilize Oklahoma State Department of Education **school site** enrollment numbers for the most current school year. For total student enrollment, visit this [website](#).

For a project located at a higher education institution, (including 4-year colleges/universities, community/junior colleges and technical schools), applicants should obtain the total number of students enrolled at the site where the project is proposed. This information may be obtained from the school's institutional research department that is operated by the higher education institution.

For a project located on property owned by the city, town or county, applicants should utilize current Census data to determine the city's/town's population reach. For total population of a city or town, visit this [website](#).

For a project located at a non-profit worksite, applicants should include the approximate number of clients served by the organization annually.

The construction implementation of small to medium size projects tract funds time-limited, shovel-ready construction projects with an agreed upon budget, project plan and completion schedule. TSET funding is available for up to \$300,000 annually for a period of two years. A project, or segment/phase of a larger project, designated by the applicant for TSET funding must be completed during the term of TSET's funding. Proposed projects with a longer term for completion will not be considered.

Project Scope of Work

The tables below outline three distinct construction funding tracks, each supporting eligible small to medium size construction projects. Please note that a separate grant application is required for each funding track. Applications that combine multiple funding tracks will not be reviewed or considered.

Construction Track 1 Physical Activity – Parks and Open Spaces	
Strategy	Construction of parks, open spaces and greenways for exercise and active living.
Strategy Purpose	Shovel-ready projects for construction and infrastructure improvements to parks, open spaces and greenways for physical activity and recreation by the public.
Strategy Scope of Work	Construction or infrastructure improvements such as: • Implementation of an existing parks or open spaces portion of a city's Master Plan related to infrastructure improvements such as sidewalks, walking and biking trails and lanes, greenways, parking upgrades, permanent bike racks and trees and shrubs. • Pedestrian wayfinding, tobacco-free and shared-use signage. • Recreation and physical activity equipment (weight training stations and accessible playgrounds, adaptive recreation equipment such as accessible swings, etc). • Water fountains, benches, permanent shade gazebos/pavilions, etc. • Refurbishing of existing indoor/outdoor physical activity spaces (e.g., basketball courts, tennis courts, pickle ball courts, gaga ball courts, soccer fields, softball fields, volleyball courts, frisbee golf course, corn hole and horseshoe areas, etc). • Lighting and safety features such as lighting along walking trails, parking lots, gathering spaces and sport fields. • Other approaches that directly align with this strategy.
Strategy Outcomes	• A construction project that is shovel-ready (begin immediately or within 75 days of the grant start date). • Completion of the project(s) per the project plan, project scope, timeline, applicable codes and standards and within the budget. • A promotional plan that captures the public's knowledge and awareness of the project(s) being developed and implemented and the results shared with TSET. • Monthly grant reporting requirements are fulfilled by the grantee. • Installation of tobacco-free signage, as well as signage that recognizes TSET as a project funder at the project site.

	Depending on the construction project(s) completed, as compared to the previous year, an annual increase in the number of new or enhanced spaces, connected routes and infrastructure that support physical activity: • Indoor and/or outdoor spaces, such as basketball courts, tennis courts, pickle ball courts, gaga ball courts, soccer fields, softball fields, volleyball courts, frisbee golf course, corn hole and horseshoe areas and gathering spaces. • Safe routes, such as sidewalks, trails, paths and bike lanes • Visitor drop off and pick up zones, such as covered bus stops, permanent bike racks and/or parking lots. • Wayfinding and signage, such as pedestrian and bicycle wayfinding, tobacco-free signage and shared-use signage. • Other infrastructure, such as water fountains, benches, permanent shade gazebos/pavilions, lighting, exercise and recreation equipment.
--	--

Construction Track 2	
Physical Activity – Safe Routes to Schools, Grocery Stores and Parks	
Strategy	Construction of safe and pedestrian friendly and safe routes to schools, grocery stores and parks.
Strategy Purpose	Shovel-ready construction projects that create pedestrian friendly and safe routes to schools, grocery stores and parks.
Strategy Scope of Work	Construction or infrastructure improvements to increase safe and pedestrian friendly routes to promote physical exercise, such as implementation of a portion(s) of an existing Safe Routes Plan, Master Plan, streetscape design or similar plans related to shovel-ready infrastructure improvements: • Sidewalk infrastructure improvements, • Traffic calming measures such as curb extensions, speed radar signs, raised intersections, speed bumps and/or raised crosswalks, • Crosswalk and intersection improvements such as high visibility crosswalks, intersections and pedestrian activated flashing lights, • Changes to patron drop off and pick up zones to enhance safety, • Enhance access to transit and multi-modal connections through covered bus stops and permanent bike racks, • Pedestrian wayfinding, • Road safety buffers, • Other projects that directly align with this strategy.
	• A construction project that is shovel-ready (begin immediately or within 75 days of the grant start date). • Completion of the project(s) per the project plan, project scope timeline,

Strategy Outcomes	applicable codes and standards and within the budget. • A promotional plan that captures the public's knowledge and awareness of the project(s) is developed and implemented and the results shared with TSET. • Monthly grant reporting requirements are fulfilled by the grantee. • Installation of tobacco-free signage, as well as signage that recognizes TSET as a project funder at the project site. Depending on the construction project(s) completed, as compared to the previous year, an annual increase in the number of new or enhanced infrastructure that improves connectivity between school sites, parks and neighborhoods and improves safety for people walking and biking: • Traffic calming measures, such as curb extensions, curb buffers, speed radar signs, raised intersections, speed bumps, raised crosswalks, high visibility crosswalks, intersections and pedestrian activated flashing lights. • Patron drop off and pick up zones, such as covered bus stops and permanent bike racks. • Safe routes, such as sidewalks, trails, paths and bike lanes. • Wayfinding signage inclusive of one or more of the following: directions, routes, distances, number of steps, calories burned and location of spaces for physical activity. • Annual decrease in the number of vehicle collisions and pedestrian/bicycling injuries and fatalities.
---------------------------------	--

Construction Track 3 Healthy Students in Schools (PK- 12th grade) – Physical Activity	
Strategy	Increase access to spaces for physical activity and exercise within school settings (PK-12th grade) through shovel-ready construction and infrastructure improvements.
Strategy Purpose	Make changes in the physical environment of schools to offer greater opportunities for students and employees to engage in daily physical exercise and recreation.
Strategy Scope of Work	Construction or infrastructure improvements in school settings such as: • Playground structures, • Adaptive recreation and exercise equipment, • Exercise and training stations, • Refurbishing existing physical activity indoor or outdoor spaces and fields (e.g., basketball courts, tennis courts, pickle ball courts, soccer fields, softball fields, running track, volleyball courts, etc.),

	• New physical activity spaces and fields, • Walking trails, • Lighting and safety features such as lighting along walking paths, parking lots, gathering spaces and sport fields, • Other school-related projects that directly align with this strategy.
Strategy Outcomes	• A construction project that is shovel-ready (begin immediately or within 75 days of the grant start date). • Completion of the project(s) per the project plan, timeline, applicable codes and standards and within the budget. • A promotional plan that captures the public's knowledge and awareness of the project(s) being developed and implemented, and the results shared with TSET. • Monthly grant reporting requirements are fulfilled by the grantee. • Installation of tobacco-free signage, as well as signage that recognizes TSET as a project funder at the project site. As compared to the previous year, annual increases in the number of: • Students and school employees that participate in using the improvement(s). • Physical activity policies implemented because of the construction project's completion. The exact % or # can be determined after collecting baseline data. Depending on the construction project(s) completed, as compared to the previous year, an increase in the number of: • Playground structures, • Adaptive recreation and exercise equipment, • Exercise and training stations, • Refurbishing existing physical activity spaces and fields (e.g., basketball courts, tennis courts, pickle ball courts, soccer fields, softball fields, running track, volleyball courts, etc.), • New physical activity spaces and fields, • Walking trails, • Lighting and safety features such as lighting along walking paths, parking lots, gathering spaces and sport fields.

Grant Performance

Grant performance is reviewed by TSET on an annual basis. Only construction projects are renewable for a second year based on performance, availability of funds and approval by the TSET Board of Directors.

Performance measures include, but are not limited to:

- Timely and accurate submission of required documentation.
- Effective project oversight and management, including the ability to hire staff and/or subcontractors in a timely manner (if applicable).
- Continued progress in accordance with the project plan.
- Timely communication with TSET staff and evaluators.
- Fulfillment of other funding committed to the program (when applicable).

Examples of unsatisfactory performance include continued difficulty maintaining appropriate contract management and project oversight, a lack of progress toward completion of project milestones/major activities, a loss of non-TSET funding (if applicable) or other major factors detrimental to the success of the project. Unsatisfactory performance may result in termination of TSET funding at any time.

Funding Information

Applications seeking TSET funding for more than the allowable amount will be deemed ineligible for review. Each planning and design or construction application may include one or more projects when all projects are located on a single project site, or when two sites are connected, adjacent or contiguous to one another. Applications with projects that span across separate, detached sites, such as developing designs or infrastructure improvements for two unconnected, distinct community parks, will not be considered for review.

Confirmed matching funds are required for construction projects that will impact 10,000 people or more. Matching funds will be considered only if they have been confirmed prior to or at the time of application submission. Allowable match includes cash, other non-TSET grants and in-kind support that is directly related and applied to the project.

When matching funds are used to support a project, grantees must be at the appropriate confirmed match level for their project based on the claim for reimbursement numbers submitted monthly to TSET. Eligible match refers to matching funds spent only during the contracted year. Cash matches refer to a direct project expense for the grantee or partner organization, whereas in-kind match refers to materials or services, space, labor, equipment, etc., provided by the grantee organization or donated by a partner organization specifically for the TSET funded portion of the project. Only match that is directly related and applied to the project is allowable. **In no instance may TSET funds be used to match other TSET**

funds. If match is used from another source, it is highly recommended to confirm in writing the funder allows the money to be used as matching funds.

TSET is a constitutionally created state agency and must comply with all state laws. Oklahoma law prohibits payment for goods and services in advance, according to the Oklahoma Central Purchasing Act, 74 OS Section 85.1. Therefore, all awards are paid on a reimbursement basis; awarded organizations must be able to expend funds up front before TSET will reimburse for any charges.

All TSET awarded organizations (referenced as grantees) are expected to appropriately use at least 95% of their awarded funds during the grant year. Construction implementation grantees who are not able to utilize at least 95% of their budget may need to consider the possibility of a budget reduction during the funding period.

Funding Limitations

All funds must be awarded and used consistent with Oklahoma law. In addition, funds cannot be used to influence elections or an official's duties.

Overhead, administrative or indirect costs may be allowable on a funded project, but those costs must be justified and may not exceed 15% of the total award amount.

Specific unallowable budget items include:

- Pre-award costs,
- Endowments,
- Hiring of lobbyists,
- Operating deficits or retirement of debt,
- Vehicles,
- Items for which third-party reimbursement is available,
- Entertainment costs for amusement or diversion,
- Individual professional and personal memberships,
- Staff time for fundraising efforts,
- Cash/prize donations for fundraisers or events,
- Land/property.

This list is not exhaustive. Although all budgets will undergo review prior to issuance of a cooperative agreement, applicants with questions about potential budget items are encouraged to submit their questions to TSET according to the process detailed in these guidelines prior to submitting an application. TSET reserves the right to deny funding for any budget items that are unallowable, inappropriate or unrelated to the project.

Project Budget Planning

TSET seeks to fund projects that are ready to begin work either immediately or within 75 days of the grant start date.

Successful applications will demonstrate thorough research, planning and a full understanding of costs associated with proposed projects submitted to TSET. Detailed and realistic bids and/or cost estimates should be solicited within three months prior to submitting the application so project costs at the time of estimate are understood and reflected in the proposed budget. Applicants are encouraged to consider and document all potential costs. Items to consider could include:

- Construction costs, including the actual construction of the project, materials, labor and subcontractor fees.
- Design and architectural fees, such as landscape architect, architect, consultant and engineer fees.
- Fees for design work, including conceptual sketches, renderings, preliminary layouts and design iterations.
- Costs for producing and printing planning documents, reports and/or presentations.
- Fees related to preparing bid documents, evaluating contractor proposals and administering contracts.
- Permit fees.
- Site preparation work, such as clearing, grading, dirt work, tree removal and other general preparation of the site for construction.
- Construction inspection fees.
- Costs associated with management of the planning or construction process to include project management, quality control and administrative tasks.
- Costs for organizing and conducting public meetings, surveys and/or focus groups to gather community input.
- Signage costs such as the purchase and installation of tobacco-free property signage and TSET funding acknowledgement signage.

TSET understands that bids may expire and prices may change between application preparation and application submission, but applicants should make every effort to determine the full anticipated cost of the project prior to submission. Applicants must submit recent bids and/or cost estimates (within the last three months) to demonstrate that project costs have been thoroughly reviewed and validated. For successful applicants approved by the TSET Board of Directors, TSET may request that updates to cost estimates be submitted with an application prior to issuance of a cooperative agreement. To further address potential changes in cost between submission and award, TSET offers the flexibility to increase budgets up to 20% of the total original award, provided the maximum annual amount allowable under the RFA has not been met or exceeded. Approval of budget increases is not guaranteed. Requests for increases more than 20% of the total award amount may be considered but will require extensive justification and approval by the TSET

Board of Directors. In no instance may a budget increase exceed the allowable maximum set forth in the RFA.

Application Disqualification Criteria

Disqualification means that TSET will not review or consider the application further. TSET will disqualify applications for:

- Not submitting electronically via TSET Funding Portal.
- Not submitting by the due date and time indicated in this funding opportunity.
- Not meeting eligibility requirements.
- Not meeting matching funds requirement, when applicable.
- Not completing or submitting required forms in the funding opportunity package.
- Exceeding character count limits.
- Lack of alignment with the funding tracks listed within the RFA.
- Requesting total funding from TSET greater than \$150,000 for planning and design projects.
- Requesting total funding from TSET greater than \$300,000 per year for construction implementation of small to medium size projects.
- Not submitting a budget for each year of proposed funding.
- Projects that span across separate, detached sites, such as developing designs or infrastructure improvements for two unconnected, distinct community parks.
- A project being located on property that is **not already** owned by the applicant organization at the time of submitting the grant application.
- A project area located on private property that is not accessible by the public during reasonable usage hours.
- A project that is not launch/shovel-ready.
- A construction project where planning and design has not yet been finalized.
- Lacking program alignment with TSET's mission and [strategic plan](#) (see Purpose section).
- Not submitting a signed and dated tobacco-free policy.
- Not submitting a signed and dated wellness policy.
- Not submitting a tobacco-free policy that covers all required policy requirements.

Application Sections, Instructions and Required Documentation

These instructions describe the sections of the application and are designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of the project. Applicants shall follow the detailed instructions fully and carefully.

The applicant must specifically address and respond to each item. Unless specified as optional, **each item listed below is required**. Applications submitted without all required sections will be deemed unresponsive and not eligible for review.

Each section A through L below must be addressed in the application. If not applicable, do not skip the section. Instead, indicate N/A before proceeding to the next section.

A. Application Information

This section captures information related to the funding request including:

- Verification of a small to medium sized project
- Project title
- In 1-2 sentences, describe the project
- Service area
- Population size (please refer to the Funding Guidelines section of the RFA for guidance)
- Amount of funding requested for Year 1 (must be under \$150,000 for Planning projects and under \$300,000 for Construction projects)
- Amount of funding requested for Year 2 Construction projects only. (Must be under \$300,000).
- Confirmed match funding sources and amounts for Year 1 (Not required for Planning projects)
- Confirmed match funding sources and amounts for Year 2 (pertains to Construction projects only)
- First and last name of authorized official
- Authorized official's job title
- Authorized official's e-mail address
- First and last name of project manager responsible for day-to-day project management
- Job title of project manager responsible for day-to-day project management
- Project manager's e-mail address

B. Objections to Terms and Conditions (not counted toward character limit)

Please read Appendix A: Terms and Conditions. Any objections to the Terms and Conditions should be listed in Section B. If there are no objections, please respond N/A.

C. Applicant Organization's Background and Qualifications (4,500 characters)

1. Briefly describe who you serve and how long your organization has been in operation.
2. Describe your organization's experience executing built environment planning and/or construction projects for the population served by the organization. In your response, consider including:
 - 2a. How the project(s) was/were managed,
 - 2b. Total project cost(s),
 - 2c. Duration of the project bidding process, if applicable,
 - 2d. Project length and timeline(s),
 - 2e. Methods used to gather and incorporate community feedback on the proposed project,

- 2f. What resources your organization already has in place (such as staff, leadership support, financial) to undertake and complete a built environment project similar to the one being proposed.
3. What project management methods or tools does your organization use to assist with project oversight to ensure the project remains on schedule, within budget, mitigates risks and maintains clear communication across all stakeholders?

D. Statement of Need and Public Support (4,500 characters, not including attachments).

1. State the specific need(s) the proposed project aims to address. Provide a clear explanation supported by both quantitative and qualitative data. Consider including:
 - 1a. Any assessments conducted within the past three years. Refer to the [Data-driven Needs and Community Buy-In](#) section of the RFA for examples.
 - 1b. Data within the last three years to illustrate the needs of the population being served and cite data sources.
 - 1c. Community input or lived experiences that highlight the issue(s) that were collected within the last three years.
 - 1d. How the public will benefit from the proposed project over the next 5-10 years.
 - 1e. How community input was integrated into the overall planning and/or design of the proposed project.
2. Upload documentation of public support, such as results from community surveys, community listening sessions, photos indicating project support, letters of support from community members that live close to the proposed project location or a feasibility study. The documentation will not count toward the character limit.
3. How will you engage the community on an **ongoing** basis during the project period to ensure public support and feedback is integrated continuously?

E. Proposed Project (27,000 characters, not including attachments)

Project Overview

1. Describe the small to medium size planning, design or construction implementation project to be funded by TSET. In your response, please include:
 - 1a. A high-level description of the project,
 - 1b. Primary goals of the project,
 - 1c. Attach a map of where the proposed project will be located,
 - 1d. Attach photos of the proposed project location **with captions**,
 - 1e. For construction projects (required), attach all completed planning, renderings and/or design documents.
2. Have any potential risks been identified in preparation for this project? If so, describe them and explain your plan to mitigate these risks. Consider factors such as:
 - Environmental or site-related challenges,
 - Regulatory or permitting delays,
 - Budget constraints or funding gaps,

- Community or stakeholder concerns,
 - Supply chain disruptions or contractor availability issues,
 - Legal or land ownership complications,
 - Timeline or scheduling conflicts,
 - Unexpected long-term maintenance or infrastructure issues.
3. What steps has your organization already taken to ensure this project is launch/shovel-ready and can begin either immediately or within 75 days of the grant start date? Consider including information for the following:
- Required permits or approvals obtained (or in progress),
 - For construction projects, completed engineering, design or environmental assessments,
 - Any preliminary work (e.g., site prep, demolition, utility planning) already completed.

Public Accessibility

4. Will there be any fees for using the project site once it is completed?
- 4a. If there are plans for any portion of the proposed project site to charge a fee for public use (such as rentals of pavilions, tennis courts, admission fees, etc.), explain a plan to provide free access to the public or offer services based on a sliding fee scale, scholarship and/or reduced rate. If no fees will be charged, mark as N/A.
5. What days/hours of the week will the general public have access to the site?
6. If applicable, please upload a copy of the shared/open/facilities use agreement for the proposed site. See Appendix G: Shared Use Policies and Agreements Examples.

Project Logistics

7. Describe how the project will be overseen by your agency, managed day to day and how your organization will ensure timely updates are communicated to TSET.
8. Describe the team that will manage the project. Be sure to name the applicant agency's project manager, authorized official and financial officer at a minimum. Additionally, please include any contractors that will be hired to execute the proposed project. Upload Attachment G: TSET Grant and Contractor Staffing Table, to complete this question. Focus on those individuals and contractors who will have a critical role in the project.
9. If you plan to hire contractors for the TSET funded portion of the project, list all contractors that you plan to use and what services they will provide. Note: Bids/estimates from each contractor should be uploaded in the 'Budget Supporting Documentation' section of the application.
10. Describe your organization's procurement process and identify any modifications that will be necessary to be able to start work on this project.
11. How will you ensure that the project stays on schedule and within scope and budget?
12. Describe how you will acknowledge TSET's funding and support of the project over

the course of the grant cycle. Examples of acknowledgement may include project communication, signage, publications, social media posts, resources, etc.

Project Partners

13. Describe the funding partners or other key partners that will provide support for the project and will play a crucial role in the completion of the project.

14. **Upload Signed and Dated Letter(s) of Confirmed Match Commitment from Partners or Organizations that are confirmed to be contributing a match towards the proposed project.** Be sure that each letter includes the partner's role in the project, funding or in-kind confirmed match amount and any restrictions to their funding. Note: This information is required for all organizations (including the applicant agency) contributing a match towards the proposed project. If no match is being provided, no upload is necessary.

Note: Confirmed match funding and Letter(s) of Confirmed Match Commitment are required for construction projects impacting a population size over 10,000 people.

F. Project Plan (no character limit)

1. Complete and attach a detailed project plan for each year of requested funding (see Attachment E: Project Plan Instructions and Template for instructions) to identify all major project tasks, an anticipated timeline from startup to completion as well as the responsible parties/stakeholders.

Note: Please provide as much detail as possible, as this document will be used to track the project's progress throughout the grant cycle if funded.

G. Evaluation and Expected Outcomes (6,000 characters, not including attachments)

1. What processes does your organization use to assess, measure and document a project's success and key performance indicators?
2. Upload Attachment B: Built Environment Project Key Performance Indicators (KPI) Tool to indicate what specific and measurable metrics will be utilized to manage and evaluate the success of the proposed project.
3. If your project is funded, how do you plan to communicate your progress and outcomes to the public, stakeholders and/or your community? Please describe any anticipated methods, platforms or partnerships you may use to share key milestones and success stories.
4. It is a requirement that you work with a TSET assigned external evaluator in the implementation of an evaluation plan, post-project or follow-up evaluation design of the project's public use. Are you willing to work with a TSET assigned external evaluator if asked to do so?

H. Sustainability/Maintenance Plan (4,500 characters)

TSET defines sustainability as the ability of a project to thrive independently without TSET funding and characterized by continued community support, financial growth,

sound infrastructure and effective strategies for the management of the project. TSET's funding is short-term and time-limited, but the intent is for the project or portions of the project to continue at the end of the TSET funding agreement.

1. Provide examples of how your organization's past built environment projects have had lasting effects on the community for five years or more after project completion.
2. How will your organization sustain and maintain the project after TSET funding ends?

Consider including details on:

- Funding sources or revenue that will support ongoing maintenance and operations,
- Staffing or organizational commitments to project upkeep,
- Partnerships or agreements for long-term maintenance,
- Estimated costs for general maintenance, utilities, etc,
- Community engagement strategies to ensure continued use and support.

I. Proposed Budget

1. List specific, known costs for the project in the budget justification, providing documentation that supports costs to the greatest extent possible.

Complete and attach Attachment F: Two-Year Budget Template to list specific, known costs for the project for each year of requested funding. Completed information should include a Summary Budget, a detailed Budget Justification for TSET Funding, and a detailed Budget Justification for confirmed Match funding (if matching funds will be utilized) for each year of funding being requested. Include matching funds that are confirmed at the time of application.

2. The budget section of the application in TSET Funding Portal contains a template for the budget summary, or budget category totals, for each grant period. Applicants must complete a budget summary in TSET Funding Portal for each year of funding being requested. This information should align and match what is listed on the Summary Budget worksheets in Attachment F: Two-Year Budget Template.

See Appendix E: Budget Tips & Tools and Matching Funds Guidance for more information on how to address each budget category.

J. Budget Supporting Documentation

1. If TSET is not the only project funder, outline the major cost items that will be covered by the TSET grant if the project is approved for funding. Remember to account for labor, site preparation, fees, permits, project management fees, signage, etc. in the cost. The totals for each of these items must agree with their totals listed in the budget. If this is not applicable to the project, type N/A.
2. Please upload all recent bids and/or quotes within the last three months that detail the proposed costs to be covered by TSET, should the project be approved for funding. Information should include bids and/or quotes for materials, supplies and contracted labor costs.

K. Proposal Appendices (if applicable, no character limit)

To effectively communicate the need and vision of the project, applicants should use verifiable data and visual aids. It is strongly encouraged to include current data, images, graphs and charts in your application, as needed.

Appendices should be used to provide supplemental, illustrative information that cannot be easily captured within the narrative sections of the application. Up to a total of ten (10) pages may be added as appendices material. Materials after page ten (10) will not be reviewed.

L. Required Attachments

The following attachments are required for each application. These documents must be reviewed and approved by TSET before a grant application can move forward to a full application review. Documents are reviewed to determine if the grant application meets the basic eligibility criteria and is complete. These documents include:

- ☐ **TSET Worker's Compensation Insurance Coverage Certification (Attachment A)**
- ☐ **Copy of Workers Compensation Insurance Coverage Policy** or statement of exemption.
- ☐ **Organizational Responsibilities and Assurances Checklist (Attachment C)**, signed by an authorized official of the applicant organization. An authorized official is someone who is allowed to sign contractual agreements on behalf of the organization.
- ☐ **Signed Certification of Non-Acceptance of Tobacco Funds (Attachment D)** is required upon registering and accessing applications in TSET Funding Portal.
- ☐ **Organization's signed and dated Tobacco-Free Policy**, which meets the minimum requirements set forth in Appendix B: Tobacco-Free Policy Template. See Appendix C: Sample Tobacco-Free Policies and Checklists for optional additions to the minimum policy requirement.
- ☐ **Organization's signed and dated Workplace Wellness Policy**. See Appendix D: Sample Workplace Wellness Policy and Instructions for sample policies.

Application Submission

Applications will be accepted via the TSET Funding Portal beginning on September 23, 2025, and must be submitted before 4:00 PM Central Time on November 18, 2025. Applicants can find instructions on registering and applying through the TSET Funding Portal on the TSET website. Applications submitted by mail, hand delivery, fax, email or other means will not be accepted.

No additional information may be submitted after the deadline. However, if, after submission but before the deadline, an applicant realizes a mistake in or omission from their application, changes can be made through the TSET Funding Portal account.

Applicants are strongly encouraged not to wait until the deadline to submit, as technical assistance cannot be guaranteed at the last minute.

Application Review Process

Review Process

Applicants must submit complete applications by the deadline; *late submissions will not be accepted under any circumstances*. Applicants are strongly encouraged to submit all materials in advance of the deadline, as technical assistance may not be available prior to the application close time.

Each application submitted for funding consideration will be reviewed internally by TSET for adherence to the basic requirements listed in these guidelines. Applications needing only administrative document updates or replacements may be eligible for a correction opportunity. Administrative documents are organizational eligibility requirements unrelated to project substance (i.e., narrative, design, scope, implementation, budget, or timeline), including:

- Workers' Compensation Certification and/or policy or statement of exemption
- Certification of Non-Acceptance of Tobacco Funds
- Organizational Assurances Checklist
- Completed organizational policies that meet all minimum requirements submitted without signature(s) and/or date(s)

Applicants will be notified to submit all needed materials and documents and a deadline. *No extensions will be granted*. Failure to do so will result in the application being deemed incomplete and ineligible for further consideration or evaluation.

Applicant organizations who have not met the eligibility or application requirements will not be eligible for funding consideration. It is the applicant's responsibility to ensure adherence to all eligibility and application requirements. **Applications submitted without a document indicated in these guidelines as required will be ineligible for funding consideration.** Applications that are ineligible for review shall be notified after the TSET Board of Directors meets to make funding decisions.

Eligible applications will then be reviewed to determine how well the application meets the established criteria included in this guide and supports the TSET mission. Applications will also be reviewed by external reviewers.

TSET staff will present the entire roster of eligible applications for the funding category and will make funding recommendations to the TSET Board of Directors. Award decisions shall be made at the sole discretion of the board.

Review Criteria

Applications that meet the requirements listed in this guide shall undergo further review in accordance with the criteria below. Applications will be scored on the following areas: applicant organization's background and qualifications, statement of need and public support, proposed project and project plan, evaluation and expected outcomes, sustainability and maintenance plan and proposed budget.

If multiple applications score similarly and exceed the amount of funds available to award, TSET may consider population need and project impact when making final awards.

Upon completion of all reviews, each funding category—Planning and Design and Construction Implementation—will be presented to the TSET Board of Directors separately.

Below are the criteria each reviewer will consider as they review applications. Applicants are advised to carefully read through the criterion below and ensure that their application provides clear answers and explanations to aid in the reviewers' understanding of the project and its need.

Criterion	Maximum Points Possible
Section C: Organization's Background and Qualifications (4,500 character limit) Questions 1, 2a-e: The applicant identifies who they serve and how long the organization has existed. The applicant organization has a track record of successfully managing and completing built environment planning and/or construction projects of equal or greater scale than the proposed project, incorporating feedback from those who will directly benefit from the project. Question 2f: The applicant organization has the necessary resources readily available to manage the proposed project. This includes human resources with the proper expertise and leadership support. Question 3: The project management methods or tools used by the organization are well-suited for the proposed project, providing effective oversight to ensure it remains on schedule, within budget, mitigates risks and maintains clear communication across all stakeholders.	9
Section D: Statement of Need and Public Support (4,500 character limit, not including attachments) Question 1a-c: The applicant clearly outlined and justified the specific need(s) the project addresses, backed by recent data (within the last 3 years) and community input or lived experiences.	15

Question 1d: The applicant was able to demonstrate how the proposed project will create measurable public benefits over the next 5–10 years.

Questions 1e and 2: The applicant worked closely with community members and partners to identify the project's need and plan, and the project reflects their input and priorities.

Question 2: The project has strong support from the community it is designed to benefit, as demonstrated by meaningful engagement efforts, letters of support, etc., and clear alignment with community-identified needs and priorities.

Question 3: Applicant proposed a practical and sustainable plan for ongoing community engagement, ensuring continuous feedback throughout the project's lifecycle.

Section E: Proposed Project Overview (27,000 character limit, not including attachments)

Project Overview

Overall Section Question: The project aligns with one of the strategy funding tracks outlined in the funding opportunity and is positioned to improve the health of Oklahomans.

Question 1: The applicant provided a clear and comprehensive description of the proposed project, outlining both the high-level overview and primary goals. All required attachments are included, such as a map of the project location, site photos and, for construction projects, completed planning documents and/or design renderings. The information is thorough and leaves no uncertainties regarding the general scope of the project.

Question 2: The applicant identified potential risks associated with the proposed project and included a practical plan to mitigate each identified risk.

Question 3: The applicant clearly outlined the steps already taken to ensure the project is launch or shovel-ready either immediately or within 75 days of the grant start date.

The response reflects a strong level of preparedness and minimizes the potential of implementation delays. For construction projects, the completion of planning and design work is clearly demonstrated.

Public Accessibility:

Questions 4-6: The applicant clearly states hours and fees (if applicable) associated with use of the proposed project which includes a thoughtful plan to ensure access for everyone (i.e., free use periods, low-cost sliding fee scales, scholarships or reduced rates). The response is supported by a shared, open use or joint use agreement if applicable.

Project Logistics:

39

Question 7: The applicant provided a clear description of how the project will be managed on a day-to-day basis, including roles, responsibilities and oversight processes. A lead agency project manager has been identified to oversee the project and a plan is in place to provide timely project updates to TSET.

Question 8: The applicant provided a realistic plan to hire staff and contractors. The staffing table includes the required minimum applicant agency staff to include an authorized official, financial officer and a project manager. The plan includes a timeline for hiring key personnel and contractors. The proposed hiring timeline aligns with the grant requirement to begin project construction or implementation either immediately or within 75 days of the grant start date.

Question 9: If any contractors are proposed for the TSET-funded portion of the project, the applicant identified all contractors planned for the TSET-funded portion of the project and outlined the services each will provided. The response is supported by bids and/or cost estimates uploaded in the 'Budget Supporting Documentation' section, demonstrating thorough vetting of the project.

Question 10: The applicant provided a solid description of their organization's procurement process, including any necessary modifications that may be needed to be able to begin project implementation or construction within 75 days of the grant start date.

Question 11: The applicant provided a realistic plan to ensure the project stays on schedule, within scope and within budget. Response demonstrates a proactive approach to project management.

Question 12: The applicant has outlined a clear plan to acknowledge TSET's funding and support throughout the duration of the grant cycle, aiming to enhance both the visibility of the project and TSET's contribution.

Project Partners:

Question 13: The applicant identified key funding and project partners, clearly outlining their roles and contributions towards the successful completion of the project. The response reflects strong collaboration and demonstrates how these partners will actively support project implementation.

Question 14: Project includes signed Letter(s) of Match Commitment for each reported match dollar that has already been confirmed at the time of the application. If no match is being provided, this question will not be scored. Note: Confirmed match funding is required for construction projects impacting a population size over 10,000 people.

<u>Section F: Project Plan (no character limit)</u> 1. Project plan is fully detailed, with clear and realistic project milestones, anticipated start dates and deadlines. 2. Project milestones align with the proposed scope of work, are feasible and achievable within the time frame of the grant. 3. Project plan clearly assigns responsibilities/tasks for every project milestone, ensuring accountability. 4. Project plan includes major work that needs to be accomplished for each year of requested funding. Project plan indicates that implementation of the project will begin either immediately or within 75 days of the grant start date.	15
<u>Section G: Evaluation and Expected Outcomes</u> (6,000 character limit, not including attachments) Question 1: The applicant has an existing system for assessing, measuring and documenting project successes and key performance indicators for projects like the one being proposed. Question 2: Key performance indicators listed are aligned with measuring the success of the proposed outcomes with appropriate data collection tools/sources identified. Question 3: Applicant has a clear plan to regularly update stakeholders and the community on the proposed project's progress and outcomes, ensuring transparency, accountability and continued support throughout the project. Question 4: Applicant agrees to work with a TSET assigned external evaluator on the implementation of a project evaluation plan.	12
<u>Section H: Sustainability/Maintenance Plan</u> (4,500 character limit) Question 1: The applicant has a track record of sustaining, maintaining and/or expanding built environment planning and/or construction projects 5 or more years after a project has been completed. Question 2: The applicant presented a strong and realistic strategy for securing additional funding and/or resources after the grant period, so that the project can keep going and be successfully maintained over time.	6
<u>Sections I and J: Proposed Budget and Budget Supporting Documentation</u> 1. Budget provides a clear breakdown of costs associated with the proposed project scope. 2. Budget line items include clear explanations to support the proposed expenses. 3. Applicant has fully vetted their project's budget, providing bids/quotes from vendors from the past three months.	9
Base Points for All Applications	105
<u>Preference Criteria for all Applications</u>	5

Note: All preference criteria below must be met to receive the full 5 points. If one of more preference criteria listed below are not met, no additional points will be awarded. 1. Applicant includes an effective plan for active community buy-in for the duration of the project. 2. Project incorporates the results of a local needs assessment completed within the past three years involving public input.					
<u>Preference Criteria for Applications Related to Planning and Design</u> Note: All preference criteria below must be met to receive the full 5 points. If one of more preference criteria listed below are not met, no additional points will be awarded. 1. Confirmed matching funds will be used to help support the proposed project. 2. Each confirmed match funding contributor is clearly identified and how each funder will directly support the proposed project. 3. Project includes signed Letter(s) of Match Commitment for each reported match dollar that has already been confirmed at the time of the application. 4. Matching funds are clearly identified and appropriately integrated into the budget.	5				
<table border="0" style="width: 100%;"> <tr> <td style="text-align: right;">Maximum Points Possible for Construction</td> <td style="text-align: right;">110</td> </tr> <tr> <td style="text-align: right;">Maximum Points Possible for Planning & Design</td> <td style="text-align: right;">115</td> </tr> </table>		Maximum Points Possible for Construction	110	Maximum Points Possible for Planning & Design	115
Maximum Points Possible for Construction	110				
Maximum Points Possible for Planning & Design	115				

Awards

All awards are made at the sole discretion of the TSET Board of Directors and are subject to the availability of funds. Typically, award decisions are made during a [regular meeting of the TSET Board of Directors](#), which are open to the public. All applicants will receive an email notification of the TSET Board of Directors' funding decisions within two business days of the meeting. Awarded applicants will then work with TSET to develop a cooperative agreement. The agreement must be fully executed by both parties prior to the performance of any work under the grant.

Post-Award Processes

Discussions and Negotiations

TSET will review each application based on the documents submitted but may engage the awardee in negotiations of the project plan and/or budget prior to issuing a cooperative agreement. Negotiations may be conducted in writing, by phone or by virtual meeting. Terms, conditions, budgets, methodology or other features of the applicant's application may be subject to negotiation and subsequent revision. The mandatory requirements of the RFA shall not be negotiable and shall remain unchanged unless TSET determines that a change in such requirements is in the best interest of the State of Oklahoma. At TSET's sole

discretion, TSET may terminate negotiations and cancel any award if the parties are unable to finalize a cooperative agreement within 60 days of the grant start date.

Cooperative Agreement and Terms and Conditions

Upon award, a cooperative agreement will be developed between TSET and the awardee (now referenced to as grantee). This guide, all documents included in the grantee's application, any negotiated revisions to the application and an agreed upon set of terms and conditions shall comprise the cooperative agreement. It is the sole responsibility of the grantee to review the agreement's terms and conditions prior to signing the agreement. The terms and conditions appear at the end of this guide under Appendix A: Terms and Conditions.

Vendor Registration

The grantee must complete the State of Oklahoma's vendor registration process upon notification of award. TSET will inform the grantee of the requirements of that process upon notification of award.

Electronic Funds Transfer Registration

The State of Oklahoma requires that vendors receive payments via electronic funds transfer (EFT). The Office of Management and Enterprise Services (OMES) will instruct the grantee on the appropriate steps to take to ensure registration for EFT payments.

Payments

Payments are made on a cost reimbursement basis. Items are billed to TSET based on the actual cost for the good or service and only after the grantee has received and paid for the good or service.

Claims for reimbursement must be submitted to TSET monthly via TSET Funding Portal. Monthly claims are due by the 30th day of the following month during which costs were incurred. Failure to submit monthly claims for reimbursement within 30 days of the end of the month may result in a reduction of funding or termination of the grant agreement.

Reporting

At a minimum, grantees will submit a monthly report to include project, financial and evaluation information to TSET. A complete report will include an updated project plan, key performance indicators and a written progress report, all using TSET's monthly reporting templates. When completing the report, grantees should be prepared to discuss project milestones that were completed within the reporting period in the written monthly report. Additional information may be required and will be requested on a case-by-case basis. Grantees may be required to submit any and all program and evaluation reports provided to or from other funding sources.

Required Activities to Support TSET State Goals

Throughout the funding period, the grantee will be expected to actively engage with local public officials to promote the TSET mission. During the project, the grantee may be asked to support other TSET initiatives and programs that align with strategic goals for improving health. Additional guidance on how to support and collaborate will be provided at the appropriate time to ensure consistent implementation.

Project Evaluation

Grantees must participate in all mandatory evaluation activities, including the submission of required reports and other types of relevant information requested by TSET or TSET-funded contractors and must work collaboratively with the assigned external evaluator in meeting the evaluation plan requirements. Evaluators may require the grantee to provide access to program records as well as facilitate access to other information as requested to calculate costs and benefits. Evaluation of the project will be conducted annually.

Publicity

During the funding period, TSET will periodically work with the grantee to issue press releases, op-eds, social media posts and other communications regarding the TSET-funded project. Should the grantee wish to publicize its own work, the grantee shall not publish any comments or quotes from TSET employees or include TSET in either news releases or a published list of customers without the prior written approval of TSET. Any promotional or media materials created for the program or services provided herein, including but not limited to, award submissions, notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the grantee, shall identify TSET as the sponsor and shall not be released prior to receiving written approval by TSET.

Signage

TSET requires that projects funded under this opportunity publicly acknowledge the agency upon completion. This acknowledgement includes placing permanent signage recognizing TSET's funding commitment. TSET's Strategic Communication division will advise grantees on signage and acknowledgement requirements during the grant term. Grantees may budget TSET funds for purchase and placement of signage for their completed project. TSET can assist with signage purchases through the Strategic Communication category of the budget, or grantees may purchase their own signage through the other budget category. Grantees are advised that if they purchase their own signage, they must still work with TSET staff to ensure the correct attribution to and logo usage for the agency.

In addition to signage acknowledging TSET's funding, grantees must also ensure that tobacco-free signage is placed near the area(s) enhanced by TSET funding. Breathe Easy or other tobacco-free signs may be purchased with TSET funds if the grantee does not

already have them. Grantees can work with their Communication Strategist to procure these signs during the grant period.

Release of Information

Pursuant to *Title 62 O.S. § 2309(D)(4)*, any application submitted under this funding opportunity shall be confidential until the date and time of award, at which point related documents and information shall be subject to the Oklahoma Open Records Act (*Title 51 O.S. § 24A.1 et seq.*) and Oklahoma Open Meeting Act (*Title 25 O.S. § 301 et seq.*).

Questions

Questions about this funding opportunity must be submitted in writing via the TSET website under the [TSET Built Environment Grants](#) section. Answers will be posted on the same TSET webpage on October 15, 2025, and November 5, 2025. Questions received after 4:00 PM on October 24, 2025, may not receive a response. When posing questions, every effort should be made to be concise and include the page number and section references, when possible. It is the applicant's responsibility to check the TSET website for answers to submitted questions.

TSET cannot respond to questions about if an organization's specific project is eligible for a TSET grant. Potential applicants should read the open TSET RFA to determine if the organization's project aligns with the TSET mission and the specific RFA's scope of work. Assistance requests associated with any documents in this guide may be submitted to grantsmanagement@tset.ok.gov. Assistance requests associated with TSET Funding Portal, such as registering or locating the application, should be submitted to the [TSET Funding Portal Technical Assistance Webform](#).

Appendices and Attachments

Appendices and attachment forms provided in this RFA are listed below and can be accessed by clicking on the name of the document or by clicking the paperclip icon on the side navigation pane in Adobe. If you cannot see a paperclip icon in Adobe, please ensure that you have fully downloaded this guide and have opened it from your desktop rather than from within your internet browser.

Appendices

Appendix A: Terms and Conditions
Appendix B: Tobacco-Free Policy Template
Appendix C: Sample Tobacco-Free Policies and Checklists
Appendix D: Sample Workplace Wellness Policy and Instructions
Appendix E: Budget Tips, Tools and Matching Funds Guidance
Appendix F: Built Environment Assessment Guidance Document
Appendix G: Shared Use Policies and Agreements Examples

Attachments

Attachment A: TSET Workers Compensation Insurance Coverage Certification
Attachment B: Built Environment Project Key Performance Indicators Tool
Attachment C: Organizational Responsibilities and Assurances Checklist
Attachment D: Certification of Non-Acceptance of Tobacco Funds
Attachment E: Project Plan Instructions and Template
Attachment F: Two-Year Budget Template
Attachment G: TSET Grant and Contractor Staffing Table



**CERTIFICATION FOR COMPETITIVE
BID AND/OR CONTRACT
(NON-COLLUSION CERTIFICATION)**

Item 1.

Note: A certification shall be included with any competitive bid and/or contract exceeding \$25,000.00 submitted to the state for goods or services.

GENERAL INFORMATION

Agency name TSET	Agency # 092
Supplier or bidder legal name	Solicitation # or purchase order #

Section 1 74 O.S. § 85.22

- A.** For purposes of any competitive bid or contract executed by the state for an acquisition in excess of the fair and reasonable acquisition threshold amount, I certify:
1. I am the duly authorized agent of the above-named supplier or bidder for the purpose of certifying the facts pertaining to the existence of collusion among and between bidders and suppliers and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in connection with the prospective acquisition.
 2. I am fully aware of the facts and circumstances surrounding the acquisition or making of the bid to which this statement relates and have been personally and directly involved in the events leading to the acquisition or submission of such bid.
 3. Neither the business entity that I represent in this certification nor anyone subject to the business entity's direction or control has been a party to:
 - a. Any collusion among bidders or suppliers in restraint of freedom of competition by agreement to bid or contract at a fixed price or to refrain from bidding or contracting.
 - b. Any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract.
 - c. Any discussions between bidders or suppliers and any state official concerning exchange of money or other thing of value for special consideration in connection with the prospective contract.
- B.** I certify, if awarded the contract, whether competitively bid or not, neither the business entity I represent nor anyone subject to the business entity's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of this state any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement relates.

Section 2 74 O.S. § 85.42

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

Section 3 74 O.S. § 582

For the purpose of a contract for goods or services, the supplier also certifies it is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the state.

Section 4 74 O.S. § 12005

For the purpose of a contract for goods or services, the supplier also certifies it is not currently engaged in a boycott of energy companies and will not boycott energy companies during the term of the contract.

Section 5 DEBARMENT, SUSPENSION OR OTHER RESPONSIBILITY MATTERS

For the purpose of a contract for goods or services, the supplier certifies any debarment, suspension, indictments, convictions, civil judgments and terminated public contracts have been disclosed to the state purchasing director.

Section 6 74.O.S. § 85.5

For the purposes of a contract for the physical performance of services, the supplier also certifies it is in compliance with the provisions of Section 1313 of Title 25 of the Oklahoma Statutes requiring all suppliers to register and participate in the Status Verification System to verify the work eligibility status of all new employees.

Section 7 21 O.S. § 1289.31

For the purpose of a contract for goods or services, the supplier also certifies it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate against a firearm entity or firearm trade association during the term of the contract.

Section 8 74 O.S. § 85.22C

List of all known business or familial relationships that currently exist or which existed within one year prior to the date on this form between any officer or director of the supplier and any officer or employee of the state agency listed on Page 1. State the names of persons with such relationships, their position within the organization, and the nature of such relationships.

- 1.
- 2.
- 3.

If no such relationships exist, check the box below:

☐ There are no known business or familial relationships that currently exist or which existed within one year prior to the date on this form between any officer or director of the supplier and any officer or employee of the state agency stated above.

Section 9 74 O.S. § 85.42(B)

Pursuant to 74 O.S. § 85.42(B), the supplier certifies that no person involved in any manner in the development, approval or negotiation of the contract, including change orders, extensions, renewals or amendments, while employed by the State of Oklahoma shall be employed or given anything of value to fulfill any services provided under the contract, including change orders, extensions, renewals or amendments.

SIGNATURE

By signing below, the undersigned duly authorized agent for the above-named bidder or supplier acknowledges this certification statement is executed for the purposes of one of the following:

- ☐ The competitive bid attached herewith and contract, if awarded to said supplier.
- ☐ The contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma Statutes.

I state under penalty of perjury under the laws of Oklahoma that the foregoing is true and correct.

Supplier authorized signature		Certified this date	
Name		Email	
Title	Phone	Fax	



CITY OF NORMAN

Kids Space TSET GRANT

Item 1.

CITY OF NORMAN
Building an Inclusive Community

80

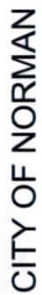




CITY OF NORMAN



Item 1.





CITY OF NORMAN

TSET GRANT

Year 1 - \$299,000

(2026)

Year 2 - \$299,000

(2027)

\$598,000

City Portion - \$400,000

**Funded through the Norman Forward
Fund**



CITY OF NORMAN

Item 1.

TSET GRANT

Year 1

- Play Area - 5-12 y/o
- Fence
- Sidewalk
- Signage
- Artwall

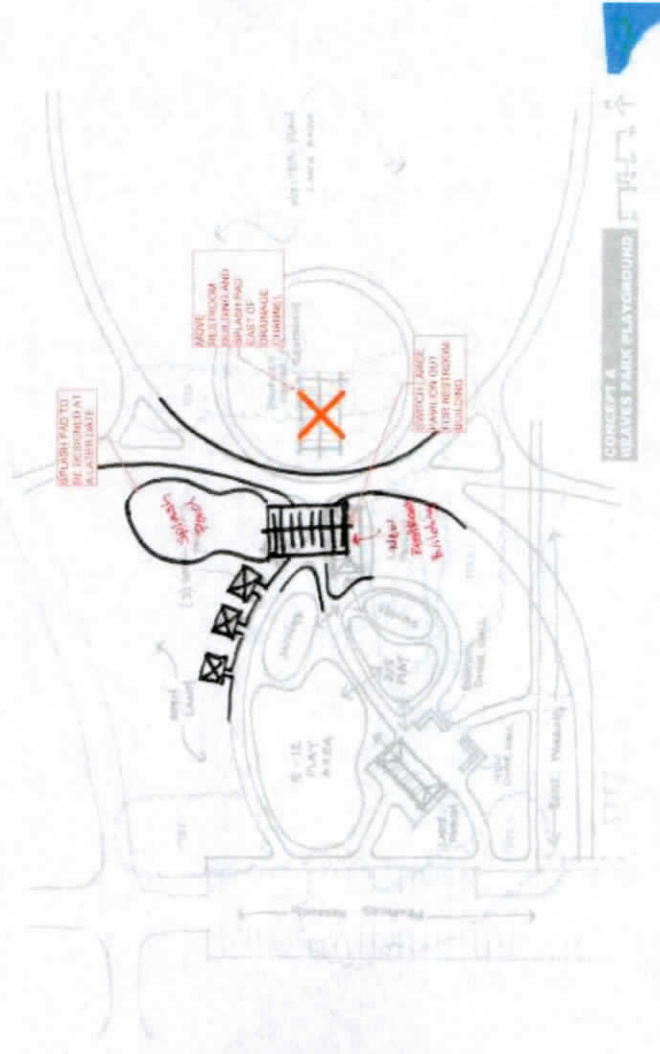
Year 2

- Play Area - 2-5 y/o
- Public Art
- Fence
- Sidewalk
- Signage

Misc. Projects

- Large Shelters*
- Small Shelters
- Restroom Building

*OU School of Architecture





CITY OF NORMAN

QUESTIONS



405-366-5472



ParksRec@NormanOK.gov



NormanParks.com



CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

**Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, September 08, 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

PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATIONS

1. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2627-7: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SUNDAY, SEPTEMBER 27, 2026, AS MONARCHS IN THE PARK DAY IN THE CITY OF NORMAN, AND CELEBRATING THE PATHWAYS FOR POLLINATORS AND PEOPLE PARTNERSHIP, THE ACCOMPANYING CONSERVATION GRANT PROGRAM, AND THE NEW CITY HALL POLLINATOR GARDENS AND MURAL.

2. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2627-8: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF SEPTEMBER 2026, AS HEALTHY AGING MONTH IN THE CITY OF NORMAN.
3. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND OR POSTPONEMENT OF PROCLAMATION P-2627-9: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SEPTEMBER 15, 2026, THROUGH OCTOBER 15, 2026, AS HISPANIC HERITAGE MONTH IN THE CITY OF NORMAN.
4. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2627-10: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF SEPTEMBER 2026, AS SUICIDE PREVENTION MONTH IN THE CITY OF NORMAN.
5. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2627-11: PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF SEPTEMBER 17 THROUGH 23, 2026, AS CONSTITUTION WEEK 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 6 through Item 28 be placed on the consent docket.

APPROVAL OF MINUTES

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

CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE MEETING MINUTES OF MAY 28, 2026, JUNE 25, 2026, AND MARCH 25, 2021.

CITY COUNCIL STUDY SESSION MEETING MINUTES OF JULY 20, 2021.

CITY COUNCIL BUSINESS AND COMMUNITY AFFAIRS COMMITTEE MEETING MINUTES OF FEBRUARY 2, 2023.

First Reading Ordinance

7. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2526-72 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 28-601 ("STANDARDS") OF ARTICLE 28-VI ("OFF-PREMISES SIGNS") WITHIN CHAPTER 28 ("SIGN REGULATIONS") OF THE CODE OF THE CITY OF NORMAN TO ADOPT CORRECTED LANGUAGE FULLY IMPLEMENTING PREVIOUSLY-APPROVED STANDARDS; AND PROVIDING FOR THE SEVERABILITY THEREOF.
8. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2627-2 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 LYING IN THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 2 WEST, OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA FROM A PUD, PLANNED UNIT DEVELOPMENT AND PLACE THE SAME IN A PUD, PLANNED UNIT DEVELOPMENT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (4403 12th AVE S.E.; WARD 7)
9. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2627-3 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 IN THE NORTHEAST 2.78 FEET OF LOT 5 AND ALL OF LOT 6, BLOCK 29, OF THE ORIGINAL TOWN OF THE CITY OF NORMAN, CLEVELAND COUNTY, STATE OF OKLAHOMA, FROM THE C-2, GENERAL COMMERCIAL DISTRICT, AND PLACE SAME IN THE R-3, MULTIFAMILY DWELLING DISTRICT, AND PROVIDING FOR THE SEVERABILITY THEREOF. (404 E SYMMES; WARD 4)
10. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2627-9 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, AMENDING SECTION 24-403 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN TO FORBID DISTURBING THE PEACE OF ANOTHER BY LIGHT TRESPASS AS DEFINED THEREIN; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Reports/Communications

11. 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.

12. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF THE RECEIPT OF THE ANNUAL REPORT FROM FIREHOUSE ART CENTER TO THE BOARD OF PARK COMMISSIONERS

13. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF RECEIPT OF THE ANNUAL REPORT FROM THE NORMAN OPTIMIST CLUB TO THE BOARD OF PARK COMMISSIONERS

14. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF RECEIPT OF THE ANNUAL REPORT FROM WESTWOOD GOLF AND GOLF MAINTENANCE TO THE BOARD OF PARK COMMISSIONERS

Court Order

15. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A COURT ORDER: A RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE AMOUNT OF \$115,710.00 REGARDING SPENCER ALAN STEELE VS. THE CITY OF NORMAN, OKLAHOMA WORKERS' COMPENSATION COMMISSION CASE 2025-06683 Q.

Settlement

16. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-35: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF THE CLAIM FILED BY DONALD PACZOSA UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASES OF *DONALD PACZOSA V. THE CITY OF NORMAN*, WORKERS' COMPENSATION COMMISSION CASE 2026-00253 K; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COMMISSION, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COMMISSION JUDGMENT FROM THE RISK MANAGEMENT INSURANCE FUND.

Donation

17. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$1,500.00 FROM BEST FRIENDS ANIMAL SOCIETY TO BE USED AT THE NORMAN ANIMAL WELFARE CENTER AND BUDGET APPROPRIATION.

18. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$500.00 FROM LINDA ESGAR TO BE USED AT THE NORMAN ANIMAL WELFARE CENTER.

19. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$1,520.00 FROM CHICKASAW DEPARTMENT OF COMMERCE TO BE USED AT THE NORMAN ANIMAL WELFARE CENTER.

Final Plat

20. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF FP-2627-4: APPROVAL OF THE FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT, A REPLAT FOR LOT 4, BLOCK 1, UNIVERSITY NORTH PARK, SECTION XXI, A PLANNED UNIT DEVELOPMENT, (GENERALLY LOCATED 240-FEET SOUTH OF ROCK CREEK ROAD ON THE EAST SIDE OF 24TH AVENUE N.W. (WARD 8).

Contracts

21. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-1011-158: BY AND BETWEEN THE CITY OF NORMAN AND NEW CINGULAR WIRELESS PCS, L.L.C., FOR PARTIAL LEASE OF THE ROBINSON MONOPOLE COMMUNICATION TOWER LOCATED ON STREETS/STORMWATER FACILITY GROUNDS AT 668 E LINDSEY. (WARD 7)
22. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AUTHORIZATION OF WORK ORDER ONE FOR ON-CALL CONTRACT K-2526-73: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND GARVER L.L.C., IN THE AMOUNT OF \$305,951.00 TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE FRANKLIN ROAD AND PORTER AVENUE ROUNDABOUT PROJECT AND BUDGET TRANSFER. (WARD 6)
23. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-53: A PROJECT AGREEMENT WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE CONSTRUCTION OF THE TECUMSEH ROAD-24TH AVENUE NW AND FLOOD AVENUE INTERSECTIONS PROJECT AND ADOPTION OF RESOLUTION R-2627-33 ADOPTING THE ODOT PROJECT AGREEMENT; AND APPROPRIATION OF FUNDS. (WARD 8)
24. CONSIDERATION OF THE APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2627-56: CERTIFIED LOCAL GOVERNMENTS GRANT FUNDING IN THE AMOUNT OF \$8,875 TO BE USED FOR THE DEVELOPMENT AND SUPPORT OF LOCAL HISTORIC PROGRAMS, APPROVAL OF CONTRACT K- 2627-56 WITH THE OKLAHOMA HISTORICAL SOCIETY, STATE HISTORIC PRESERVATION OFFICE, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

25. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RATIFICATION OF CONTRACT TASK ORDER NUMBER FOUR 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.

Resolutions

26. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF R-2627-29: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION TO THE FEDERAL TRANSIT ADMINISTRATION'S FISCAL YEAR 2026 BUS AND BUS FACILITIES GRANT PROGRAM (5339b) TO UPGRADE CAD-AVL SOFTWARE FOR THE TRANSIT FLEET; AND EXPRESSING ITS COMMITMENT TO SEEK FUNDING FOR THE LOCAL MATCH IF SUCH GRANT IS AWARDED AND PROJECT APPROVED.
27. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF R-2627-30: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION TO THE FEDERAL TRANSIT ADMINISTRATION'S FISCAL YEAR 2026 BUS AND BUS FACILITIES 5339c PROGRAM FOR THE PURCHASE OF THREE 24-FOOT CNG CUTAWAY BUSES; AND EXPRESSING ITS COMMITMENT TO SEEK FUNDING FOR THE LOCAL MATCH IF SUCH GRANT IS AWARDED AND PROJECT APPROVED.
28. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-32: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, REQUESTING THE APPROPRIATION OF DONATED FUNDS IN THE AMOUNT OF \$15,000 FROM THE ANIMAL WELFARE DONATIONS ACCOUNT THE ANIMAL WELFARE ACCOUNT MINOR EQUIPMENT AND TOOLS- OTHER ACCOUNT FOR THE PURCHASE OF TWO NEW STORAGE SHEDS FOR THE NORMAN ANIMAL WELFARE CENTER.

NON-CONSENT ITEMS

Second Reading Ordinance

29. 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)

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/08/2026

REQUESTER: Karla Sifton, Administrative Tech IV

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF THE RECEIPT OF THE ANNUAL REPORT FROM FIREHOUSE ART CENTER TO THE BOARD OF PARK COMMISSIONERS

BACKGROUND:

The Norman Firehouse Art Center (FAC) is a non-profit 501(c)(3) corporation founded in 1970 as a community arts center, operating out of a vacated, city-owned building that previously served as a fire station. The facility has since been transformed into a house of professional visual arts studios, which accommodate both adult and youth art education programming, a gift shop, and a dedicated exhibition gallery space. The FAC provides art education programming in Norman public elementary schools and serves as a partner to many community events.

DISCUSSION:

The City has a Lease Agreement, K-2627-25, with FAC and pursuant to that agreement, FAC is able to receive supportive funding from the City, through Funding Disbursement Agreements (the current Funding Disbursement Agreement, K-2324-41), to assist with the operation of the Center, including the visual arts studios, adult and youth art education programs, a gift shop, and an exhibition gallery. FAC gave its annual presentation to the Board of Park Commissioners on August 6, 2026. Their presentation included information about their events, programming, rentals, and 2024-2025 financials.

RECOMMENDATION:

It is recommended that the City Council accept the Firehouse Art Center annual report for the 2025 calendar year.

File Attachments for Item:

12. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF THE RECEIPT OF THE ANNUAL REPORT FROM FIREHOUSE ART CENTER TO THE BOARD OF PARK COMMISSIONERS



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/08/2026

REQUESTER: Karla Sitton, Administrative Tech IV

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF RECEIPT OF THE ANNUAL REPORT FROM THE NORMAN OPTIMIST CLUB TO THE BOARD OF PARK COMMISSIONERS

BACKGROUND:

The Norman Optimist Club (NOC) is a non-profit organization dedicated to serving the youth of Norman and surrounding areas. NOC was established on February 7, 1974, and offers sports programs to include basketball, fall flag football and fall tackle football, spring volleyball, winter basketball, baseball, softball, fall sideline cheer and summer camps and clinics.

DISCUSSION:

The City has Contract K-1819-70 with the Norman Optimist Club (NOC) to manage the youth softball and baseball programs, the adult softball program and allows use of the fields at Reaves Park. NOC also provides youth basketball and volleyball programs at the Young Family Athletic Center (YFAC). NOC gave its annual presentation to the Board of Park Commissioners on May 7, 2026. Their presentation included information about their events, programming, rentals, and 2024-2025 financials.

RECOMMENDATION:

It is recommended that the City Council accept the Norman Optimist Club's (NOC) annual report for the 2025 calendar year.

File Attachments for Item:

13. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF RECEIPT OF THE ANNUAL REPORT FROM THE NORMAN OPTIMIST CLUB TO THE BOARD OF PARK COMMISSIONERS



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/08/2026

REQUESTER: Karla Sitton, Administrative Tech IV

PRESENTERS: Jason Olsen, Director of Parks & Recreation

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF RECEIPT OF THE ANNUAL REPORT FROM WESTWOOD GOLF AND GOLF MAINTENANCE TO THE BOARD OF PARK COMMISSIONERS

DISCUSSION:

The Westwood Golf Course was designed in 1967 by golf architect Floyd Farley and later redesigned by Tripp Davis in 2003. The 6,200-yard course was recently renovated and features wide, tree-lined fairways and gently contoured greens, twenty (20) traps and several water hazards. The challenging, yet playable, course is perfect for the weekend golfer or the advanced competitor. Open year-round, Westwood is well-known throughout the metropolitan area as an excellent municipal golf course that consistently offers exceptional greens.

Along with the course itself, the facility features an on-site driving range (featuring "Lunch and Launch" on weekdays), practice putting and chipping greens, a clubhouse, a golf shop, a restaurant, and an outdoor scoreboard with an adjoining patio. Rates are affordable and tee times and professional lessons are both available daily. Every year, the course hosts The Westwood Invitational, a 3-day, 54-hole stroke-play tournament that usually takes place around July 4th. It is one of the state's largest and longest running tournaments.

DISCUSSION:

Westwood Golf and Golf Maintenance gave its annual presentation to the Board of Park Commissioners on August 6, 2026. Their presentation included information about their events, programming, and rentals.

RECOMMENDATION:

It is recommended that the City Council accept Westwood Golf and Golf Maintenance's annual report for the 2025 calendar year.

File Attachments for Item:

14. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF RECEIPT OF THE ANNUAL REPORT FROM WESTWOOD GOLF AND GOLF MAINTENANCE TO THE BOARD OF PARK COMMISSIONERS

City of Norman, OK

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



Meeting Agenda

Amended

Tuesday, September 22, 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, September 08, 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

PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATIONS

1. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2627-7: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SUNDAY, SEPTEMBER 27, 2026, AS MONARCHS IN THE PARK DAY IN THE CITY OF NORMAN, AND CELEBRATING THE PATHWAYS FOR POLLINATORS AND PEOPLE PARTNERSHIP, THE ACCOMPANYING CONSERVATION GRANT PROGRAM, AND THE NEW CITY HALL POLLINATOR GARDENS AND MURAL.

2. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2627-8: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF SEPTEMBER 2026, AS HEALTHY AGING MONTH IN THE CITY OF NORMAN.
3. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND OR POSTPONEMENT OF PROCLAMATION P-2627-9: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SEPTEMBER 15, 2026, THROUGH OCTOBER 15, 2026, AS HISPANIC HERITAGE MONTH IN THE CITY OF NORMAN.
4. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2627-10: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF SEPTEMBER 2026, AS SUICIDE PREVENTION MONTH IN THE CITY OF NORMAN.
5. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2627-11: PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF SEPTEMBER 17 THROUGH 23, 2026, AS CONSTITUTION WEEK 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 6 through Item 28 be placed on the consent docket.

APPROVAL OF MINUTES

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

CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE MEETING MINUTES OF MAY 28, 2026, JUNE 25, 2026, AND MARCH 25, 2021.

CITY COUNCIL STUDY SESSION MEETING MINUTES OF JULY 20, 2021.

CITY COUNCIL BUSINESS AND COMMUNITY AFFAIRS COMMITTEE MEETING MINUTES OF FEBRUARY 2, 2023.



CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, September 22, 2026 at 6:30 PM

AGENDA

AMENDED

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

PROCLAMATIONS

1. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2627-6: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF OCTOBER 2026, AS DOMESTIC VIOLENCE AWARENESS MONTH IN THE CITY OF NORMAN.

2. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2627-12: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF OCTOBER 2026, AS PEDESTRIAN SAFETY MONTH IN THE CITY OF NORMAN.
3. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2627-13: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF OCTOBER 2026, AS COMMUNITY PLANNING MONTH IN THE CITY OF NORMAN.
4. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2627-14: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF OCTOBER, 2026, AS NATIONAL BULLYING PREVENTION MONTH IN THE CITY OF NORMAN.
5. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2627-17: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF SEPTEMBER 28, 2026, TO OCTOBER 2, 2026, AS FINANCE AND ACCOUNTING APPRECIATION WEEK 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 6 through Item 33 be placed on the consent docket.

APPROVAL OF MINUTES

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

CITY COUNCIL MEETING MINUTES OF JUNE 23, 2026; JULY 14, 2026; JULY 28, 2026; AUGUST 11, 2026; AUGUST 25, 2026; AND SEPTEMBER 8, 2026.

NORMAN UTILITIES AUTHORITY MEETING MINUTES OF JUNE 23, 2026; JULY 14, 2026; JULY 28, 2026; AUGUST 11, 2026; AUGUST 25, 2026; AND SEPTEMBER 8, 2026.

NORMAN MUNICIPAL AUTHORITY MEETING MINUTES OF JUNE 23, 2026; JULY 14, 2026; JULY 28, 2026; AUGUST 11, 2026; AUGUST 25, 2026; AND SEPTEMBER 8, 2026.

NORMAN TAX INCREMENT FINANCE AUTHORITY MEETING MINUTES OF JUNE 23, 2026; JULY 14, 2026; JULY 28, 2026; AUGUST 11, 2026; AUGUST 25, 2026; AND SEPTEMBER 8, 2026.

NORMAN PARKING AND TRANSIT AUTHORITY MEETING MINUTES OF JUNE 23, 2026; JULY 14, 2026; JULY 28, 2026; AUGUST 11, 2026; AUGUST 25, 2026; AND SEPTEMBER 8, 2026.

CITY COUNCIL CONFERENCE MEETING MINUTES OF JULY 14, 2026; JULY 28, 2026; AUGUST 11, 2026; AND AUGUST 25, 2026.

CITY COUNCIL SPECIAL MEETING MINUTES OF JUNE 30, 2026, AND JULY 21, 2026.

First Reading Ordinance

7. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-65 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 LYING IN THE SOUTHEAST QUARTER (SE/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA FROM A PUD, PLANNED UNIT DEVELOPMENT AND PART OF THE EAST HALF (E/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, FROM A-2, RURAL AGRICULTURAL DISTRICT, AND THE NORTHWEST QUARTER (NW/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA FROM PL, PARK LAND DISTRICT, AND PLACE THE SAME IN THE R-1, SINGLE-FAMILY DWELLING DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NEAR 12TH AVE SE AND CEDAR LANE RD; WARD 7)

8. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2627-14 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ADDING SECTION 32-208 TO ALLOW BICYCLISTS TO SAFELY PROCEED THROUGH A STOP SIGN OR RED SIGNAL LIGHT; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Reports/Communications

9. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF AUGUST 31, 2026, AND DIRECTING THE FILING THEREOF.
10. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF THE MONTHLY DEPARTMENTAL REPORT FOR THE MONTH OF AUGUST 2026.
11. CONSIDERATION OF SUBMISSION, ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE CITY MANAGER'S CONTRACT AND CHANGE ORDER REPORT AND DIRECTING THE FILING THEREOF.
12. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE CITIZENS PUBLIC SAFETY SALES TAX OVERSIGHT COMMITTEE ANNUAL REPORT FOR FYE 2026.
13. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE RECEIPT OF THE ANNUAL REPORT FROM SOONER THEATRE TO THE BOARD OF PARK COMMISSIONERS.
14. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF THE RECEIPT OF THE ANNUAL REPORT FROM MOORE-LINDSAY HISTORICAL HOUSE MUSEUM TO THE BOARD OF PARK COMMISSIONERS.

Authorization for Purchase

15. CONSIDERATION OF AUTHORIZATION, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT FOR THE PURCHASE OF LIFT STATION D REPLACEMENT PUMP FROM HAYNES EQUIPMENT COMPANY IN THE AMOUNT OF \$96,788.00, SOLE SOURCE AUTHORIZATION AS OUTLINED IN THE STAFF REPORT.

Surplus

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

Easement

17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF TEMPORARY DRIVEWAY EASEMENT E-2627-22: IN THE AMOUNT OF \$0.00 FOR THE LINDSEY STREET SPECIAL CORRIDOR PROJECT FROM PICKARD AVENUE TO ELM AVENUE AS OUTLINED IN THE STAFF REPORT. (WARD 4 AND 7)

Return of Cash Surety

18. CONSIDERATION OF AWARDED, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE RETURN OF CASH SURETY FOR DEFERRED CONSTRUCTION OF LINDSEY STREET IN CONNECTION WITH LINDSEY CROSSING ADDITION (LOCATED AT 1901 WEST LINDSEY) (WARD 2).

Contracts

19. CONSIDERATION OF AWARDED, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2627-9, CONTRACT K-2627-2: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HACIENDA DURAN CONSTRUCTION L.L.C., IN THE AMOUNT OF \$337,580.00 FOR THE FYE 2027 SIDEWALK CONCRETE PROJECTS, PERFORMANCE BOND B-2627-3; STATUTORY BOND B-2627-4; MAINTENANCE BOND MB-2627-2, AND ADOPTION OF RESOLUTION R-2627-1 GRANTING TAX-EXEMPT STATUS (CITY WIDE).
20. CONSIDERATION OF AWARDED, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2627-3 AND CONTRACT K-2627-5: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND OVERLAND CORPORATION DBA ELLSWORTH CONSTRUCTION, L.L.C., IN THE AMOUNT OF \$124,592.08 FOR THE TECHNOLOGY PLACE STREET EXTENSION - CURB AND GUTTER CONSTRUCTION PROJECT, PERFORMANCE BOND B-2627-9; STATUTORY BOND B-2627-10; MAINTENANCE BOND MB-2627-5, AND ADOPTION OF RESOLUTION R-2627-3 GRANTING TAX-EXEMPT STATUS. (WARD 5)
21. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AND OR POSTPONEMENT OF CONTRACT K-2526-27: BY AND BETWEEN THE CITY OF NORMAN AND THE CLEVELAND COUNTY HISTORICAL SOCIETY FOR THE USE OF CITY-OWNED FACILITIES LOCATED AT 508 NORTH PETERS STREET AND 123 BEAL STREET AS A MUSEUM AND LOCAL HISTORY RESEARCH FACILITY, WITH AUTOMATIC FIVE-YEAR RENEWALS FOR A MAXIMUM CONTRACT TERM OF TWENTY- FIVE YEARS.

22. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2627-7 AND CONTRACT K-2627-30: BY AND BETWEEN THE CITY OF NORMAN AND EMC SERVICES, L.L.C., IN THE AMOUNT OF \$351,684.00 FOR THE SUMMIT HOLLOW STORM SEWER REPLACEMENT PROJECT, PERFORMANCE BOND B-2627-28; STATUTORY BOND B-2627-29; MAINTENANCE BOND MB-2627-14, ADOPTION OF RESOLUTION R-2627-13 GRANTING TAX-EXEMPT STATUS; AND BALANCE TRANSFERS AS OUTLINED IN STAFF REPORT (WARD 1).
23. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2627-34: BY AND BETWEEN THE CITY OF NORMAN AND THE SOONER THEATRE OF NORMAN, INC., LOCATED AT 101 EAST MAIN STREET, FOR THE USE OF THE SOONER THEATRE 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.
24. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-49: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HALLBROOKE DEVELOPMENT GROUP ONE, L.L.C., IN THE AMOUNT OF \$9,897.00 FOR THE PURCHASE OF ROADWAY RIGHT OF WAY PARCEL 1 FOR THE 36TH AVENUE NW (PHASE 3) WIDENING 2019 BOND PROJECT FROM INDIAN HILLS ROAD TO MOORE CITY LIMITS AND OF A WARRANTY DEED CONVEYING THE PROPERTY SUBJECT TO K-2627-49.
25. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-50: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND UPLANDS DEVELOPMENT CO., L.L.C., IN THE AMOUNT OF \$83,206 FOR THE PURCHASE OF ROADWAY RIGHT OF WAY PARCEL 2 FOR THE 36TH AVENUE NW (PHASE 3) WIDENING 2019 BOND PROJECT FROM INDIAN HILLS ROAD TO MOORE CITY LIMITS AND OF A WARRANTY DEED CONVEYING THE PROPERTY SUBJECT TO K-2627-50.
26. CONSIDERATION OF APPROVAL, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2627-67: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN FIREHOUSE ART CENTER, INC. IN THE AMOUNT OF \$140,400.00 TO ASSIST WITH THE OPERATION OF THE FIREHOUSE ART CENTER.

Resolutions

27. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-36: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$992,503.71 IN STBG-UZA-SAFETY FUNDING FOR VIDEO DETECTION UPGRADES (PHASE 6) AT VARIOUS INTERSECTIONS IN NORMAN.

28. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-37: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$1,668,832 IN STBG-UZA FUNDING FOR IMPROVEMENTS AND TRAFFIC SIGNAL MODIFICATIONS AT THE 36TH AVENUE NW INTERSECTION WITH TECUMSEH ROAD IN NORMAN.
29. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-38: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$900,240 IN STBG-UZA FUNDING FOR IMPROVEMENTS AND TRAFFIC SIGNAL INSTALLATION AT THE 36TH AVENUE NW INTERSECTION WITH CRAIL DRIVE IN NORMAN.
30. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2627-46: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$75,000 FROM THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) AUDIT ADJUSTMENT PROJECT TO THE MAIN STREET LANDSCAPE MEDIANS RENOVATION PROJECT FOR THE REDISIGN OF THE LANDSCAPE ON THE TRAFFIC ISLANDS/MEDIANS ON WEST MAIN STREET BETWEEN COLLIER DRIVE AND 26TH AVENUE NW.
31. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2627-47: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA APPOINTING THE AD HOC PUBLIC SAFETY PLANNING AND FUNDING COMMITTEE TO EVALUATE SUSTAINABLE METHODOLOGIES FOR FUNDING LONG TERM PUBLIC SAFETY CAPITAL AND STAFFING NEEDS.
32. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2627-49: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ACCEPTING SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION MENTAL HEALTH BLOCK GRANT FUNDS FROM THE OKLAHOMA DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO ALL RELATED CONTRACTS WITH THE OKLAHOMA DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES; AND CONDITIONALLY APPROPRIATING FUNDS FOR THE PURPOSE THEREOF.
33. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-54: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$360,000 FROM THE YOUNG FAMILY ATHLETIC CENTER (YFAC) AND WESTWOOD FUNDS FOR EMERGENCY REPAIRS RESULTING FROM THE JULY 4, 2026 STORMS.

NON-CONSENT ITEMS

Preliminary Plat

34. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2627-2: PRELIMINARY PLAT FOR LUXNOVA L.L.C., GENERALLY LOCATED 1820-FEET SOUTH OF CEDAR LANE ROAD ON THE WEST SIDE OF CLASSEN BOULEVARD (U.S. HIGHWAY NO. 77) (WARD 7).

Second Reading Ordinance

35. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2627-3 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 IN THE NORTHEAST 2.78 FEET OF LOT 5 AND ALL OF LOT 6, BLOCK 29, OF THE ORIGINAL TOWN OF THE CITY OF NORMAN, CLEVELAND COUNTY, STATE OF OKLAHOMA, FROM THE C-2, GENERAL COMMERCIAL DISTRICT, AND PLACE SAME IN THE R-3, MULTIFAMILY DWELLING DISTRICT, AND PROVIDING FOR THE SEVERABILITY THEREOF. (404 E SYMMES; WARD 4)
36. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2526-72 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 28-601 ("STANDARDS") OF ARTICLE 28-VI ("OFF-PREMISES SIGNS") WITHIN CHAPTER 28 ("SIGN REGULATIONS") OF THE CODE OF THE CITY OF NORMAN TO ADOPT CORRECTED LANGUAGE FULLY IMPLEMENTING PREVIOUSLY-APPROVED STANDARDS; AND PROVIDING FOR THE SEVERABILITY THEREOF.
37. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2627-9 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, AMENDING SECTION 24-403 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN TO FORBID DISTURBING THE PEACE OF ANOTHER BY LIGHT TRESPASS AS DEFINED THEREIN; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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:

13. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE RECEIPT OF THE ANNUAL REPORT FROM SOONER THEATRE TO THE BOARD OF PARK COMMISSIONERS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/22/2026

REQUESTER: Karla Sitton, Administrative Tech IV

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE RECEIPT OF THE ANNUAL REPORT FROM SOONER THEATRE TO THE BOARD OF PARK COMMISSIONERS.

BACKGROUND:

The Sooner Theatre opened its doors for the first time in 1929 as the region's first movie theatre built to show talking pictures. Local architect Harold Gimeno spared no expense while building the Spanish Gothic-style building, spending over \$200,000. For nearly 50 years, The Sooner Theatre was the most popular movie theatre in the area until the mid-1970s, when multiplexes gained popularity and the single-screen Sooner could no longer meet the demand. In 1975, the Sooner Theatre closed and remained dark – nearly lost to the wrecking ball – until 1979, when a dedicated group of citizens refused to let the theater be lost and appealed to the City of Norman under the auspices of the non-profit organization The Sooner Theatre of Norman, Inc. The City agreed to purchase the Theatre and lease it to the organization. After the first phase of restoration, the Sooner Theatre reopened in 1982 as a community performing arts center.

The Sooner Theatre has become a beacon of light in the community's historic downtown Walker Arts District, impacting the lives of audiences and children each year.

DISCUSSION:

The City has Contract K-0203-146 with Sooner Theatre, Inc., to operate the vibrant performing arts venue, which offers a diverse range of productions and events, as well as adult and youth programs throughout the year. Sooner Theatre gave its annual presentation to the Board of Park Commissioners on September 3, 2026. Their presentation included information about their events, programming, rentals, and 2024-2025 financials.

RECOMMENDATION:

It is recommended that the City Council accept the Sooner Theatre FYE 2025 annual report.

File Attachments for Item:

14. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF THE RECEIPT OF THE ANNUAL REPORT FROM MOORE-LINDSAY HISTORICAL HOUSE MUSEUM TO THE BOARD OF PARK COMMISSIONERS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/22/2026

REQUESTER: Karla Sitton, Administrative Tech IV

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF THE RECEIPT OF THE ANNUAL REPORT FROM MOORE-LINDSAY HISTORICAL HOUSE MUSEUM TO THE BOARD OF PARK COMMISSIONERS.

BACKGROUND:

The Moore-Lindsay Historical House Museum (MLHHM) opened in 1975 and is operated by the Cleveland County Historical Society. The MLHHM, located at 508 N. Peters Street, is a beautiful Victorian home that depicts the history of Norman from approximately 1890 to 1910. In the 1970s, when citizens in cities and towns across the United States became concerned about the deteriorating condition of older historic homes in their areas, many state and city governments formed historical preservation committees to help preserve homes and designate historic districts. Norman was one of those communities. The mayor of Norman established the "Mayor's Committee on Historic Preservation" to support Norman residents' efforts to preserve the city's history through its architecture. Working with members of the Historical Society, the city of Norman purchased the Moore-Lindsay House at 508 N. Peters in 1973. Soon after the purchase, the City allocated funds to renovate the House in its original Victorian style, which reflects Oklahoma's early settlement and statehood.

DISCUSSION:

The City has Contract K-8384-49 with the Cleveland County Historical Society to operate the Moore-Lindsay Historical House Museum (MLHHM), maintain artifacts and displays, and offer guided tours, programming, and education related to the early days and historical development of the City of Norman and Cleveland County. MLHHM gave its annual presentation to the Board of Park Commissioners on September 3, 2026. Their presentation included information about their events, programming, rentals, and 2024-2025 financials.

RECOMMENDATION:

It is recommended that the City Council accept the Moore-Lindsay Historical House Museum's annual report for the 2025 calendar year.

File Attachments for Item:

21. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AND OR POSTPONEMENT OF CONTRACT K-2526-27: BY AND BETWEEN THE CITY OF NORMAN AND THE CLEVELAND COUNTY HISTORICAL SOCIETY FOR THE USE OF CITY-OWNED FACILITIES LOCATED AT 508 NORTH PETERS STREET AND 123 BEAL STREET AS A MUSEUM AND LOCAL HISTORY RESEARCH FACILITY, WITH AUTOMATIC FIVE-YEAR RENEWALS FOR A MAXIMUM CONTRACT TERM OF TWENTY- FIVE YEARS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 9/22/2026

REQUESTER: Jason Olsen, Parks and Recreation Director

PRESENTER: Jason Olsen, Parks and Recreation Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AND OR POSTPONEMENT OF CONTRACT K-2526-27: BY AND BETWEEN THE CITY OF NORMAN AND THE CLEVELAND COUNTY HISTORICAL SOCIETY FOR THE USE OF CITY-OWNED FACILITIES LOCATED AT 508 NORTH PETERS STREET AND 123 BEAL STREET AS A MUSEUM AND LOCAL HISTORY RESEARCH FACILITY, WITH AUTOMATIC FIVE-YEAR RENEWALS FOR A MAXIMUM CONTRACT TERM OF TWENTY- FIVE YEARS.

BACKGROUND:

The Cleveland County Historical Society has operated a museum and specialist local history research services from City-owned facilities: the Moore-Lindsay Historical House at 508 North Peters Street and the Carriage House at 123 Beal Street. The proposed agreement replaces the previous lease executed July 3, 1984, known as Contract K-8384-49.

DISCUSSION:

The Lease Agreement updates responsibilities, maintenance standards, supportive funding procedures, insurance, reporting, and termination provisions to reflect current practices and ensure transparency.

Key provisions include:

- **Property Covered:** 508 North Peters Street and 123 Beal Street, including contents listed in Exhibit A for Lessee's operational use.
- **Term:** Effective upon execution through June 30, 2027, followed by automatic five-year renewal terms for a maximum contract duration of twenty-five years from July 1, 2027, unless terminated pursuant to the agreement.
- **Use:** Continued operation of a public museum and specialist local history research facility for the mutual benefit of the City and the Historical Society.
- **Rent:** Annual rent of One Dollar and other valuable consideration, payable in advance on July 1 of each year.

- **Operations:** Lessee is solely responsible for museum management, artifact display, custodial care, and the employment of a qualified curator. The City may consider funding assistance through separate agreements approved by Council.
- **Supportive Funding:** Determined annually by the Board of Parks Commissioners based on a written proposal due by August 30. If allocated, funds are disbursed on or before October 31 and must be used for operational costs as proposed, with any unused funds to be returned.
- **Utilities:** Lessee is responsible for all utility costs, including water, sewer, trash, electricity, natural gas, telephone, and internet.
- **Maintenance and Repairs:**
 - **City:** Maintains structural elements, mechanical, electrical, plumbing, HVAC, fire, and security alarms, pest control, and landscaping, and responds to maintenance requests within ten days.
 - **Historical Society:** Maintains appearance and safety, performs emergency repairs estimated at or below 500 dollars outside business hours, and reimburses the City if the City performs required maintenance after notice.
- **Alterations and Improvements:** No alterations without prior written consent of the City. The City performs approved improvements-through approved contractors.
- **Recordkeeping and Reporting:** Annual report due by August 1 each contract year, addressing activities, mission and goals, fund balances, budget and expenditures, including supportive funding usage, board roster and officers, audit or tax documents, bylaws, and museum pricing. Lessee complies with the Oklahoma Open Records Act and provides agendas and minutes. Financial records are retained for seven years and made available upon request.
- **Termination and Non-Renewal:**
 - For cause with a sixty-day cure period.
 - For the convenience of the City, with one hundred fifty days' notice.
 - Non-renewal by either party with ninety days' written notice prior to June 30. Upon termination or expiration, Lessee returns the property in substantially the same condition, removes personal effects within forty-five days, and the City does not claim ownership of museum collections or archival materials.

This lease ensures the Cleveland County Historical House 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 performing arts and cultural programming in Norman.

RECOMMENDATION:

It is recommended that the City Council approve Contract K-2627-27 with the Cleveland County Historical Society for the use of the Moore-Lindsay Historical House and the Carriage House for the Parks and Recreation Department.

K-2526-27

LEASE AGREEMENT

This Lease Agreement made and entered into this 12 day of September, 2026 (the "Effective Date"), by and between the City of Norman, Oklahoma, a municipal corporation, hereinafter called the "Lessor," and the Cleveland County Historical Society, a non-profit corporation offering specialist research, preservation and educational information services dealing with local history, hereinafter called the "Lessee."

WITNESSETH:

WHEREAS, Lessor is the owner of property and improvements located at 508 North Peters Street and 123 Beal Street, 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-8384-49) executed on July 3, 1984, with this Lease Agreement, thereby making such former Contract K-8384-49 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: 1) 508 North Peters Street, Norman, Cleveland County, Oklahoma, and 2) 123 Beal Street, Norman, Cleveland County, Oklahoma, and the contents thereof purchased by the Lessor for Lessee's use more particularly described in Exhibit A - Lessor Property List, hereinafter called the "Property."

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, 2027.

USES

The Property is let to Lessee by Lessor for the purpose of serving as a museum and as a facility for specialist research services dealing with local history for the mutual benefit of the parties.

RENT

K-2526-27

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 joint museum within the Property and shall display all historical artifacts at its sole cost, risk and expense. Lessee shall be responsible for all custodial care of the building. Lessee shall employ a qualified person as the curator of the museum to advise and assist in the arrangement and display of the articles used and placed on display in the museum. 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 museum 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 museum. 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-2526-27

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

K-2526-27

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 museum; 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 museum. 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

K-2526-27

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 museum, 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 museum 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 museum 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

K-2526-27

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.

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. Lessor shall, at no time, claim ownership of or dispose of museum collections or archival materials owned by or on loan 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: Cleveland County Historical Society President
 508 N. Peters 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.

K-2526-27

- (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

K-2526-27

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-2526-23).

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: CLEVELAND COUNTY HISTORICAL SOCIETY

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 17 day of September, 2026.


City Attorney

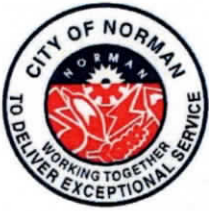
K-2526-27

EXHIBIT A
LESSOR PROPERTY LIST

1. Three (3) telephones – Yealink T33G IP Phone
2. Fifteen (15) security cameras and attached DVR (not including computer monitor attached to system)
3. Three (3) fire extinguishers
4. Six (6) space heaters
5. Refrigerator
6. Miscellaneous paint cans, about three (3) dozen
7. Shop vac

File Attachments for Item:

23. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2627-34: BY AND BETWEEN THE CITY OF NORMAN AND THE SOONER THEATRE OF NORMAN, INC., LOCATED AT 101 EAST MAIN STREET, FOR THE USE OF THE SOONER THEATRE 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: 9/22/2026

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-2627-34: BY AND BETWEEN THE CITY OF NORMAN AND THE SOONER THEATRE OF NORMAN, INC., LOCATED AT 101 EAST MAIN STREET, FOR THE USE OF THE SOONER THEATRE 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 Sooner Theatre of Norman, Inc. has served the Norman community for decades by providing cultural programming, theatrical performances, arts education, and public events within the historic Sooner Theatre building located at 101 East Main Street. The facility has long been recognized by the community as a cultural landmark and a hub for performing arts.

The current lease agreement governing the use of the building (Contract K-8384-50) was executed on July 3, 1984, and is now outdated in both structure and operational expectations. A new lease agreement has been prepared to modernize terms, clarify responsibilities, and support long-term cultural programming in Downtown Norman.

DISCUSSION:

The proposed lease agreement establishes updated terms for the City's continued partnership with the Sooner Theatre of Norman, Inc., a nonprofit organization dedicated to cultural enrichment and arts programming. The structure and provisions parallel those of prior community cultural center leases, including Contract K-2627-25 for the Firehouse Art Center, ensuring consistency across Parks & Recreation-managed facilities.

Key Provisions Include:

Term

The lease commences upon Council approval and continues until June 30, 2027, with automatic five-year renewals for up to twenty-five (25) years unless terminated under the conditions outlined.

Rent

The Lessee will pay One Dollar (\$1.00) per year and provide additional community benefit through programming and cultural services, reflecting the City's ongoing commitment to supporting performing arts.

Uses

The property is leased for (1) preservation and maintenance of the building as a historic landmark, and (2) operation of cultural, entertainment, educational, or public service events benefiting the Norman community.

Operations

The Sooner Theatre is responsible for management, custodial care, staffing, programming, and procurement of all necessary equipment. The Lessee may request City funding assistance through annual budget requests and separate funding agreements.

Supportive

Funding

Funding assistance may be allocated through the Parks & Recreation Board's annual process, consistent with other Community and Cultural Centers. Funding amount(s) will be determined annually based on submitted proposals and available budget pools.

Utilities

The Lessee is responsible for all utility costs associated with the operation of the Sooner Theatre.

Maintenance

and

Repairs

- The City will maintain structural elements, mechanical systems, electrical systems, plumbing, fire/security alarms, and provide pest control and landscaping.
- The Lessee is responsible for routine upkeep and emergency repairs costing under \$500, including damage caused through operations.
- Requests for City maintenance must be submitted in writing; a response will occur within ten days.

Alterations

and

Improvements

Any alterations require prior written approval from the City. The City must supervise all improvements to ensure historical preservation standards.

Reporting

and

Transparency

The Lessee must provide annual reports, including a narrative of activities, mission/goals,

financials, expenditure details, bylaws, board membership, fee schedules, and applicable tax or audit documents. The organization must comply with the Oklahoma Open Records Act.

Termination:

The agreement includes termination for cause (with a cure period), termination for convenience with notice, and nonrenewal provisions, along with requirements to return the property in substantially the same condition as received.

Other**Provisions:**

Insurance obligations, indemnification, nondiscrimination, compliance with laws, ex-officio City representation on the board, and other general administrative provisions are included to ensure accountability and public stewardship.

This lease ensures the Sooner Theatre 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 performing arts and cultural programming in Norman.

RECOMMENDATION:

It is recommended that the City Council approve Contract K-2627-34 with Sooner Theatre, Inc., for the use of the Sooner Theatre for the Parks and Recreation Department.

LEASE AGREEMENT

This Lease Agreement made and entered into this 1 day of July, 2026 (the "Effective Date"), by and between the City of Norman, Oklahoma, a municipal corporation, hereinafter called the "Lessor," and the Sooner Theatre of Norman, Inc., an Oklahoma non-profit corporation, hereinafter called the "Lessee."

WITNESSETH:

WHEREAS, Lessor is the owner of property and improvements located at 101 East Main Street, Norman, 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-8384-50) executed on July 3, 1984, with this Lease Agreement, thereby making such former Contract K-8384-50 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 101 East Main Street, Norman, Cleveland County, Oklahoma, which contains the building known as the Sooner Theatre.

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, 2027.

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 a public place for the holding of events promoting culture, entertainment, education or public service of interest and benefit to the community.

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 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 Sooner Theatre within the Property and shall furnish all equipment, tools and supplies necessary for the proper conduct of the events and activities at the Sooner Theatre, at its sole expense. Lessee shall employ a qualified person as the director of the Sooner Theater to advise and assist in the arrangement of events at the Sooner Theatre. Lessee is permitted to charge and collect fees associated with the provision of events and activities at the Sooner Theatre. 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 Sooner Theatre 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 Sooner Theatre. 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, 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 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 Sooner Theatre; 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 Sooner Theatre. 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 Sooner Theatre, 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 Sooner Theatre 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 Sooner Theatre 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.

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 Sooner Theatre of Norman, Inc., President
101 E. Main St.
Norman, OK 73069

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

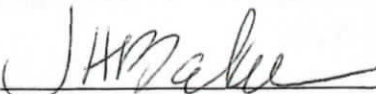
MISCELLANEOUS

- (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-2425-82).

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 SOONER THEATRE OF NORMAN, INC.

BY: 
President-Executive Director

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 16 day of September, 2026.


City Attorney

From: Anne Cape anne.cape@mcafeetaft.com
Subject: Sooner Theatre Lease Execution Authorization
Date: Sep 3, 2026 at 4:43:23 PM
To: Jennifer Baker jennifer.baker@soonertheatre.com,
nancy@soonertheatre.com
Cc: j.lessley01@gmail.com

I, Anne Cape as President of the board of the Directors of the Sooner Theatre of Norman, Inc. (the "Company") attest that the Company's execution, delivery and performance of the Lease Agreement by and between the Company and the City of Norman, Oklahoma (the "Lease") and taking of any other actions necessary to effectuate the transactions contemplated by the Lease is authorized and approved.

Jennifer Baker, as Executive Director of the Company (the "Authorized Person") is hereby authorized, empowered, and directed to execute, certify, verify, acknowledge, and deliver the Lease and any other such documents and to take or cause to be taken any action on behalf of the Company that in such Authorized Person's judgment may be necessary to carry out the intent of these resolutions including, without limitation, any such document related to the Lease, in each such case, in such form and with such terms and with such additions, modifications and deletions as such Authorized Person deems advisable, with the approval of such form, terms, additions, modifications and deletions by him to be conclusively evidenced by his execution thereof and such execution to be conclusive evidence that the same shall have been authorized and approved by the Company in every respect.

Anne Cape
Attorney
(405) 552-2250 phone
(405) 235-0439 fax
8th Floor, Two Leadership Square
211 N Robinson Ave
Oklahoma City, Oklahoma 73102
anne.cape@mcafeetaft.com
www.mcafeetaft.com

McAfee & Taft

 This email is sent by McAfee & Taft, a law firm, and may contain information that is privileged or confidential. If you received this email in error, please notify the sender by reply email and delete the email and any attachments. If you are a client of McAfee & Taft, you should not share this email with others. Sharing this email may result in a loss of the attorney-client privilege.

File Attachments for Item:

26. CONSIDERATION OF APPROVAL, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2627-67: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN FIREHOUSE ART CENTER, INC. IN THE AMOUNT OF \$140,400.00 TO ASSIST WITH THE OPERATION OF THE FIREHOUSE ART CENTER.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/22/2026

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2627-67: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN FIREHOUSE ART CENTER, INC. IN THE AMOUNT OF \$140,400.00 TO ASSIST WITH THE OPERATION OF THE FIREHOUSE ART CENTER.

BACKGROUND:

During the budgeting process for fiscal year 2026-2027 (FYE 2027), the City Council allocated an amount of \$380,043.00 to contribute to Arts, Culture, and Event Organizations, with individual distributions from said allocation to be issued by the Board of Parks Commissioners (the "Board") at their regularly scheduled meeting in August of each year. Organizations are required to apply to the Board for funding disbursements and demonstrate the extent of financial support requested for the upcoming funding year. One such organization was the Firehouse Art Center, and the Board approved a disbursement of \$140,400.00 at its September 3, 2026, meeting.

DISCUSSION:

The FYE 2027 Funding Disbursement Agreement (the "Agreement"), which comes before Council at this time, is the same basic form agreement for all organizations. The Agreement provides that the Firehouse Art Center will use City funds of \$140,400.00 to assist with the operation of the Center, including support for utilities costs, and to provide arts and education services to the community at such location.

The Agreement includes a reporting procedure by the organization to the Council of expenditures of the funds in an amount not to exceed \$140,400.00. The Agreement also provides for cancellation by either party with thirty (30) days' written notice. Specifically, it provides for the cancellation and return of any unexpended funds should the agency fail to use the funds for the purpose for which they are intended, or if the organization is dissolved or ceases to exist at any time during the contract period.

RECOMMENDATION:

Staff recommends that the Funding Disbursement Agreement submitted herewith be approved. Funds in the amount of \$140,400.00 should be disbursed from Park Board Miscellaneous Services-Contributions, account number 10770284-44741.

FUNDING DISBURSEMENT AGREEMENT

This Agreement is made and entered into on the ____ day of _____, 2026 (the "Effective Date"), by and between the City of Norman, Oklahoma, a municipal corporation, ("City") and the Norman Firehouse Art Center, Inc., ("Organization"), witnesseth:

- A. WHEREAS, in Contract No. K-2627-25, the City leases the property described as the Firehouse Art Center (the "Center"), located at 444 South Flood Avenue, Norman, Oklahoma, to the Organization at a nominal cost in exchange for the Organization to operate arts and crafts services and education at the Center; and
- B. WHEREAS, the Organization desires to provide said arts and crafts services and education to the community at the Center; and
- C. WHEREAS, pursuant to Contract No. K-2627-25, the Organization desires to secure supportive funding to aid in the operational and utilities costs of the Center; and
- D. WHEREAS, on September 3, 2026, the Board of Parks Commissioners approved the allocation of supportive funding in the amount of \$140,400.00 to the Organization for the purposes outlined in this Agreement;
- E. THAT IN CONSIDERATION for the performance by the Organization of the covenants and agreements as specified herein, the City covenants and agrees:
 - 1. To disperse to the Organization the sum of One Hundred Forty Thousand, Four Hundred and 00/100 Dollars (\$140,400.00) to be used to assist in operation, including costs of utilities, of the Center's arts and crafts services and education. Said funds shall be used for such purpose and for no other purpose.
 - 2. It is the intent of the City that the amount of funds dispersed be used as provided in the request attached hereto marked Exhibit "A" and made a part hereof.
- F. That in consideration for the performance of the covenants and agreements of the City as stated herein, the Organization covenants and agrees:
 - 1. That the Organization is a 501(c)(3) organization operating in accordance with the Internal Revenue Service regulations.
 - 2. To expend funds granted by the City only for the purposes as listed above in Section E.
 - 3. To allow a representative of the City to hold an ex-officio position on the Organization's Board of Directors.

4. To provide a written report, as required by Lease Agreement K-2627-25, on the activities of the Organization to the City no later than August 1 of every year. Said report shall also include documentation that the funds provided herein were spent solely for the purposes listed above in Section E, which are to benefit the citizens of the City.

G. It is further understood and agreed by both parties:

1. In the event the Organization is dissolved, all such funds not yet expended for the purposes provided herein shall immediately revert back to the City and the Organization shall immediately deliver such unexpended funds to the City.
2. The Organization agrees to keep accurate records of all receipts and collections of its income in a manner approved by the City. The Organization shall make such records available for inspection by the City at any time upon demand and shall submit such records to whomever the City may designate hereafter for the purpose of auditing such records.
3. In the event the Organization should mishandle the expenditure of funds as provided herein, such action will be considered a breach of this Agreement, and any unexpended funds as provided by this Agreement, from the date of notice by the City, shall immediately revert back to the City and the Organization shall immediately deliver such unexpended funds to the City.
4. This Agreement may be canceled by either party upon the giving of thirty (30) days written notice of cancellation to the other. Upon cancellation, any unexpended funds as provided by this Agreement, from the date of notice of cancellation, shall immediately revert back to the City and the Organization shall immediately deliver such unexpended funds to the City.

H. It is further understood and agreed by both parties that the Organization and any employee of the Organization is a separate entity from the City, the Organization and its employees are responsible for its actions, and the Organization agrees to indemnify and hold harmless the City from all fines, suits, proceedings, claims, demands, action, loss, and expense from liability of any kind whatsoever (including, but not limited to, attorney fees for costs incurred in litigation) and from any person whomsoever asserting the same arising or growing out of or in any way connected with the Organization's management, operation, and services.

I. The parties previously had in place Contract No. K-2324-41, as a Fund Disbursement Agreement. Upon approval and execution, this Contract No. K-2627-67 shall entirely supplant and replace Contract No. K-2324-41, which shall then be considered null and void by the Parties.

J. This Agreement shall commence upon the Effective Date and continue until a subsequent Funding Disbursement Agreement is executed between the parties.

K. There are no other terms, either express or implied, than those expressly stated herein.

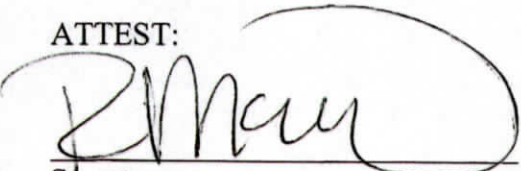
L. In witness hereof, the parties hereto have executed this Agreement on the day first above written.

THE NORMAN FIREHOUSE ART CENTER, INC.



President

ATTEST:



Secretary

THE CITY OF NORMAN

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

Mayor

ATTEST:

City Clerk

Approved as to form and legality by the office of the City Attorney this _____ day of _____, 2026.

City Attorney

EXHIBIT A

K-262 Item 26.

annual report

20



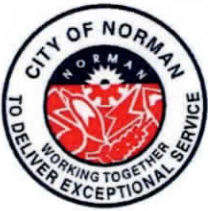
**FIREHOUSE
ART CENTER**
SERVING THE COMMUNITY SINCE 1970

Fiscal Year: September 1, 2024 – August 31, 2025
City of Norman and Parks and Recreation B

704

File Attachments for Item:

30. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2627-46: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$75,000 FROM THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) AUDIT ADJUSTMENT PROJECT TO THE MAIN STREET LANDSCAPE MEDIANS RENOVATION PROJECT FOR THE REDISIGN OF THE LANDSCAPE ON THE TRAFFIC ISLANDS/MEDIANS ON WEST MAIN STREET BETWEEN COLLIER DRIVE AND 26TH AVENUE NW.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 9/22/2026

REQUESTER: Jason Olsen, Director of Parks & Recreation

PRESENTER: Jason Olsen, Director of Parks & Recreation

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2627-46: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$75,000 FROM THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) AUDIT ADJUSTMENT PROJECT TO THE MAIN STREET LANDSCAPE MEDIANS RENOVATION PROJECT FOR THE REDISIGN OF THE LANDSCAPE ON THE TRAFFIC ISLANDS/MEDIANS ON WEST MAIN STREET BETWEEN COLLIER DRIVE AND 26TH AVENUE NW.

BACKGROUND:

The 2025-26 Capital Improvement Plan included funding for an ODOT Audit Adjustment Project. This funding has been set aside to pay any additional amounts owed for projects completed as a joint ODOT and City of Norman project. Once those projects are complete, an audit is performed, and if there are overages, the City will use the remaining funds to cover the overage.

The Parks and Recreation Department has started work on a project to redesign the landscape for the traffic islands/medians on west Main Street between Collier Drive and 26th Avenue NW (the location of a "Welcome to Norman" sign). The first median redesign was completed and constructed last year when crews were working on Main Street to replace road and drainage infrastructure at the Merkle Creek crossing. City staff took advantage of that contractor's work, which required removing some of the existing median landscape as part of their project. It removed all the old sod, landscape beds/soil, and irrigation, replacing them with new material. The new plants are a mixture of native plants, ornamental stone mulch, and boulders, with minimal irrigation and no sod. As a result, there have been greatly reduced maintenance and irrigation costs, and a higher survival rate, compared to the ornamental plant material and sod that used to be in that area. Staff is working on designs for the remaining medians and will always seek to take advantage of other projects to collaborate on the work, if possible. We will also look to partner with local businesses on costs, if possible.

DISCUSSION:

As part of the current construction project for the new Quick Trip store at the southwest corner of 26th Avenue NW, their crews proposed extending the left-turn lane on westbound Main Street to improve traffic flow once the store opens and more people try to turn left. City staff attended a pre-construction meeting where we discussed the process of making this traffic median the next one to be renovated. In return for removing several damaged and declining trees in that median, we would allow the contractor to utilize the cleared median to more safely stage their equipment and crews. At the same time, they worked on the turn lane extension project they were already going to do. This also allowed us to disconnect and cut back the irrigation on the island that watered the trees and sod in that median, and to plan for the replacement landscape while they did their work.

Part of the new design will include a large flagpole behind the Welcome sign, along with the native plant palette, which will include a mix of trees, grass, and perennial plants, along with a more efficient irrigation system and decorative stone mulch and boulders. A separate contractor will be used to remove the remaining median soil to a depth that eliminates the old roots of the diseased trees and the aggressively invasive bermudagrass that used to be on that island.

In recent weeks, construction of the turn lane extension has been completed, and it is now time to proceed with the landscape replacement described above. The cost estimate for the remaining work is \$75,000, which also includes purchase and installation of the new 60-foot flagpole at the west end of the median—to be seen from the I-35 corridor as part of our “Welcome” sign.

At this time, we are proposing to pay for this median renovation using a portion of those funds from the ODOT Audit Adjustment Project by transferring them into a new capital project to be used solely for west Main Street median work, as funds are made available by the city or any partner organizations that may wish to help complete a project on any of the other medians in the coming years.

RECOMMENDATION:

City Staff recommends approval of Resolution Number R-2526-46 to transfer \$75,000 from the ODOT Audit Adjustment Project TR0068 (Account No. 50595535-46101) to a new Main Street Median Landscape Renovation Project PR0175 (Account No. 50793375-46101), to be used for the completion of the 26th Avenue NW and Main Street median landscape renovation.

R-2627-46

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$75,000 FROM THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) AUDIT ADJUSTMENT PROJECT TO THE MAIN STREET LANDSCAPE MEDIANS RENOVATION PROJECT FOR THE REDISIGN OF THE LANDSCAPE ON THE TRAFFIC ISLANDS/MEDIANS ON WEST MAIN STREET BETWEEN COLLIER DRIVE AND 26TH AVENUE NW.

- § 1. WHEREAS, the City of Norman's 2025-26 Capital Improvement Plan included funding for the ODOT Audit Adjustment Project to address additional costs identified through audits of completed joint ODOT and City of Norman projects; and
- § 2. WHEREAS, the Parks and Recreation Department is redesigning the traffic medians along West Main Street between Collier Drive and 26th Avenue NW with native plants, ornamental stone mulch, boulders, and efficient irrigation systems to reduce maintenance and irrigation costs and improve plant survival; and
- § 3. WHEREAS, the City coordinated with the contractor for the West Main Street turn lane extension near the southwest corner of 26th Avenue NW to facilitate median renovation work, including the removal of declining trees, existing sod, invasive bermudagrass, and diseased tree roots; and
- § 4. WHEREAS, the City proposes to transfer \$75,000 from the ODOT Audit Adjustment Project to a new capital project dedicated to the West Main Street median renovation, including landscape improvements and the installation of a 60-foot flagpole as part of the City's "Welcome to Norman" sign.

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

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

<u>Losing Account</u>	<u>Gaining Account</u>	<u>Amount</u>
ODOT Audit Adjustment Project Account: 50-595535-4601	Main Street Median Landscape Renovation Project (number PR0175) Account: 50-793375-4601	\$75,000

PASSED AND APPROVED this 22nd day of September 2026.

Mayor, Stephen T. Holman

ATTEST:

City Clerk



File Attachments for Item:

33. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-54: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$360,000 FROM THE YOUNG FAMILY ATHLETIC CENTER (YFAC) AND WESTWOOD FUNDS FOR EMERGENCY REPAIRS RESULTING FROM THE JULY 4, 2026 STORMS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/22/2026

REQUESTER: Lance Harper, Facilities and Construction Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-54: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$360,000 FROM THE YOUNG FAMILY ATHLETIC CENTER (YFAC) AND WESTWOOD FUNDS FOR EMERGENCY REPAIRS RESULTING FROM THE JULY 4, 2026 STORMS.

BACKGROUND:

Severe storms occurring on July 4th caused significant damage across Norman, including impacts to Parks and Recreation facilities. The City's two largest recreation sites - Westwood Park and the Young Family Athletic Center (YFAC) experienced significant damage due to the high winds from this storm system.

DISCUSSION:

The July 4th storms produced wind, lightning, and significant water issues affecting roofs, fencing, outdoor sports equipment, lighting, shade structures, trees, landscaping, and park furniture components at both Westwood Park, which includes golf, aquatics, and tennis, and the outdoor components at the YFAC. Also included in the damage at Westwood Park is the EMSTAT building, which collapsed due to the high winds, and that structure needs to be demoed.

Estimated damage is as follows:

YFAC - \$60,000

Westwood Park - \$275,000

EMSTAT Structure Demo - \$25,000

The requested transfer of \$360,000 would all originate from the General Fund – Fund Balance (account number 10-29000) with transfers of \$150,000 to Westwood Pool – Storm Recovery Materials (account number 29970133-43141), \$150,000 to Westwood Pool - Storm Recovery Services (account number 29970133-44722), \$30,000 to YFAC Admin – Storm Recovery

Materials (account number 24770412-43141), and \$30,000 to YFAC Storm Recovery Services (account number 24770412-44722).

RECOMMENDATION:

It is recommended that the City Council approve Resolution R-2627-54, which transfers a total of \$360,000 to both the YFAC and the Westwood Funds, as outlined in the staff report.

R-2627-54

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$360,000 FROM THE GENERAL FUND TO BE USED FOR EMERGENCY REPAIRS AT THE YOUNG FAMILY ATHLETIC CENTER AND WESTWOOD PARK FOR DAMAGE FROM THE JULY 4, 2026 STORMS.

- § 1. WHEREAS, both the Young Family Athletic Center (YFAC) and Westwood Park have endured significant and unanticipated costs from the July 4 2026 storms and resulting damage to fencing, structures and trees this fiscal year; and
- § 2. WHEREAS, the estimated damage to the YFAC is \$60,000 which included wind damage to outdoor sports equipment, fencing, lighting, furniture, landscaping; and
- § 3. WHEREAS, the estimated damage to Westwood Park is \$300,000 which included wind damage to roofing, fencing, significant tree damage, shade structures, outdoor sports equipment, fencing, the EMSTAT Building; and
- § 4. WHEREAS, it is necessary to transfer \$360,000 to the Storm Recovery accounts in both the YFAC and Westwood Park cost centers to make necessary repairs and pay contractors at those locations.

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

- § 5. That the following transfer of funds be approved for the reason as stated above.

<u>Account Name</u> (Gaining Account)	<u>Losing Account</u>	<u>Gaining Account</u> <u>Number</u>	<u>Amount</u>
Storm Recovery – Materials	General Fund – Fund Balance 10-29000	Westwood Pool 29970133-43141	\$150,000
Storm Recovery – Services	General Fund – Fund Balance 10-29000	Westwood Pool 29970133-44722	\$150,000
Storm Recovery – Materials	General Fund – Fund Balance 10-29000	YFAC Admin 24770412-43141	\$30,000
Storm Recovery – Services	General Fund – Fund Balance 10-29000	YFAC Admin 24770412-44722	\$30,000

PASSED AND ADOPTED this 22nd day of September 2026

Mayor

ATTEST:

City Clerk

