

CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, March 10, 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, AND NORMAN TAX INCREMENT FINANCE AUTHORITY

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2526-26: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING WEDNESDAY, APRIL 22, 2026, AS EARTH DAY AND MARCH 22 THROUGH MAY 18, 2026, AS GREEN NORMAN ECOBRATION IN THE CITY OF NORMAN.



2. CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2526-28: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF MARCH, 2026, AS WOMEN'S HISTORY MONTH IN THE CITY OF NORMAN.
3. CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2526-29: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING MARCH 18, 2026 AS PUBLIC TRANSIT PROFESSIONAL APPRECIATION DAY IN THE CITY OF NORMAN.
4. CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2526-31: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF MAY 3RD THROUGH MAY 9, 2026, AS INTERNATIONAL COMPOST AWARENESS 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 5 through Item 19 be placed on the consent docket.

First Reading Ordinance

5. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-31 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF CHAPTER 36 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE A REPLAT OF THE EAST 236 FEET OF LOT SIX (6) AND THE EAST 200 FEET OF LOT SEVEN (7), OF ELMWOOD ADDITION, AND LOT TWELVE (12), IN BLOCK ONE (1), OF PARKVIEW ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM A CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT, AND PLACE SAME IN A CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (542 AND 534 S. UNIVERSITY BOULEVARD; WARD 4)

Reports/Communications

6. CONSIDERATION OF SUBMISSION, ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR REJECTION OF RECEIPT OF THE CITY MANAGER'S CONTRACT AND CHANGE ORDER REPORT AND DIRECTING THE FILING THEREOF.

Surplus

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

Workers' Compensation

8. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A COURT ORDER: A RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE TOTAL AMOUNT OF \$29,700 REGARDING DANIEL PIERCE VS. THE CITY OF NORMAN, OKLAHOMA WORKERS' COMPENSATION COMMISSION CASE 2024-02999 H.

Contracts

9. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AMENDMENT TWO TO CONTRACT K-1011-157: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND NEW CINGULAR WIRELESS PCS, L.L.C., FOR PARTIAL LEASE OF THE ROBINSON MONOPOLE COMMUNICATION TOWER LOCATED ON THE WATER TREATMENT PLANT GROUNDS. (Ward 6)
10. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2021-50: BY AND BETWEEN NORMAN UTILITIES AUTHORITY AND GARVER, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$14,495 FOR A REVISED CONTRACT AMOUNT OF \$429,495 FOR THE NORMAN WATER RECLAMATION FACILITY DEWATERING IMPROVEMENTS PROJECT. (CITY)
11. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER TWO TO CONTRACT K-2425-85: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND WL MCNATT & COMPANY, INCREASING THE CONTRACT BY \$69,739.12 FOR A REVISED CONTRACT AMOUNT OF \$1,189,145.12 AND INCREASING THE CONTRACT TIME BY 71 CALENDAR DAYS FOR THE COMPOST FACILITY SCALE HOUSE PROJECT. (CITY)
12. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER FOUR TO CONTRACT K-2526-1: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ARROYO'S CONCRETE L.L.C., IN THE AMOUNT OF \$73,019.00 FOR THE INSTALLATION OR MODIFICATION OF SIDEWALKS ALONG SOUTH LAHOMA AVENUE FROM WEST BOYD STREET TO WEST BROOKS STREET; FOR THE FYE 2026 SIDEWALK CONCRETE PROJECTS. (WARD 4)

13. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER ONE TO CONTRACT K-2526-31: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ARROYO'S CONCRETE L.L.C., INCREASING THE CONTRACT AMOUNT BY \$106,820.00 FOR A REVISED AMOUNT OF \$1,257,337.00 FOR THE STREET MAINTENANCE BOND PROGRAM - FYE 2026 LOCATIONS, BID 2 AND APPROPRIATION OF FUNDS AS OUTLINED IN THE STAFF REPORT. (WARD 4)
14. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2526-110: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND FREESE AND NICHOLS, INC., IN THE AMOUNT OF \$273,310 FOR ENGINEERING SERVICES FOR THE 24-INCH WATER TRANSMISSION MAIN FROM IMHOFF TO HIGHWAY 9 PROJECT. (WARD 7)
15. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2526-131: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND GARVER, L.L.C., IN THE AMOUNT OF \$49,575 FOR ENGINEERING SERVICES FOR THE NORMAN WATER RECLAMATION FACILITY DIGESTER NUMBER THREE CONDITION ASSESSMENT. (City)
16. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POPSTPONEMENT OF RFP-2526-20 AND CONTRACT K-2526-151: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PLAYCORE WISCONSIN, INC. D/B/A GAMETIME, IN THE AMOUNT OF \$224,999.94, MAINTENANCE BOND MB-2526-52, PERFORMANCE BOND B-2526-72; AND STATUTORY BOND B-2526-73 FOR THE BLUESTEM PARK PLAYGROUND PROJECT, AND RESOLUTION R-2526-109, GRANTING TAX EXEMPT STATUS. (Ward 5)

Resolutions

17. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2526-105: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA TRANSFERRING \$17,000 FROM THE PUBLIC SAFETY SALES TAX FUND, EMERGENCY COMMUNICATIONS AND OPERATIONS (ECOC) PROJECT TO THE PUBLIC SAFETY SALES TAX FUND, FIRE STATION 5 RELOCATION, DESIGN; AND \$45,544.29 FROM BRIDGE PROGRAM SITE DISCOVERY, CONSTRUCTION PROJECT ACCOUNT, AND \$61,400 FROM BRIDGE PROGRAM SITE DISCOVERY, DESIGN PROJECT ACCOUNT, TO THE FIRE STATION STUDIES, DESIGN PROJECT ACCOUNT TO PERFORM PRELIMINARY DESIGN SERVICES AND A NEEDS ASSESSMENT FOR VARIOUS FIRE DEPARTMENT FACILITIES AS OUTLINED IN THE STAFF REPORT.

18. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2526-121: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AUTHORIZING GRANT APPLICATION FOR THE 2026 POLITICAL SUBDIVISIONS OPIOID ABATEMENT GRANT FROM THE OKLAHOMA OPIOID ABATEMENT BOARD IN THE AMOUNT OF \$750,000. TO FUND A PARTNERSHIP WITH MENTAL HEALTH ASSOCIATION OKLAHOMA TO IMPLEMENT THE "A BETTER WAY-OPPORTUNITY KNOCKS" SUPPORTIVE EMPLOYMENT AND CASE MANAGEMENT PROGRAM.
19. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2526-122: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA APPROPRIATING \$500 FROM OTHER LIABILITIES-SMOKE DETECTORS ACCOUNT TO OTHER SUPPLIES AND MATERIALS ACCOUNT TO PURCHASE SMOKE DETECTORS FOR USE IN THE SMOKE DETECTOR PROGRAM WITH THE FIRE DEPARTMENT, FOR SENIOR CITIZENS AND HANDICAPPED CITIZENS OF NORMAN.

NON-CONSENT ITEMS

Second Reading Ordinance

20. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-40 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 1010- THE REVV, LOT 1, BLOCK 1, AND A TRACT OF LAND IN THE NORTHEAST QUARTER (NE/4) OF SECTION SIX (6), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE-FAMILY DWELLING DISTRICT, AND R-3, MULTIFAMILY DWELLING DISTRICT, AND PLACE SAME IN A SPUD, SIMPLE PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1107 THROUGH 1111 CHAUTAUQUA AVENUE AND 601 THROUGH 615 HOOVER STREET AND 1010 THROUGH 1030 COLLEGE AVENUE; WARD 7)
21. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2526-139: BY AND BETWEEN THE CITY OF NORMAN AND THE OKLAHOMA TURNPIKE AUTHORITY FOR THE EAST-WEST CONNECTOR UTILITY RELOCATION AGREEMENT, FOR THE RELOCATION OF WATER WELLS AND WATERLINES GENERALLY BETWEEN 48TH AVENUE NW AND 24TH AVENUE NW AND ASSOCIATED BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT. (WARDS 3 & 8)

22. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-156: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND OKLAHOMA TURNPIKE AUTHORITY (OTA), IN THE AMOUNT OF \$2,200,000 FOR THE CONSTRUCTION OF 36TH AVENUE NW PHASE 2 PROJECT FROM 700 FEET NORTH FRANKLIN ROAD TO INDIAN HILLS ROAD AND RELATING TO THE EAST-WEST CONNECTOR AND ASSOCIATED MAINTENANCE AND ACCESS AGREEMENTS, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT. (WARD 3)

MISCELLANEOUS COMMENTS

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

ADJOURNMENT

File Attachments for Item:

16. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POPSTPONEMENT OF RFP-2526-20 AND CONTRACT K-2526-151: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PLAYCORE WISCONSIN, INC. D/B/A GAMETIME, IN THE AMOUNT OF \$224,999.94, MAINTENANCE BOND MB-2526-52, PERFORMANCE BOND B-2526-72; AND STATUTORY BOND B-2526-73 FOR THE BLUESTEM PARK PLAYGROUND PROJECT, AND RESOLUTION R-2526-109, GRANTING TAX EXEMPT STATUS.
(Ward 5)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/24/2026

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POPSTPONEMENT OF RFP-2526-20 AND CONTRACT K-2526-151: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PLAYCORE WISCONSIN, INC. D/B/A GAMETIME, IN THE AMOUNT OF \$224,999.94, MAINTENANCE BOND MB-2526-52, PERFORMANCE BOND B-2526-72; AND STATUTORY BOND B-2526-73 FOR THE BLUESTEM PARK PLAYGROUND PROJECT, AND RESOLUTION R-2526-109, GRANTING TAX EXEMPT STATUS. (Ward 5)

BACKGROUND:

In 2015, Norman voters approved funding for the Norman Forward program of capital projects focused on quality-of-life improvements. One of the program's projects was to renovate our existing neighborhood parks at varying levels of detail (trails, playgrounds, sports courts, tree planting, etc.), as evaluated by staff. Another project was focused on funding the construction of five new neighborhood parks, based on survey responses from the residents around these park sites.

Since the program started, we have completed design and construction of three (3) new neighborhood parks (Songbird, Bentley and Highland Village) and have now designed the new park to be built adjacent to "The Links" apartment community south of Cedar Lane Road, just east of Highway 77-South. The park design was based on feedback from the residents in the area last year, and includes a perimeter walking trail, new trees and native landscape areas, a playground, sand volleyball, half-court basketball and a picnic shelter, along with all of the usual park furnishings.

DISCUSSION:

On November 21 and 28, 2025, RFP, Number 2526-20 for the Bluestem Park Playground Project was advertised in the Norman Transcript, Construct Connect, e-Plan, and other plan distribution services; and was advertised on the City's website. We received over a dozen proposals for the project on December 18, 2025. Bidders were instructed to use all available funds in their proposal, and to include synthetic turf safety surfacing and a shade structure over a large portion of the new equipment. No Add-Alternate items were considered in the process. We evaluated

each proposal to ensure it met the criteria in the RFP, and to determine which would best fit the park site and neighborhood being served by the park.

Staff recommends awarding Contract Number K-2526-151 to Playcore Wisconsin, Inc. d/b/a GameTime, in the total amount of \$224,999.94 for the Bluestem Park Playground Project.

RECOMMENDATION NO. 1: It is recommended that RFP Number 2526-20 be awarded to Playcore Wisconsin, Inc. d/b/a GameTime, in the amount of \$224,999.94 for the Bluestem Park Playground Project. The funding is available for this project in the Norman Forward New Neighborhood Park Construction Account (account 51798830452-46101; project NFP104--\$500,709).

RECOMMENDATION NO.2: It is further recommended that City Council approve Contract K-2526-151, Performance Bond B-2526-72, Statutory Bond B-2526-73, and Maintenance Bond MB-2526-52 for the Bluestem Park Playground Project.

RECOMMENDATION NO.3: It is further recommended that Playcore Wisconsin, Inc. d/b/a GameTime, be authorized and appointed as project agent for the Bluestem Park Playground Project by Resolution R-2526-109.

Contract No. K-2526-151

CONTRACT

This Contract, made and entered into this _____ day of _____, 2026, by and between Playcore Wisconsin, Inc. d/b/a GameTime, a Wisconsin Corporation, hereinafter designated as "Contractor", and the City of Norman, an Oklahoma municipal corporation, hereinafter designated as "City".

WITNESSETH

WHEREAS, the City has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all said bidding documents, and has caused Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following project:

BLUESTEM PARK PLAYGROUND PROJECT

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said contract; and

WHEREAS, the Contractor in response to said Solicitation for Bids, has submitted to the City, in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and

WHEREAS, the City, in the manner provided by law, has opened, examined, and canvassed the proposals submitted and has determined and declared the above-named Contractor to be the lowest and best bidder on the above-prepared project, and has duly awarded this contract to said Contractor, for the total sum named in the proposal, to wit: Two Hundred Twenty-Four Thousand, Nine Hundred Niney-Nine DOLLARS and Ninety-Four CENTS (\$224,999.94).

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed, and hereby agree, as follows:

1. The Contractor shall, in a good and first-class, workmanlike manner at their own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this Contract and the following Contract Documents:
 - i. Specifications, Provisions and Bonds thereto, all of which documents are on file in the office of the City Clerk of the City of Norman, and are made a part of this Contract as fully as if the same were set out at length, with the following additions and or exceptions: (If none, so state.) NONE
 - ii. The Notice to Bidders published in the Norman Transcript November 21 and 28, 2025; the Request for Proposal (RFP 2526-20), containing the instructions to bidders and the special and general provisions of specifications; and the Contractor's bid or proposal; each

of said instruments on file in the office of the City Clerk of the City of Norman, are made part of this contract as if fully written in detail herein or attached thereto.

To that end, no provision of this Contract or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the City to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of the Contractor, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligation of the Contractor; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the City or in any way to restrict the freedom of the City to exercise full discretion in its dealing with the Contractor.

2. The City shall make payments to the Contractor in the following manner:
 - i. The project manager, or other appropriate person, will make accurate estimates of the value, based on contract prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof, to submit to the City as an application for payment. The Contractor shall furnish to the project manager, or the appropriate person, such detailed information as they may request to aid them as a guide in the preparation of the application for payment. Each estimate and application for payment must contain or have attached an affidavit as required by Senate Bills 469 of the 1974 Legislature. The City will pay Contractor within thirty (30) days of receipt of the application for payment and only after the work contained in the application for payment has been fully completed and has been approved and accepted by the City.
 - ii. On completion of all the work, but prior to the acceptance thereof by the City, it shall be the duty of the project manager, or other appropriate person, to determine that said work has been completely and fully performed in accordance with this Contract and the Contract Documents; and upon making such determinations said official shall make his final certificate to the City. The Contractor shall furnish proof that all claims and obligations incurred by them in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds for payment of the final estimates to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid within thirty (30) days and only after all the work has been fully completed to the satisfaction of the City.
3. It is further agreed that the Contractor will commence said work within ten (10) days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same in One Hundred Twenty (120) calendar days. The City may terminate this Contract for any reason upon thirty (30) days written notice to Contractor.
4. 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

Contract No. K-2526-151

after it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, to:

City:

Name: James Briggs
 Title: Park Development Manager
 Street Address: 225 N. Webster Ave.
 City, State Zip: Norman, OK 73069

Contractor:

Name: Scott Cunningham
 Title: Owner and President
 Street Address: 150 PlayCore Drive S.E.
 City, State Zip: Fort Payne, AL 35967

5. Indemnification: Contractor agrees to indemnify and hold harmless the City, its officers, agents and employees from and against all liability for injuries or death to persons, legal expense or damage to property arising from the negligent acts or omissions of Contractor's, its agents or employees performance under this Contract; provided, however, that Contractor shall not be liable for injury, damage or loss occasioned by the negligence of the City, its agents or employees. Contractor shall indemnify and hold harmless the City, 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, Contractor's negligent or willful acts, omissions or operations under or in connection with this Contract. Further, the City shall not be liable or responsible to Contractor for any loss or damage to any property or person occasioned by a third party. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under this Contract.

6. Insurance: Contractor shall, at its own expense, keep in force insurance of the following types 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 for accidents arising out of or in connection with Contractor's performance of this Contract, except when caused by the City's negligence or that of its agents or employees, and shall furnish to the City certificates evidencing such insurance subject to the limitations set forth above in respect to the City's negligence and Contractor shall furnish a certificate to the effect that such insurance shall not be changed or cancelled without ten (10) days prior notice to the City, said notice shall be written and shall be given by Contractor, to wit:

- i. Worker's Compensation Insurance and Employer's Liability Insurance as prescribed by State Statute, for all of Contractor's employees and subcontractors working on the project, with the subcontractors to also provide the same.

- ii. Provide both Commercial General Liability Insurance and Automobile Liability Insurance for personal injury and property damage in limits prescribed by the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq.) and subsequent revisions thereto, as follows:
 - a. \$75,000 for loss of property arising out of a single act or occurrence.
 - b. \$250,000 per person for any other loss arising out of a single act or occurrence.
 - c. \$2,000,000 for any number of claims arising out of a single act or occurrence.
7. Miscellaneous:
- i. *Counterparts*: This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute the same instrument.
 - ii. *Severability*: If any provision of this Contract 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.
 - iii. *Governing Law; Venue*: This Contract 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.
 - iv. *Authority*: Each party hereto has the legal right, power and authority to enter into this Contract. Each party's execution, delivery and performance of this Contract has been duly authorized, and no other action is requisite to the valid and binding execution, delivery and performance of this Contract, except as expressly set forth herein.
 - v. *Entire Agreement; Amendments*: This Contract and the associated Contract Documents constitute the entire agreement among the parties hereto and may not be amended or modified, except in writing, signed by each of the parties hereto. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
 - vi. *Assignment*: This Contract shall not be assigned by Contractor without prior written consent of the City.
 - vii. *Nondiscrimination*: Contractor acknowledges that the Certification of Nondiscrimination completed with their bid proposal is incorporated herein and thereby agrees to comply with the requirements contained in such certification throughout the performance of this Contract.

Contract No. K-2526-151

viii. *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.

8. The sworn, statement below must be signed and notarized before this Contract will become effective.

[Signatures on following page]

Contract No. K-2526-151

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals respectively the ____ day of _____, 2026. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature.

CONTRACTOR

Corporate Seal

Playcore Wisconsin, Inc. d/b/a GameTime
Company Name

BY: 
Clint Whiteside, Director of Sales Administration

(STATE OF TENNESSEE)


(COUNTY OF HAMILTON)

Clint Whiteside, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by Contractor to submit the above Contract to the City. Affiant further states that Contractor has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in the procuring of the contract.


Director of Sales Administration

Subscribed and sworn to before me this 2nd day of March, 2026.




Notary Public

My Commission Expires: 01/30/2028
Commission Number: N/A

CITY OF NORMAN

Approved as to form and legality this 3 day of March, 2026.


City Attorney

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

ATTEST:

City Clerk

Mayor



CERTIFICATE OF LIABILITY INSURANCE

Item 16.

DATE (MM/DD/YYYY)
02/22/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER **MARSH USA, LLC. Two Alliance Center 3560 Lenox Road, Suite 2400 Atlanta, GA 30326 Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321 CN102326389-CAS-GAUWX-23-24	CONTACT NAME: Joseph Wagers	
	PHONE (A/G, No, Ext):	FAX (A/G, No):
E-MAIL ADDRESS: Joseph.Wagers@marsh.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Evanston Insurance Company		35378
INSURER B: Continental Casualty Company		20443
INSURER C: American Casualty Company Of Reading, Pa		20427
INSURER D: Transportation Insurance Co		20494
INSURER E: N/A		N/A
INSURER F: The Continental Insurance Company		35289

INSURED
PlayCore Wisconsin, Inc.
dba GameTime
150 PlayCore Drive SE
Fort Payne, AL 35967

COVERAGES **CERTIFICATE NUMBER:** ATL-006147712-00 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$250,000 Per Occ. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MKLVP2PBC002465	08/01/2025	08/01/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 POLICY AGGREGATE \$ 10,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			7039895527	08/01/2025	08/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp./Coll. Ded.: \$2,000 \$
F	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS 0			7039984806 RETENTION Umb Catastrophe \$25,000	08/01/2025	08/01/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			7039895530	08/01/2025	08/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
C				7039895544	08/01/2025	08/01/2026	E.L. EACH ACCIDENT \$ 1,000,000
D				7039918871	08/01/2025	08/01/2026	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
G				7039929062	08/01/2025	08/01/2026	E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Bluestem Park - OMNIA Contract #2017001134
City of Norman is listed as additional insured as their interests may appear, during and until completion of the referenced project, on a primary and non-contributory basis, on the General Liability via CG 2010 04/13 and Automobile Liability via CA 2048 policies, when required by written contract. A Waiver of Subrogation applies in favor of the additional insured on the Workers Compensation policy, when required by written contract.

CERTIFICATE HOLDER

City of Norman
225 N. Webster Avenue
Norman, OK 73069

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

Marsh USA LLC

AGENCY CUSTOMER ID: CN102326389

LOC #: Atlanta



ADDITIONAL REMARKS SCHEDULE

AGENCY **MARSH USA, LLC.		NAMED INSURED PlayCore Wisconsin, Inc. dba GameTime 150 PlayCore Drive SE Fort Payne, AL 35967	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURERS AFFORDING COVERAGE/NAIC #

INSURER G: National Fire Insurance Co Of Hartford (20478)

Workers' Compensation (Continued):

Carrier: Transportation Insurance Company
 Policy Number: 7039918885 (OH, ND, WY, WA)
 Dates: 08/01/2025 - 08/01/2026

Carrier: Continental Insurance Company
 Policy Number: 7092684051 (CA)
 Dates: 08/01/2025 - 08/01/2026

WC 7 39895530 - AL, CO, FL, GA, ID, IL, IN, KS, KY, MA, ME, MD, MI, MN, MO, MT, NV, NY, NC, OK, PA, SC, TN, TX, UT, VA
 WC 7 39895544 - CA
 WC 7 39918871 - AZ, OR, WI



DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: PlayCore Group, Inc.

Endorsement Effective Date: 08/01/2025

SCHEDULE

Name Of Person(s) Or Organization(s): "Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss."

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.



Product Name
Business Auto

Form No: CA 20 48 10 13
Endorsement Effective Date: 08/01/2025
Endorsement No: TBD; Page: TBD
Underwriting Company: CONTINENTAL CASUALTY COMPANY

Policy No: BUA 7039895527
Policy Effective Date: 08/01/2025
Policy Page: TBD

POLICY NUMBER: MKLV2PBC002465
 EFFECTIVE: AUGUST 1, 2025
 EXPIRES: AUGUST 1, 2026

COMMERCIAL GENERAL LIABILITY
 CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract executed by both parties prior to loss	All locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

STATUTORY BOND

Know all men by these presents, that Playcore Wisconsin, Inc. dba GameTime, as Principal, and Federal Insurance Company, a corporation organized under the laws of the State of Indiana, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the City of Norman, a Municipal Corporation and city of the first class, of the State of Oklahoma in the penal sum of Two Hundred Twenty-Four Thousand, Nine Hundred Ninety-Nine Dollars and Ninety-Four CENTS (\$224,999.94), for the payment of which sum Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the conditions of this obligation are such that the above Principal is the lowest and best bidder for the making of the following City work and improvement, viz.:

BLUESTEM PARK PLAYGROUND PROJECT

and has entered into a certain written contract (K-2526-151) with the City of Norman, dated this ___ day of _____, 2026, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain specifications heretofore made, adopted and placed on file in the office of the City Clerk of the City of Norman.

NOW, THEREFORE, if the said Principal, shall properly and promptly complete the work on the above named project in accordance with the contract, and shall well and truly pay all indebtedness incurred for labor and material and repairs to and parts for equipment furnished in the making of said project incurred by the Principal or subcontractors, then this obligation shall be void. Otherwise, this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on this 20th day of February, 2026, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, on this 20th day of February, 2026.

[Signatures on following page]

(Corporate Seal) (where applicable)

ATTEST:

Maria C. Tompson
Corporate Secretary (where applicable)
MARIA C TOMPSON
CORP DIR RISK

(Corporate Seal) (where applicable)

ATTEST:

Rita Alfano
Title: Rita Alfano, Witness

Principal PlayCore Wisconsin, Inc. dba GameTime

Signed: Chad Hall
Authorized Representative

Title: Director of Sales

Address: 150 PlayCore Drive SE
Fort Payne, AL 35967

Surety Federal Insurance Company

Signed: April D Perez
Authorized Representative

Printed: April D. Perez
Authorized Representative

Title: Attorney-in-Fact

Address: 202B Hall's Mill Road
Whitehouse Station, NJ 08889

STATE OF New Jersey, COUNTY OF Morris, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 20th day of February, 2026, personally appeared April D. Perez to me known to be the identical person who executed the foregoing, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

ANN MARIE KEANE
NOTARY PUBLIC
STATE OF NEW JERSEY Notary Public
AM

My Commission Expires: COMMISSION NO. 2252489

My Commission Number: EXPIRES MAY 19, 2030

Approved as to form and legality this 3 day of March, 2026.

William J. ...
City Attorney

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

ATTEST:

Mayor

City Clerk

Statutory Bond No. B-2526-73

Page 2 of 2

CORPORATE ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF DEKALB

On this 24th day of FEBRUARY, 2026 before me personally came

CLINT WHITESIDE to me known,

who, being by me duly sworn, did depose and say that he/she resides in

ALABAMA that he/she is the

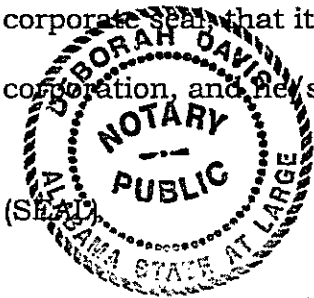
DIR SALES ADMIN of PlayCore Wisconsin, Inc. dba GameTime

that corporation described in and which executed the above instrument; that he/she

knows the seal of said corporation; that the seal affixed to said instrument is such

corporate seal, that it was so affixed by order of the Board of Directors of said

corporation, and he/she signed his/her name thereto by like order.



Deborah Davis:
3/24/2027

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Delaware corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint

April D. Perez

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than ball bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 19th day of July, 2024.

Rupert H.D. Swindells
Rupert HD Swindells, Assistant Secretary

Warren Eichhorn
Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

ss.

On this 19th day of July, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

Albert Contursi
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this February 20, 2026



Rupert H.D. Swindells
Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

PERFORMANCE BOND

Know all men by these presents, that Playcore Wisconsin, Inc. dba GameTime, as Principal, and Federal Insurance Company, a corporation organized under the laws of the State of Indiana, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the City of Norman, a Municipal Corporation of the State of Oklahoma, in the full and just sum of Two Hundred Twenty-Four Thousand, Nine Hundred Ninety-Nine Dollars and Ninety-Four CENTS, (\$224,999.94), for the payment of which sum Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the conditions of this obligation are such, that said Principal is the lowest and best bidder for the making of the following city work and improvements, viz.:

BLUESTEM PARK PLAYGROUND PROJECT

and has entered into a certain written contract (K-2526-151) with the City Of Norman dated this _____ day of _____, 2026, for the erection and construction of the above named project, that said Contract being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully perform and abide by said Contract and each and all specifications and covenants thereto; and if said Principal shall promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor performed on said work, whether incurred by Principal or subcontracts; and if said Principal shall protect and hold harmless the City of Norman from all loss, damage and expense to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or its agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of said Principal or its agents, servants, or employees, and if said Principal shall protect and save the City of Norman harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on this 20th day of February, 2026, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, on this 20th day of February, 2026.

[Signatures on following page]

(Corporate Seal) (where applicable)

ATTEST:

Maria C. Townson
Corporate Secretary (where applicable)
MARIA C TOWNSON
CORP DIR RISK
(Corporate Seal) (where applicable)

ATTEST:

Rita Alfano
Title: Rita Alfano, Witness

Principal PlayCore Wisconsin, Inc. dba GameTime

Signed: Chad A. ...
Authorized Representative

Title: Director of Sales
150 PlayCore Drive SE
Address: Fort Payne, AL 35967

Surety Federal Insurance Company

Signed: April D. Perez
Authorized Representative

Printed: April D. Perez
Authorized Representative

Title: Attorney-in-Fact
202B Hall's Mill Road
Address: Whitehouse Station, NJ 08889

STATE OF New Jersey, COUNTY OF Morris; SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 20th day of February, 2026, personally appeared April D. Perez to me known to be the identical person who executed the foregoing, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

ANN MARIE KEANE
NOTARY PUBLIC

STATE OF NEW JERSEY Notary Public

My Commission Expires: COMMISSION NO. 2252489
My Commission Number: EXPIRES MAY 19, 2030

Approved as to form and legality this 3 day of March, 2026.

William Wilton
City Attorney

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

ATTEST:

Mayor

City Clerk

CORPORATE ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF DEKALB

On this 24TH day of FEBRUARY, 2026 before me

personally came

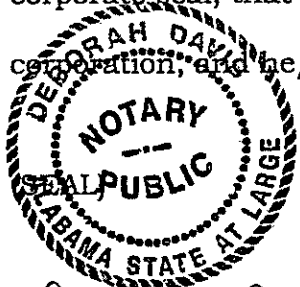
CLINT WHITESIDE to me known,

who, being by me duly sworn, did depose and say that he/she resides in

ALABAMA that he/she is the

DIR SALES ADMIN of PlayCore Wisconsin, Inc. dba GameTime

that corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and he/she signed his/her name thereto by like order.



Deborah Davis
3/24/2027

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Delaware corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint

April D. Perez

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 19th day of July, 2024.

Rupert H.D. Swindells
Rupert HD Swindells, Assistant Secretary

Warren Eichhorn
Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 19th day of July, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

Albert Contursi
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this February 20, 2026



Rupert H.D. Swindells
Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

MAINTENANCE BOND

Know all men by these presents, that Playcore Wisconsin, Inc. dba GameTime, as Principal, and Federal Insurance Company, as a corporation organized under the laws of the State of Indiana, and authorized to transact business in the state of Oklahoma, as Surety, are jointly and severally, firmly held and bound unto the City of Norman, herein called City, in the penal sum of Two Hundred Twenty-Four Thousand, Nine Hundred Ninety-Nine Dollars and Ninety-Four CENTS (\$224,999.94), in lawful money of the United States of America, same being one hundred percent (100%) of the cost of construction herein referred to for the payment of which sum Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the conditions of this obligation are such, that said Principal is the lowest and best bidder for the making of the following city work and improvements, viz.:

BLUESTEM PARK PLAYGROUND PROJECT

WHEREAS, the Principal, has entered into a certain Contract (K-2526-151) with the City dated this _____ day of _____, 2026, for the erection and construction of the above named Project, that Contract being incorporated herein by references as if fully set forth; and,

WHEREAS, under the ordinances of the City, the said Principal is required to furnish to the City a maintenance bond covering the said Project, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the said Project.

NOW, THEREFORE, the said Principal shall keep and maintain, subject to normal wear and tear, the said Project, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, for a period of one (1) year from the date of the written final acceptance thereof by the City, and shall promptly repair, without notice from the City, any and all defects or failures occurring or arising from improper workmanship, materials, or failure to protect new work until it is accepted within a period of one (1) year without notice from said City, and without expense to said City, thence this obligation shall be null and void and of no force and effect. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the Principal to make any needed repairs upon said Project, or to maintain any part of the same, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the Principal by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the Principal at the address set forth below, then the Principal and Surety shall jointly and severally be liable to the City, for the cost and expense for making such repairs, or otherwise maintaining the said Project.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

[Signatures on pages to follow]

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s) on this 20th day of February, 2026, and the said Surety has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its attorney-in-fact, authorized to do so, this 20th day of February, 2026.

(Corporate Seal) (where applicable)

Principal PlayCore Wisconsin, Inc. dba GameTime

ATTEST:

Signed: [Signature]
Authorized Representative

[Signature]
Corporate Secretary (where applicable)
MARIA C TOMLINSON
CORP DIR RISK
(Corporate Seal) (where applicable)

Title: Director of Sales
150 PlayCore Drive SE
Address: Fort Payne, AL 35967

Surety Federal Insurance Company

ATTEST:

Signed: [Signature]
Authorized Representative

[Signature]
Title: Rita Alfano, Witness

Printed: April D. Perez
Authorized Representative

Title: Attorney-in-Fact
202B Hall's Mill Road
Address: Whitehouse Station, NJ 08889

STATE OF New Jersey, COUNTY OF Morris, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 20th day of February, 2026, personally appeared April D. Perez to me known to be the identical person who executed the foregoing, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

ANN MARIE KEANE [Signature]
NOTARY PUBLIC Notary Public
STATE OF NEW JERSEY

My Commission Expires: COMMISSION-NO. 2252489
My Commission Number: EXPIRES MAY 19, 2030

[Signatures continued on following page]

Approved as to form and legality this 3 day of March, 2026.



City Attorney

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

ATTEST:

Mayor

City Clerk

CORPORATE ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF DEKALB

On this 20th 24th day of February, 2026 before me personally came

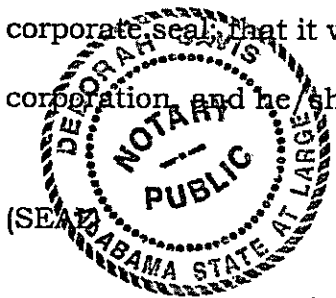
CLINT WHITESIDE to me known,

who, being by me duly sworn, did depose and say that he/she resides in

ALABAMA that he/she is the

DIR SALES ADMIN of PlayCore Wisconsin, Inc. dba GameTime

that corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and he/she signed his/her name thereto by like order.



Deborah Davis
3/24/2027

CHUBB'
Power of Attorney
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company


Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint

April D. Perez

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 19th day of July, 2024.


Rupert HD Swindells, Assistant Secretary


Warren Eichhorn, Vice President




STATE OF NEW JERSEY
County of Hunterdon ss.

On this 19th day of July, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognitions, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

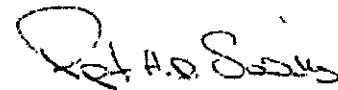
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this February 20, 2026




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Resolution

R-2526-109

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING WISCONSIN, INC. D/B/A GAMETIME, AS PROJECT AGENT FOR THE FOR THE BLUESTEM PARK PLAYGROUND PROJECT FOR THE CITY OF NORMAN.

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by GameTime, for the Bluestem Park Playground Project; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on GameTime, its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, GameTime, to purchase materials which are in fact used for the Bluestem Park Playground Project; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that GameTime, shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

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

- § 4. That the City of Norman, Oklahoma, on the 10th day of March, 2026, did appoint GameTime, who is involved with the Bluestem Park Playground Project, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the Bluestem Park Playground Project.

PASSED AND ADOPTED THIS 10TH DAY OF MARCH 2026.

Mayor Stephen T. Holman

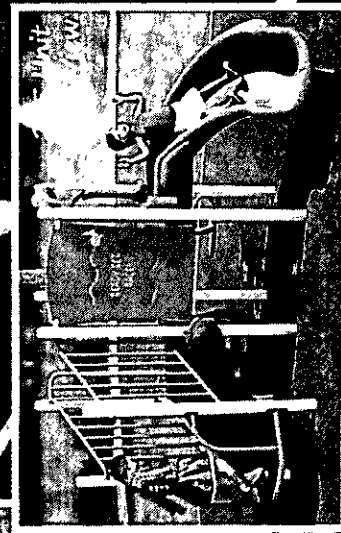
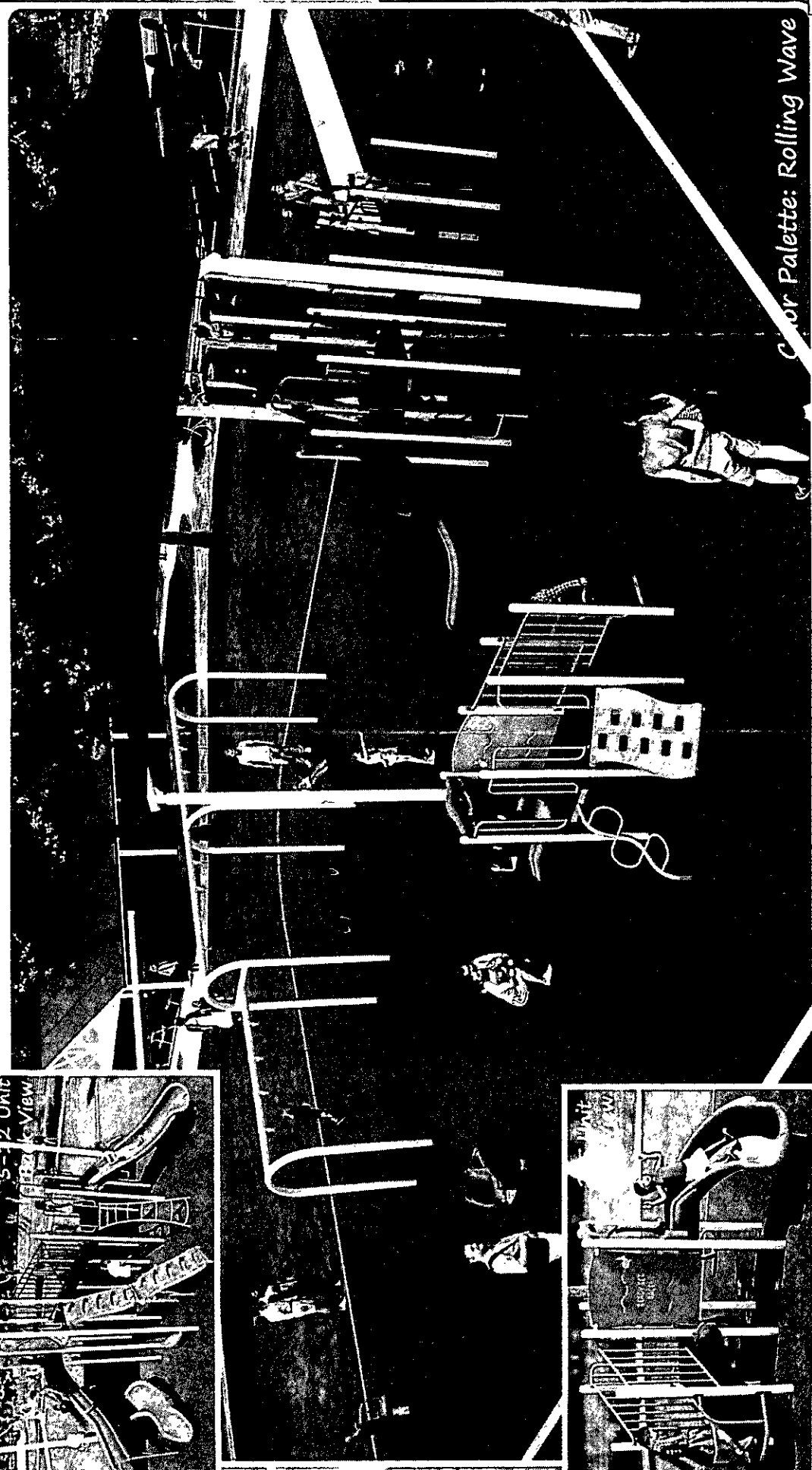
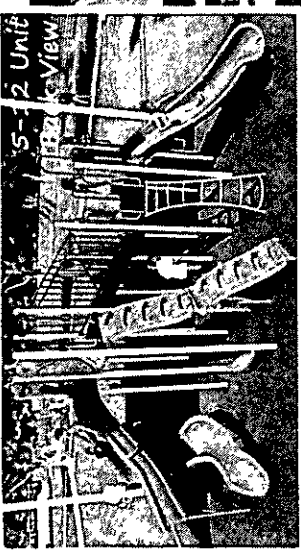
ATTEST:

City Clerk



RFP 2526-20 Bluestem Park

Design • Build • PLAY!



Color Palette: Rolling Wave

Bid Tabulation
RFP 2526-20 Bluestem Park Playground
Budget--\$225,000

	Vendor	Price	Notes
1.	Cunningham (GameTime)	\$224,999.94	Voted highest
2.	Happy Playgrounds (A)	\$225,000	Second Place
3.	Actively Play	\$224,471.55	Third Place
4.	Happy Playgrounds (B)	\$225,000	
5.	Miracle Recreation	\$225,000	
6.	Crouch (Kompan)	\$225,000	
7.	Platinum Playgrounds	\$225,000	DQ (Did Not Follow Spec)
8.	Play by Design (Burke)	\$225,000	DQ (Did Not Follow Spec)
11.	ACS Playgrounds (1)	\$225,000	DQ (Did Not Follow Spec)
12.	ACS Playgrounds (2)	\$225,000	DQ (Did Not Follow Spec)
13.	AB Creative	\$224,695.69	DQ (Did Not Follow Spec)
14.	Play & Park Structures (1)	\$260,690.38	DQ (Overbudget)
14.	Play & Park Structures (2)	\$273,574.91	DQ (Overbudget)
15.	Technology International	\$197,300	DQ (Did Not Spend Budget)



CITY OF NORMAN, OK
CITY COUNCIL REGULAR MEETING -AMENDED
Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, March 24, 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, AND NORMAN TAX INCREMENT FINANCE AUTHORITY

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2526-35: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING FRIDAY, APRIL 24, 2026, AS ARBOR DAY IN THE CITY OF NORMAN.

COUNCIL ANNOUNCEMENTS

CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 2 through Item 30 be placed on the consent docket.

APPROVAL OF MINUTES

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

CITY COUNCIL, NORMAN UTILITIES AUTHORITY, NORMAN MUNICIPAL AUTHORITY, AND NORMAN TAX INCREMENT FINANCE AUTHORITY MEETING MINUTES OF FEBRUARY 10, 2026 AND FEBRUARY 24, 2026.

CITY COUNCIL STUDY SESSION MEETING MINUTES OF FEBRUARY 17, 2026.

CITY COUNCIL CONFERENCE MEETING MINUTES OF FEBRUARY 24, 2026.

CITY COUNCIL SPECIAL MEETING MINUTES OF MARCH 3, 2026.

CITY COUNCIL OVERSIGHT COMMITTEE MEETING MINUTES OF FEBRUARY 12, 2026.

CITY COUNCIL FINANCE COMMITTEE MEETING MINUTES OF FEBRUARY 19, 2026.

CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE MEETING MINUTES OF JANUARY 22, 2026, AND FEBRUARY 26, 2026

Appointments

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

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT

TERM: 06-28-26 TO 06-28-30, AMANDA NAIRN – WARD 6

TERM: 06-28-26 TO 06-28-30, DR. EDGAR O'REAR – WARD 8

BICYCLE ADVISORY COMMITTEE

TERM: 03-10-26 TO 02-13-29, PETER SOPPELSA – WARD 2

HISTORIC DISTRICT COMMISSION

TERM: 03-10-26 TO 10-26-26, TRENT BAGGETT – WARD 4

SOCIAL AND VOLUNTARY SERVICES COMMISSION

TERM: 03-10-26 TO 12-09-28, LISA SCHMIDT – WARD 2

Reports/Communications

4. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF THE MONTHLY DEPARTMENTAL REPORT FOR THE MONTH OF FEBRUARY 2026.
5. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF FEBRUARY 28, 2026, AND DIRECTING THE FILING THEREOF.
6. CONSIDERATION OF SUBMISSION, ACKNOWLEDGEMENT, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF RECEIPT OF REPORT ENTITLED "THE CITY OF NORMAN SINGLE AUDIT REPORT FOR THE YEAR ENDED JUNE 30, 2025," AS PREPARED BY THE CITY OF NORMAN FINANCE DEPARTMENT AND AUDITED BY THE FIRM OF FORVIS MAZARS, L.L.P., FOR THE CITY OF NORMAN, OKLAHOMA, NORMAN UTILITIES AUTHORITY, NORMAN MUNICIPAL AUTHORITY, NORMAN ECONOMIC DEVELOPMENT AUTHORITY AND NORMAN TAX INCREMENT FINANCE AUTHORITY.

Bids

7. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2526-31: SUBMITTED BY RCC TRAFFIC, L.L.C., FOR INSTALLED PAVEMENT MARKINGS FOR THE TRAFFIC CONTROL DIVISION AS OUTLINED IN THE STAFF REPORT.

Conveyance of Deed

8. CONSIDERATION OF APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2526-128: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, COMPLETING A WARRANTY DEED FROM THE CITY OF NORMAN, OKLAHOMA, TO MONTEREY DEVELOPMENT COMPANY, L.L.C., FOR A 0.0059 ACRE STRIP OF LAND ADJACENT TO MONTEREY III ADDITION AS PART OF THE FINAL PARK LAND DEDICATION AMOUNT REQUIRED FOR MONTEREY ADDITION.

Contracts

9. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT FOUR TO CONTRACT K-1617-105: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND GARVER, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$174,906.00 FOR A REVISED CONTRACT AMOUNT OF \$644,256.00 TO PROVIDE ADDITIONAL DESIGN SERVICES FOR THE JAMES GARNER AVENUE PROJECT FROM ACRES STREET TO FLOOD AVENUE (WARD 4)

10. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-1920-96: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND CH2MHILL ENGINEERS, INC. INCREASING THE CONTRACT AMOUNT BY \$121,687 FOR A REVISED CONTRACT AMOUNT OF \$401,934 FOR THE ROBINSON 30-INCH TRANSMISSION MAIN, 12TH AVE NE TO 24TH AVE NE, PROJECT. (WARDS 4 AND 6)
11. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT TWO TO CONTRACT K-2021-67: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND GREELEY AND HANSEN, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$149,700 FOR A REVISED CONTRACT AMOUNT OF \$587,301 FOR THE NORMAN WATER RECLAMATION MAIN CONTROL BUILDING RENOVATION AND WATER RECLAMATION FACILITY NEW MAINTENANCE STORAGE BUILDING PROJECTS AND FUND TRANSFER AS OUTLINED IN THE STAFF REPORT. (CITY)
12. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER THREE FOR CONTRACT K-2324-70: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND KRAPFF REYNOLDS CONSTRUCTION COMPANY INC., INCREASING THE CONTRACT AMOUNT BY \$161,798.25 FOR A REVISED CONTRACT AMOUNT OF \$5,582,788.75 FOR THE SEWER MAINTENANCE PROGRAM 2019, FINAL ACCEPTANCE AND FINAL PAYMENT OF THE PROJECT. (WARD 2)
13. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER ONE TO CONTRACT K-2425-69: BY AND BETWEEN THE CITY OF NORMAN AND SAC SERVICES, INC., DECREASING THE CONTRACT AMOUNT FROM \$1,406,744.80 TO \$1,275,786.55, FINAL ACCEPTANCE AND FINAL PAYMENT OF \$66,220.72 FOR THE BOYD STREET STORM SEWER REPLACEMENT PROJECT (WARD 4)
14. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2425-92: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND DOWNEY CONTRACTING, L.L.C., FOR THE ALAMEDA STORMWATER PARK CONSTRUCTION PROJECT AND FINAL PAYMENT OF \$54,002.51. (WARD 4)
15. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER ONE TO CONTRACT K-2425-96: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND ELLSWORTH CONSTRUCTION OKC, L.L.C., INCREASING THE CONTRACT AMOUNT FROM \$940,547.29 TO \$958,371.31, FINAL ACCEPTANCE AND FINAL PAYMENT OF \$47,918.54 FOR THE FYE 2025 URBAN RECONSTRUCTION PROJECT. (WARD 4)

16. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER ONE TO CONTRACT K-2425-105: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND FIRST WATER CONTRACTING, L.L.C., DECREASING THE CONTRACT AMOUNT FROM \$1,794,115.75 TO \$1,768,055.75, FINAL ACCEPTANCE AND FINAL PAYMENT OF \$26,060.00 FOR THE ASPHALT PAVEMENT – FYE 2025 LOCATIONS PROJECT. (WARDS 3, 4, 5 AND 8)
17. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER ONE TO K-2425-113: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SOUTHWEST WATER WORKS, L.L.C., INCREASING THE CONTRACT BY \$348,120 FOR A REVISED CONTRACT AMOUNT OF \$1,933,470 AND INCREASING THE CONTRACT TIME BY 60 CALENDAR DAYS FOR PROJECT WEST BROOKS WATERLINE PROJECT AND APPROPRIATION AND TRANSFER AS OUTLINED IN THE STAFF REPORT. (WARDS 2 & 3)
18. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER ONE TO CONTRACT K-2526-11: BY AND BETWEEN THE CITY OF NORMAN AND ARROYO'S CONCRETE, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$2,235.55 FOR A REVISED AMOUNT OF \$191,065.55, FINAL ACCEPTANCE, FINAL PAYMENT OF \$9,553.27 FOR THE ALLEYS CENTER CITY TAX INCREMENT FINANCING – ALLEY RECONSTRUCTION PROJECT #1, AND BUDGET APPROPRIATION AS OUTLINED IN STAFF REPORT. (WARD 4)
19. CONSIDERATION OF APPROVAL, ACCEPTANCE, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF AWARDDING BID 2526-27, CONTRACT K-2526-25: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND VORTEX SERVICES, L.L.C., IN THE AMOUNT OF \$5,302,033, PERFORMANCE BOND B-2526-47, STATUTORY BOND B-2526-48, AND MAINTENANCE BOND MB-2526-39 FOR THE SEWER MAINTENANCE PROJECT (SMP) FOR FISCAL YEAR ENDING 2018, BUDGET TRANSFERS, AND APPROPRIATION AS OUTLINED IN THE STAFF REPORT. (WARD 2 and 4)
20. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER ONE TO CONTRACT K-2526-33: BY AND BETWEEN THE CITY OF NORMAN AND K&R BUILDERS, INCREASING THE CONTRACT AMOUNT FROM \$622,795.38 TO \$703,039.17, FINAL ACCEPTANCE AND FINAL PAYMENT OF \$103,754.26 FOR THE POST OAK BRIDGE REPLACEMENT PROJECT. (WARD 5)
21. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-109: BY AND BETWEEN NORMAN UTILITIES AUTHORITY AND COWAN GROUP ENGINEERING, L.L.C., IN THE AMOUNT OF \$344,000 TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE FISCAL YEAR ENDING 2024 SEWER MAINTENANCE PROJECT AND BUDGET TRANSFERS AS OUTLINED IN THE STAFF REPORT. (WARD 1)

22. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF \$1518.00 FROM PETCO LOVE TO BE USED BY THE ANIMAL WELFARE DIVISION OF THE POLICE DEPARTMENT AS A STIPEND FOR ADMINISTERING 506 VACCINES TO OWNED PETS AT NO COST TO RESIDENTS; APPROVAL OF CONTRACT K-2526-154; AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.
23. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF \$7,448.96 TO THE CITY OF NORMAN, FROM OKLAHOMA STATE BUREAU OF INVESTIGATION (OSBI) THROUGH THE INTERNET CRIMES AGAINST CHILDREN (ICAC) TASK FORCE TO BE USED BY THE NORMAN POLICE DEPARTMENT TO PURCHASE COMPUTER EQUIPMENT; CONTRACT K-2526-155; AND BUDGET APPROPRIATION FROM THE SPECIAL GRANT FUND BALANCE AS OUTLINED IN THE STAFF REPORT.
24. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-159: BY AND BETWEEN THE CITY OF NORMAN AND E & E LAWN CARE, INC., FOR MOWING, SECURING OF STRUCTURES, AND THE REMOVAL OF HEALTH NUISANCES FOR THE CODE COMPLIANCE DIVISION FROM APRIL 1, 2026, THROUGH MARCH 31, 2027.
25. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-160: BY AND BETWEEN THE CITY OF NORMAN AND GIVENS PROPERTY MAINTENANCE AND WEED CONTROL, L.L.C., FOR MOWING, SECURING OF STRUCTURES, AND THE REMOVAL OF HEALTH NUISANCES FOR THE CODE COMPLIANCE DIVISION FROM APRIL 1, 2026, THROUGH MARCH 31, 2027.
26. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RFP-2526-5 AND CONTRACT K-2526-161: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CLARION ASSOCIATES, INC., IN THE AMOUNT OF \$480,335, FOR THE DEVELOPMENT CODE UPDATE AND PARKING STUDY BEGINNING MARCH 25, 2026. (City)
27. CONSIDERATION OF ADOPTION, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2526-161: A TERM SHEET BETWEEN SOONER FASHION MALL, L.L.C., AND THE CITY OF NORMAN, OKLAHOMA, SETTING FORTH PROPOSED TERMS FOR A SALES TAX REBATE AGREEMENT.

Resolutions

28. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2526-125: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$30,288.15 FROM REFUNDS / REIMBURSEMENTS MISCELLANEOUS ACCOUNTS TO PAY FOR REPAIRS TO CITY OF NORMAN VEHICLES DAMAGED BY OTHER DRIVERS IN TRAFFIC COLLISIONS.

29. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2526-126: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$14,468.65 APPROPRIATION OF FUNDS FROM RISK MANAGEMENT MISCELLANEOUS REIMBURSEMENTS/REFUNDS ACCOUNT TO REPAIR AND REPLACE TRAFFIC SIGNAL EQUIPMENT OR TRAFFIC SIGNS DAMAGED IN TRAFFIC COLLISIONS.
30. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-31 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF CHAPTER 36 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE A REPLAT OF THE EAST 236 FEET OF LOT SIX (6) AND THE EAST 200 FEET OF LOT SEVEN (7), OF ELMWOOD ADDITION, AND LOT TWELVE (12), IN BLOCK ONE (1), OF PARKVIEW ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM A CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT, AND PLACE SAME IN A CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (THE NOUN HOTEL 542 AND 534 S. UNIVERSITY BOULEVARD; WARD 4) **APPLICANT REQUESTED POSTPONEMENT TO APRIL 14, 2026.**

NON-CONSENT ITEMS

Second Reading Ordinance

31. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2526-139: BY AND BETWEEN THE CITY OF NORMAN AND THE OKLAHOMA TURNPIKE AUTHORITY FOR THE EAST-WEST CONNECTOR UTILITY RELOCATION AGREEMENT, FOR THE RELOCATION OF WATER WELLS AND WATERLINES GENERALLY BETWEEN 48TH AVENUE NW AND 24TH AVENUE NW AND ASSOCIATED BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT. (WARDS 3 & 8)
32. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-156: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND OKLAHOMA TURNPIKE AUTHORITY (OTA), IN THE AMOUNT OF \$2,200,000 FOR THE CONSTRUCTION OF 36TH AVENUE NW PHASE 2 PROJECT FROM 700 FEET NORTH FRANKLIN ROAD TO INDIAN HILLS ROAD AND RELATING TO THE EAST-WEST CONNECTOR AND ASSOCIATED MAINTENANCE AND ACCESS AGREEMENTS, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT. (WARD 3)

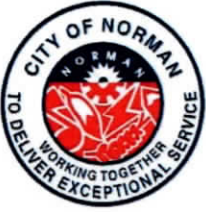
MISCELLANEOUS COMMENTS

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

ADJOURNMENT

File Attachments for Item:

1. CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2526-35: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING FRIDAY, APRIL 24, 2026, AS ARBOR DAY IN THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 03/24/2025

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Michele, Loudenback, Environmental & Sustainability Manager

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2526-35: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING FRIDAY, APRIL 24, 2026, AS ARBOR DAY IN THE CITY OF NORMAN.

P-2526-35

A PROCLAMATION OF THE MAYOR OF THE
CITY OF NORMAN, OKLAHOMA, PROCLAIMING
FRIDAY, APRIL 24, 2026, AS ARBOR DAY IN THE
CITY OF NORMAN.

- § 1. WHEREAS, Oklahoma has recognized Arbor Day through observance and ceremonies for more than 100 years; and
- § 2. WHEREAS, we recognize the importance of planting trees to beautify our parks and public places and around our homes and businesses; and
- § 3. WHEREAS, we recognize the environmental, social and economic benefits of trees such as providing shade; creating a sense of community and visually pleasing neighborhoods; reducing home heating and cooling costs, reducing air pollution, noise pollution and soil erosion; and enhancing property value and economic vitality of business areas; and
- § 4. WHEREAS, it is the purpose of Arbor Day to encourage the planting of trees in urban and rural areas, promote proper management of trees; and to remember the many benefits we receive from trees; and
- § 5. WHEREAS, Norman has been awarded for the twenty-second consecutive year, **Tree City USA** status by the Arbor Day Foundation; and
- § 6. WHEREAS, the City Utilities Department – Division of Environmental Resilience and Sustainability (DoERS), City of Norman Parks and Recreation and Norman Board of Park Commissioners have scheduled an Arbor Day observance Sunday, April 26, 2026, at 3:00 p.m., at the Earth Day Festival in Reaves Park with a tree planting and presentation.

NOW, THEREFORE, I, MAYOR OF THE CITY OF NORMAN, OKLAHOMA:

- § 7. Do hereby proclaim Friday, April 24, 2026, as Arbor Day in the City of Norman and encourage all citizens to observe Arbor Day by planting an Oklahoma proven tree for the benefit of all citizens and that of future generations.

PASSED AND APPROVED this 24th day of March, 2026.

ATTEST:

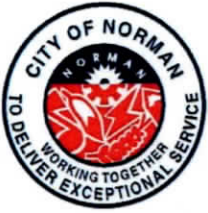
Mayor, Stephen T. Holman

City Clerk



File Attachments for Item:

8. CONSIDERATION OF APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2526-128: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, COMPLETING A WARRANTY DEED FROM THE CITY OF NORMAN, OKLAHOMA, TO MONTEREY DEVELOPMENT COMPANY, L.L.C., FOR A 0.0059 ACRE STRIP OF LAND ADJACENT TO MONTEREY III ADDITION AS PART OF THE FINAL PARK LAND DEDICATION AMOUNT REQUIRED FOR MONTEREY ADDITION.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 3/24/2026

REQUESTER: James Briggs, Park Development Manager

PRESENTER: Jason Olsen, Director of Parks & Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2526-128: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, COMPLETING A WARRANTY DEED FROM THE CITY OF NORMAN, OKLAHOMA, TO MONTEREY DEVELOPMENT COMPANY, L.L.C., FOR A 0.0059 ACRE STRIP OF LAND ADJACENT TO MONTEREY III ADDITION AS PART OF THE FINAL PARK LAND DEDICATION AMOUNT REQUIRED FOR MONTEREY ADDITION.

BACKGROUND:

In 2005, a preliminary plat was approved for land south of Cedar Lane Road and west of the BNSF Railroad Tracks for the development of Cedar Lane Addition. The Board of Park Commissioners accepted the staff recommendation at that time to provide an estimated 5 acres of park land from the developer to satisfy the City of Norman's Park Land Dedication ordinance. As time passed, the preliminary plat for Cedar Lane Addition split into two final plats—one for Monterey Addition and one for Cedar Lane Addition.

Each addition was responsible for its portion of the required park land as development continued, which would ultimately total 4.69 acres once all final plats were filed. In 2010, we received a deed for a 17-foot-wide, 0.3258-acre strip of land from Monterey, which covered their park dedication up to that date. The remainder of the Monterey Addition park land would come later as development continued and final plats were approved. Cedar Lane Addition also contributed all of the land they owed in a single dedication in 2011, totaling 4.3729 acres. The Monterey and Cedar Lane park land dedications are contiguous parcels. At that point, the city had enough land to proceed with the development of a large neighborhood park, which was completed as Songbird Park in 2019.

At that time, Monterey had not built any additional housing sections beyond its first phase. The land they would eventually have to deed to the city is a strip of uncleared land adjacent to their original 17-foot-wide land dedication, which is currently the western edge of Songbird Park. The additional land dedication will be easily added to Songbird by removing the fence that currently separates it from the City-owned property, allowing city crews to develop and maintain that area like the rest of the park.

DISCUSSION:

The developer of Monterey Addition has contacted the Parks and Recreation Department and is prepared to issue a warranty deed to the City of Norman for the remaining land they owe to fulfill their park land obligation, now that they are final-platting the remainder of their development. However, they have discovered that the 17-foot-wide strip of land they deeded to the city in 2005 needs to be adjusted by 2 feet to make the size of one of their residential lots adjacent to the current park land the proper size for final grading, fencing, and underground storm sewer clearance.

In order to do this, the amount of land described in the deed for the lot adjustment will be accounted for by a slight widening of the remaining park land they will deed to the city adjacent to Songbird Park. The south end of the Monterey Addition park land dedication being adjusted also provides a pedestrian connection from Monterey Addition to the park in the remaining 15-foot-wide strip adjacent to the house lot being adjusted on Presidio Drive (see overall park dedication exhibit). There is also a drainage easement being granted to the city from the developer that will cross the park land shown on the exhibit.

Accepting the additional park land and the drainage easement are normal actions handled by City staff. However, the conveyance of land from the city to a private party needs Council approval. This Item is being presented only to approve staff to execute the deed of the 0.0059-acre of land as shown in Exhibit A. All final deeds will be filed with the county upon approval.

RECOMMENDATION 1:

It is recommended that the City Council approve Resolution Number R-2526-128 and execute a Warranty Deed to convey 0.0059 acres of land from the original public park land dedication from Monterey Addition back to Monterey Development Company L.L.C., in order to provide a proper lot size for the Monterey III development.

RECOMMENDATION 2:

It is also recommended that the City Council accept a deed from Monterey Development Company for public park land in the amount of 0.7722 acres adjacent to Songbird Park, which will include their final park land dedication acreage, plus an amount of land equal to the .0059 acres of land being deeded back to Monterey via this action.

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT The City of Norman, Oklahoma (Grantor), a municipal corporation of Cleveland County, party of the first part, in consideration of the sum of TEN DOLLARS (\$ 10.00), receipt of which is hereby acknowledged, and for and upon other good and valuable consideration do hereby grant, bargain, sell and convey unto the Monterey Development Company, LLC (Grantee), party of the second part, the fee simple title in and to the following described real property and premises, and including all right, title and interest in and to the airspace, light and view above the surface of the lands herein described, reserving and excepting the mineral interests, therein, to-wit::

See Exhibit "A" attached hereto.

Together with all improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

To have and to hold said described premises unto said Grantee, its heirs and assigns forever, free clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature, reserving and excepting the mineral interests therein; provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land by the Grantee.

Signed and delivered this ____ day of _____, 2026.

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of March, 2026, personally appeared _____ (Grantor), to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: _____ Notary Public: _____

Approved as to form and legality this 18 day of March, 2026.



City Attorney

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

Mayor

ATTEST:

City Clerk

SEAL:

EXHIBIT "A"
LEGAL DESCRIPTION
for
MONTEREY SECTION III
PARK LAND REDUCTION

A Tract of land located in part of the Northwest Quarter (NW/4) of Section Sixteen (16), Township Eight (8) North, Range Two (2) West of the Indian Meridian, City of Norman, Cleveland County, Oklahoma, more particularly described as follows:

The west 2.00 feet of the south 128.5 feet of the tract of land described in a deed to the City of Norman found in Book 4789, Page 1468 in the records of the Cleveland County Clerk being further described as follows:

COMMENCING at the Southeast corner of said tract of land described in Deed of Book 4789, Page 1468;
Thence South 89°26'54" West along the south line of said tract a distance of 15.00 feet to the POINT OF BEGINNING;

Thence Continuing South 89°26'54" West along said south line a distance of 2.00 feet to the southwest corner of said deed tract;

Thence North 00°12'05" West along the west line of said deed tract, a distance of 128.50 feet;

Thence North 89°26'54" East, parallel with the south line of said deed tract, a distance of 2.00 feet;

Thence South 00°12'05" East, parallel with the west line of said deed tract, a distance of 128.50 feet, to the POINT OF BEGINNING;

Said area containing 0.0059 acre, more or less. (See Exhibit "A" drawing, attached).

R-2526-128

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, COMPLETING A WARRANTY DEED FROM THE CITY OF NORMAN, OKLAHOMA, TO MONTEREY DEVELOPMENT COMPANY, L.L.C., FOR A 0.0059 ACRE STRIP OF LAND ADJACENT TO MONTEREY III ADDITION AS PART OF THE FINAL PARK LAND DEDICATION AMOUNT REQUIRED FOR MONTEREY ADDITION.

- § 1. WHEREAS, in 2005, the City Council approved a plat for Cedar Lane Addition that included a land decision from the Board of Park Commissioners to satisfy the Park Land Dedication requirements for this Addition; and
- § 2. WHEREAS, in 2010 the City Council accepted park land deeds from the developers building the Cedar Lane and Monterey Additions as separate final plats for the original Cedar Lane Addition after it split into two separate developments, including a 0.3258 acre deed from Monterey Addition for the land they owed for the section they were developing at that time; and
- § 3. WHEREAS, the City of Norman completed development of the land acquired from Cedar Lane and Monterey Additions as a public park named Songbird Park in 2019, with the understanding that additional park land would be donated to the City adjacent to Songbird Park by Monterey Addition as that developer filed the remainder of their final plats for their future additions; and
- § 4. WHEREAS, Monterey Addition is now moving forward with final platting for the remainder of their land, which includes a need to adjust the width of a small portion of their original park land dedication from 2010 by 2 feet for a distance of 128.5 feet in order to provide the proper width for a house lot adjacent to that land, with the total 0.0059 acre of land contained in that adjustment being accommodated in the additional park land being dedicated to the City of Norman to fulfill their remaining Park Land Dedication via a separate deed.

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

- § 5. That the Council approve executing a Warranty Deed to convey a 0.0059 acre tract of land from the original park land dedication from Monterey Addition back to Monterey Development Company, L.L.C., in order to complete the park land dedication required of Monterey III Addition.

PASSED AND ADOPTED THIS 24th DAY OF MARCH 2026.

Mayor, Stephen T. Holman

ATTEST:

City Clerk



File Attachments for Item:

14. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2425-92: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND DOWNEY CONTRACTING, L.L.C., FOR THE ALAMEDA STORMWATER PARK CONSTRUCTION PROJECT AND FINAL PAYMENT OF \$54,002.51. Ward 4



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 03/24/2026

REQUESTER: James Briggs, Park Development Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2425-92: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND DOWNEY CONTRACTING, L.L.C., FOR THE ALAMEDA STORMWATER PARK CONSTRUCTION PROJECT AND FINAL PAYMENT OF \$54,002.51. Ward 4

BACKGROUND:

On April 12, 2021, the City of Norman purchased land located at the corner of Alameda Street and Carter Avenue, just east of Porter Avenue. The land was undeveloped, with heavy tree cover and a large section of Bishop Creek passing through it. On April 27, 2021, the City of Norman entered into a contract with the Planning Design Group (P.D.G.) for design services for what was then called the "Norman Nature Park" Master Plan, to be created on this site as both a stormwater control project and a public park. On June 14, 2022, Council approved and allocated \$1,500,000 in the Capital Improvements Projects Budget for FY23 for the final design documents and subsequent construction of the Norman Nature Park (then re-named as the "Carter/Alameda Stormwater Park"; and then later shortened to "Alameda Stormwater Park") On June 24, 2025, City Council approved Contract Number K-2425-92 with Downey Contracting, L.L.C. (Downey), for the Alameda Stormwater Park Construction Project.

The project included construction of the new Stormwater control feature (detention pond), the park trails (including some boardwalk structures across the wetland areas), a parking lot with rain garden drainage control, all site grading and drainage work, solar-powered park security lighting, and preparation of the area for construction of a future playground. The site has been closed to public access during construction, with fence material installed by the City of Norman when the land was bought and first cleared of large debris, and items dumped there over the past 30 years.

As the project got started, the Park Board naming committee approved one final name change of the site to "Bishop Creek Eco Park"; however, all contract documents have kept the name "Alameda Stormwater Park", which is what is being closed out with this agenda item. The final total cost to Downey for the work under the contract for Alameda Stormwater Park construction was \$1,092,580.

DISCUSSION:

Work began in July 2025. Monthly progress payments were made during project construction, as work could be done during good weather in the summer and fall months and into mild winter weather. Staff from the Park Development Division were on-site with the architect and contractor every other week and independently throughout the project to manage construction and coordinate other work by city staff to help complete parts of the project that were not part of Downey's scope. Some adjustments were made to work items in the original project award to eliminate underground drainage and wall segments, and to add additional grading and paving for accessibility reasons.

The net effect of the changes is a slightly reduced amount owed to Downey upon project completion. The net amount of \$12,529.88, not billed by Downey in their final pay application, will be returned to the project fund balance. Those funds, plus any funds not awarded to P.D.G. or Downey, will now be used by our internal staff project manager to complete other designed features of the park that were not awarded to Downey, such as new perimeter fencing, additional plantings and tree maintenance, hydroseeding with native species, and purchase and installation of park signage, furniture, and a small covered shelter overlooking the park. The site will remain fenced off until various local contractors complete these items.

On February 9, 2026, City of Norman Parks and Recreation Staff met with the Downey project managers and the project architect from P.D.G. for a final punch list walk-through of the site for the Alameda Stormwater Park (now Bishop Creek Eco Park) Project and found the work done by Downey to be complete as per specifications.

RECOMMENDATION:

It is recommended that the City Council accept the Alameda Stormwater Park Construction Project as complete and authorize final payment in the amount of \$54,002.51 to Downey Contracting, L.L.C. Funding is available for this project in the Capital Fund Carter/Alameda Stormwater Park Construction Account (account 50794442-46101; project PR0028).