

# City of Norman, OK

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



## Meeting Agenda

**Tuesday, April 22, 2025**

**6:30 PM**

### **DIRECTOR OF PARKS AND RECREATION**

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

### **City Council**

***Austin Ball, Ward 1, Matthew Peacock, Ward 2, Bree Montoya, Ward 3,  
Helen Grant Ward 4, Michael Nash, Ward 5, Joshua Hinkle, Ward 6,  
Stephen Tyler Holman, Ward 7, Scott Dixon, Ward 8, Mayor Larry Heikkila.***



## CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069  
Tuesday, April 22, 2025 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 3 minutes per person per item. There will be no yielding of time to another person. Sign up does not guarantee you will get to speak if the allotted time for that item has already been exhausted. If there is time remaining after those registered to speak have spoken, persons not previously signed up may have the opportunity to speak. Comments received must be limited to the motion on the floor only.

#### **CALL TO ORDER**

#### **ROLL CALL**

#### **PLEDGE OF ALLEGIANCE**

#### **AWARDS AND PRESENTATIONS**

1. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-125: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, COMMENDING AND EXTENDING APPRECIATION TO THE STUDENTS OF NORMAN NORTH HIGH SCHOOL AND NORMAN HIGH SCHOOL FOR THEIR EXTRAORDINARY PHILANTHROPIC EFFORTS AND COMMUNITY SERVICE ACTIVITIES IN THE 2024-2025 SCHOOL YEAR.



## PROCLAMATIONS

2. CONSIDERATION OF ACKNOWLEDGMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-25: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING FRIDAY, APRIL 25, 2025 AS ARBOR DAY IN THE CITY OF NORMAN.
3. CONSIDERATION OF ACKNOWLEDGMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-26: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THURSDAY, MAY 1, 2025, AS LEADERSHIP OKLAHOMA DAY IN THE CITY OF NORMAN.
4. CONSIDERATION OF ACKNOWLEDGMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-28: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SATURDAY, APRIL 26, 2025, AS NORMAN MUSIC FESTIVAL DAY IN THE CITY OF NORMAN.
5. CONSIDERATION OF ACKNOWLEDGMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-32: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THURSDAY, MAY 15, 2025, AS PEACE OFFICERS MEMORIAL DAY AND THE WEEK OF MAY 11 THROUGH MAY 17, 2025, AS NATIONAL POLICE WEEK IN THE CITY OF NORMAN.

## COUNCIL ANNOUNCEMENTS

### CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 6 through Item 28 be placed on the consent docket.

### APPROVAL OF MINUTES

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

CITY COUNCIL CONFERENCE MEETING MINUTES OF APRIL 23, 2024 AND MARCH 11, 2025.

CITY COUNCIL SPECIAL MEETING MINUTES OF APRIL 1, 2025.

CITY COUNCIL STUDY SESSION MEETING MINUTES OF APRIL 30, 2024.

### **First Reading Ordinance**

7. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-22 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOT ONE (1), IN BLOCK TWO (2), OF EAST LINDSEY PLAZA SECTION 5, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1451 12<sup>TH</sup> AVENUE SOUTHEAST)

### **Appointments**

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

#### **BOARD OF PARKS COMMISSIONERS**

TERM: 04/22/25 TO 01/01/28, TORI TEDDER-LOFFLAND, WARD 4

### **Reports/Communications**

9. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF MARCH 31, 2025, AND DIRECTING THE FILING THEREOF.
10. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF THE MONTHLY DEPARTMENTAL REPORT FOR THE MONTH OF MARCH 2025.
11. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF FISCAL YEAR 2025-2026 CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT (COMCD) BUDGET AND DIRECTING THE INCLUSION OF THAT AMOUNT APPLICABLE IN THE PROPOSED FISCAL YEAR 2026 CITY OF NORMAN BUDGET.

### **Request for Payment**

12. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF SPECIAL CLAIM SC-2425-4: SUBMITTED BY ELLAINA PINKERTON IN THE AMOUNT OF \$13,504.65 FOR EXPENSES SHE INCURRED WHEN HER VEHICLE WAS DAMAGED ON AUGUST 1, 2024, AT THE NORMAN POLICE DEPARTMENT PARKING LOT.

### **Settlement**

13. 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 \$10,368 REGARDING ALLEN SHELTON VS. THE CITY OF NORMAN, OKLAHOMA WORKERS' COMPENSATION COMMISSION CASE 2024-03108 M.
14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2425-114: A CONSENT ORDER BETWEEN NORMAN UTILITIES AUTHORITY AND THE STATE OF OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY FOR AN AGREED PENALTY OF \$8,500 AND SUPPLEMENTAL ENVIRONMENTAL PROJECT OF \$3,000, CLOSING NOTICE OF VIOLATION NO. W-20806-25-1.

### **Acceptance of Grant**

15. CONSIDERATION OF SUBMISSION OF THE CERTIFIED LOCAL GOVERNMENTS (CLG) PROGRAM 2025-2026 APPLICATION FOR FUNDING IN THE AMOUNT OF \$7,875 TO BE SUBMITTED TO THE OKLAHOMA STATE HISTORIC PRESERVATION OFFICE.

### **Easement**

16. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2425-18: A PERMANENT EASEMENT GRANTED BY THE CITY OF NORMAN TO WILDWOOD COMMUNITY CHURCH, INC., ON AND THROUGH A SECTION OF THE HALL PARK GREENBELT FOR THE PURPOSES DESCRIBED IN THE STAFF REPORT.

### **Final Plat**

17. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF FP-2425-6 FINAL PLAT FOR 3800 36<sup>TH</sup> AVENUE NW STORAGE, A PLANNED UNIT DEVELOPMENT (GENERALLY LOCATED ONE QUARTER MILE NORTH OF TECUMSEH ROAD ON THE WEST SIDE OF 36<sup>TH</sup> AVENUE NW).
18. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF FP-2425-7 FINAL PLAT FOR SUMMIT LAKES ADDITION, SECTION 13 (GENERALLY LOCATED ONE-HALF MILE SOUTH OF ALAMEDA STREET AND EAST OF 24<sup>TH</sup> AVENUE SE).
19. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF FP-2425-8 FINAL PLAT FOR FLINT HILLS ADDITION, SECTION 2, A PLANNED UNIT DEVELOPMENT (GENERALLY LOCATED ONE QUARTER MILE NORTH OF TECUMSEH ROAD AND WEST OF 12<sup>TH</sup> AVENUE NW).

20. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF FP-2425-9 FINAL PLAT FOR RED CANYON RANCH EAST, A PLANNED UNIT DEVELOPMENT (LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF 12<sup>TH</sup> AVENUE NE AND EAST TECUMSEH ROAD).

**Contracts**

21. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CHANGE ORDER TWO TO CONTRACT K-2324-146 BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND G&L TANK SANDBLASTING AND COATINGS, LLC, FOR THE ROBINSON WATER TOWER RESURFACING AND THE LINDSEY STREET TOWER RESURFACING OR DEMOLITION, DECREASING THE CONTRACT AMOUNT BY \$312,958.58, FINAL ACCEPTANCE OF THE PROJECT, AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF \$43,051.42, AND APPROVAL OF THE RETENTION OF FUNDS FOR POSSIBLE FUTURE USE ON THE LINDSEY STREET WATER TOWER AS OUTLINED IN THE STAFF REPORT.
22. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2425-33 AND CONTRACT K-2425-96: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ELLSWORTH CONSTRUCTION OKC, L.L.C., IN THE AMOUNT OF \$940,547.29 FOR THE FYE 2025 URBAN RECONSTRUCTION PROJECT, PERFORMANCE BOND B-2425-44; STATUTORY BOND B-2425-45; MAINTENANCE BOND MB-2425-32, AND RESOLUTION R-2425-87 GRANTING TAX-EXEMPT STATUS.
23. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RATIFICATION OF CONTRACT ADDENDUM ONE TO CONTRACT K-2425-77: A DEVELOPMENT FINANCING AND AFFORDABLE HOUSING LOAN AGREEMENT FOR CRIMSON FLATS WEST BETWEEN THE CITY OF NORMAN, OKLAHOMA AND CRIMSON FLATS WEST LP, AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY DOCUMENTS ON BEHALF OF THE CITY OF NORMAN TO EFFECTUATE THE AGREEMENTS.
24. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RATIFICATION OF CONTRACT ADDENDUM ONE TO CONTRACT K-2425-76: A DEVELOPMENT FINANCING AND AFFORDABLE HOUSING LOAN AGREEMENT FOR CRIMSON FLATS EAST BETWEEN THE CITY OF NORMAN, OKLAHOMA AND CRIMSON FLATS EAST LP, AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY DOCUMENTS ON BEHALF OF THE CITY OF NORMAN TO EFFECTUATE THE AGREEMENTS.

25. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RATIFICATION OF CONTRACT ADDENDUM NUMBER ONE, TWO AND THREE TO CONTRACT K-2324-94: A DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF NORMAN OKLAHOMA AND MILESTONE PROPERTY DEVELOPMENT, L.L.C., AND REAUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY DOCUMENTS ON BEHALF OF THE CITY OF NORMAN TO EFFECTUATE THE TRANSACTIONS, INCLUDING ISSUANCE OF LETTERS OF COMMITMENT RELATING TO THE TRANSACTION AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

26. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-115: A CONTRACT BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND GLOBAL WATER & CHARCOAL INNOVATIONS L.L.C., DBA CHLORKING INNOVATIONS L.L.C., FOR THE LEASE OF CHLORINATION EQUIPMENT AT THE WESTWOOD FAMILY AQUATIC CENTER AS OUTLINED IN THE STAFF REPORT.

### **Resolutions**

27. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-121: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$11,115.28 FROM THE REFUNDS / REIMBURSEMENTS MISCELLANEOUS RISK MANAGEMENT ACCOUNT FOR REPAIRS TO NORMAN POLICE VEHICLES DAMAGED BY OTHER DRIVERS IN TRAFFIC COLLISIONS.

28. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-123: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA TRANSFERRING \$731,724 TO PAY THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (O.D.O.T.) CONSTRUCTION INVOICE FOR THE 12<sup>TH</sup> AVE NE AND BROOKS STREET SIDEWALK IMPROVEMENT PROJECT.

### **NON-CONSENT ITEMS**

29. CONDUCTING AND CLOSING THE FIRST PUBLIC HEARING FOR CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT THE FYE 2026 CITY OF NORMAN PROPOSED OPERATING AND CAPITAL BUDGETS.

30. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE PHASING PLAN REQUIRED BY ROCK CREEK ENTERTAINMENT DISTRICT ECONOMIC DEVELOPMENT AGREEMENT

31. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2425-10 PRELIMINARY PLAT FOR AN INDUSTRIAL BUILDING IN THE CHARLESTON RIDGE ADDITION LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST TECUMSEH ROAD AND CHARLESTON ROAD.
32. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-91: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION SEVEN (7), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, FROM THE LOW DENSITY RESIDENTIAL DESIGNATION AND PLACE THE SAME IN THE COMMERCIAL DESIGNATION AND FUTURE URBAN SERVICE AREA AND PLACE THE SAME IN THE CURRENT URBAN SERVICE AREA. (281 W TECUMSEH ROAD)
33. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-26 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE SOUTHEAST QUARTER (SE/4) OF SECTION SEVEN (7), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (281 W TECUMSEH ROAD)
34. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN PRELIMINARY PLAT PP-2425-8: FOR TECUMSEH ROAD STORAGE, A PLANNED UNIT DEVELOPMENT LOCATED AT 281 WEST TECUMSEH ROAD (GENERALLY LOCATED ONE-QUARTER MILE WEST OF PORTER AVENUE ON THE NORTH SIDE OF WEST TECUMSEH ROAD).
35. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-92: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF NORTHWEST QUARTER (NW/4) OF SECTION TWO (2), TOWNSHIP NINE NORTH (T9N), RANGE THREE WEST (R3W) OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, FROM THE MIXED USE DESIGNATION AND PARKLAND DESIGNATION AND PLACE THE SAME IN THE MIXED USE DESIGNATION, FROM FUTURE URBAN SERVICE AREA TO CURRENT URBAN SERVICE AREA, AND REMOVAL FROM SPECIAL PLANNING AREA 4. (NEAR THE SOUTHWEST CORNER OF THE I-35 AND WEST INDIAN HILLS ROAD INTERSECTION)



36. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT ORDINANCE O-2425-27 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE NORTHWEST QUARTER (NW/4) OF SECTION TWO (2), TOWNSHIP NINE NORTH (T9N), RANGE THREE WEST (R3W), OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NEAR THE SOUTHWEST CORNER OF THE I-35 AND WEST INDIAN HILLS ROAD INTERSECTION)
37. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2425-9 PRELIMINARY PLAT FOR NORTH NORMAN VILLAGE, A PLANNED UNIT DEVELOPMENT (LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF INDIAN HILLS ROAD AND 36<sup>TH</sup> AVENUE N.W.)
38. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-118: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ESTABLISHING AN INTERNAL AUDIT CHARTER TO FORMALIZE A WRITTEN AGREEMENT BETWEEN THE CITY COUNCIL AND THE FINANCE COMMITTEE REGARDING THE PURPOSE, AUTHORITY, AND RESPONSIBILITIES OF THE OFFICE OF THE CITY AUDITOR.
39. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-119: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING THE TRIENNIAL AUDIT PLAN, A COMPREHENSIVE AUDIT FRAMEWORK COVERING THREE FISCAL YEARS ENDING JUNE 30, 2027.

#### **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 three minutes or less.*

#### **ADJOURNMENT**

**File Attachments for Item:**

2. CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-25: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING FRIDAY, APRIL 25, 2025 AS ARBOR DAY IN THE CITY OF NORMAN.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 04/22/2025

**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-2425-25: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING FRIDAY, APRIL 25, 2025 AS ARBOR DAY IN THE CITY OF NORMAN.

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## Proclamation

P-2425-25

A PROCLAMATION OF THE MAYOR OF THE  
CITY OF NORMAN, OKLAHOMA, PROCLAIMING  
FRIDAY, APRIL 25, 2025, 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-first 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 27<sup>th</sup>, 2025 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 25<sup>th</sup>, 2025, 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 22<sup>nd</sup> day of April, 2025.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



**File Attachments for Item:**

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

BOARD OF PARKS COMMISSIONERS

TERM: 04/22/25 TO 01/01/28, TORI TEDDER-LOFFLAND, WARD 4



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 04/22/2025

**REQUESTER:** Mayor Heikkila

**PRESENTER:** Brenda Hall, City Clerk

**ITEM TITLE:** CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MAYOR'S APPOINTMENTS AS FOLLOWS:

BOARD OF PARKS COMMISSIONERS

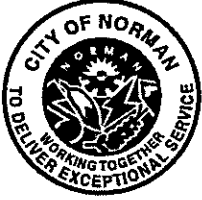
TERM: 04/22/25 TO 01/01/28, TORI TEDDER-LOFFLAND, WARD 4

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Tori Tedder-Lofflan will replace Will Spain who resigned from the newly combined Parks Board/Greenbelt Commission/Tree Board.

**File Attachments for Item:**

16. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2425-18: A PERMANENT EASEMENT GRANTED BY THE CITY OF NORMAN TO WILDWOOD COMMUNITY CHURCH, INC. ON AND THROUGH A SECTION OF THE HALL PARK GREENBELT FOR THE PURPOSES DESCRIBED IN THE STAFF REPORT.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 04/22/2025

**REQUESTER:** Jason Olsen, Director of Parks and Recreation

**PRESENTER:** AshLynn Wilkerson, Assistant City Attorney

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2425-18: A PERMANENT EASEMENT GRANTED BY THE CITY OF NORMAN TO WILDWOOD COMMUNITY CHURCH, INC. ON AND THROUGH A SECTION OF THE HALL PARK GREENBELT FOR THE PURPOSES DESCRIBED IN THE STAFF REPORT.

### BACKGROUND:

Wildwood Community Church approached the Parks and Recreation Department with a request to construct an access bridge and accompanying sidewalks across Parkland, known as the Hall Park Greenbelt, to access the church from a southern parking lot they are in the process of constructing. Wildwood has done a similar project in the past, on/around 2009, for their north side parking lot.

Wildwood presented this project to the Board of Parks Commissioners in December 2024 and received approval for such project. An easement is needed to protect both the City and Wildwood during the construction and ongoing maintenance and use of the bridges and accompanying sidewalks.

### DISCUSSION:

No easement was executed for the bridge that was previously constructed and currently exists on the north side of the property to connect the north side parking lot. Therefore, this easement covers both the north side bridge as well as the to be constructed bridge structure to the south.

The easement and covenant permits Wildwood to construct the bridge and accompanying sidewalks for the southern bridge project, as described in the legal description, and keep the bridge to the north. This permission includes the potential needed removal of trees and shrubs in the area that interfere with the construction or may harm the safety for the bridge structures thereafter, subject to the reasonable written approval of the Director of Parks and Recreation.

In exchange, Wildwood agrees to assume sole responsibility for the construction, maintenance, operation, use, and safety conditions of both bridges and accompanying sidewalks and for any



damage to the premises during construction, with the requirement to restore it to the condition prior upon completion of the work. Wildwood also agrees to indemnify the City for any and all liabilities resulting from the construction, operation, maintenance, and use of both bridges and accompanying sidewalks.

**RECOMMENDATION:**

Staff recommends acceptance of Permanent Easement E-2425-18 granted to Wildwood Community Church, Inc. on and through a section of the Hall Park Greenbelt.

E-2425-18

### EASEMENT AND COVENANT

This easement and covenant is made and entered into by and between The City of Norman, Oklahoma, a municipal corporation, hereinafter called the "Grantor," and Norman \*\* Wildwood Community Church, Inc., a not for profit church corporation, hereinafter called the "Grantee."

WITNESSETH, that the Grantor, for and in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for and upon other good and valuable consideration, does hereby grant to Grantee, its successors and assigns, a permanent easement to survey, construct, maintain, and operate two (2) bridge structures and accompanying sidewalks, with the right of ingress and egress to and from the same, over and through the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, and more particularly identified and described to wit:

*See Exhibit "A"*

THE ABOVE GRANT IS MADE SUBJECT TO THE FOLLOWING COVENANTS AND AGREEMENTS OF THE PARTIES:

1. That Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted.
2. That Grantee agrees to assume sole responsibility for the construction, operation, maintenance, use, and safety conditions of the bridge structures and accompanying sidewalks.
3. That Grantee shall be responsible for any damage to the premises and is required to restore it to the condition prior to completion of the work.
4. That Grantee shall defend, indemnify, protect, and hold harmless the Grantor, its officers, agents, and employees, from and against any and all liabilities, costs, expenses, obligations, losses, damages, suits, claims, (collectively "Claims") resulting from or in connection with Grantee's, its employees, agents, servants, contractors, subcontractors, invitees, licensees, and permittees, construction, operation, maintenance, and use of the bridge structures and accompanying sidewalks or any breach of this easement and covenant; provided however, that such Claims are not due to the sole negligence or breach of this easement and covenant by Grantor, its officers, agents, or employees.
5. Grantee shall have the right, upon written permission of the Grantor's Director of Parks and Recreation, which shall not be unreasonably withheld, to trim, cut and remove trees, shrubbery or other natural obstructions on, under or over the Easement which interfere with or threaten the efficient and safe operation, construction or maintenance of said bridges.
6. Grantor hereby covenants and warrants that it is fully seized and possessed of the real estate and premises described herein and has the full right, power, and authority to execute this easement and covenant, that it will defend the title to the same, and that it promises that the Grantee shall have quiet enjoyment.

E-2425-18

This easement and covenant contains all the agreements and stipulations between the Grantor and Grantee with respect to the granting of said easement, and constitutes a covenant running with the land, and shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective heirs, successors, and assigns, forever.

IN WITNESS WHEREOF, the undersigned have executed this easement and covenant this 16<sup>th</sup> day of April, 2025.

WILDWOOD COMMUNITY CHURCH

BY: Bruce A. Hess

Title: Chair of Elder Board

**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA )

ss:

COUNTY OF Cleveland )

Before me, a Notary Public in and for the State of Oklahoma, on this 16<sup>th</sup> day of April, 2025, personally appeared Bruce A. Hess, to me known to be the identical person 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.

[Signature]  
NOTARY PUBLIC

My Commission No. 20009857 Expires: 8/14/28 [SEAL]



CITY OF NORMAN

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by the Norman City Council.

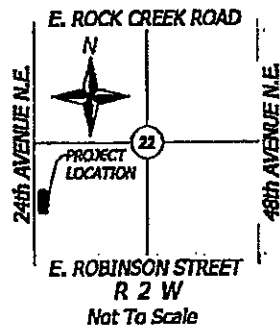
\_\_\_\_\_  
Larry Heikkila, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Hall, City Clerk

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
City Attorney



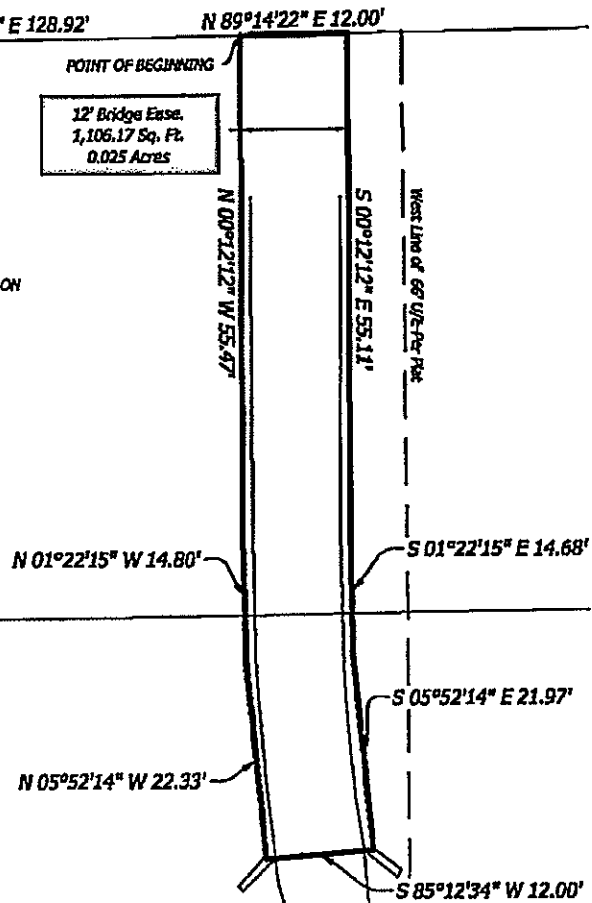
0 10' 20'  
1" = 20'  
U.S. Survey Foot  
Basis of Bearing  
West Line of Lot 1, Block 17 of  
HALL PARK FOURTH ADDITION  
North 00° 45' 38" West  
Per Oklahoma State Plane  
Grid South  
Field Date: MAY 24TH, 2024

POINT OF COMMENCEMENT  
Northwest corner of Lot 1, Block 17  
of HALL PARK FOURTH ADDITION  
Found 5/8" Iron Pin (No Cap)

Lot 1  
Block 17  
HALL PARK FOURTH ADDITION  
Doc: P19731B230

### LEGEND

- FOUND MONUMENT
- PROPERTY LINE
- LOT LINE
- EASEMENT LINE
- SECTION LINE



### LEGAL DESCRIPTION

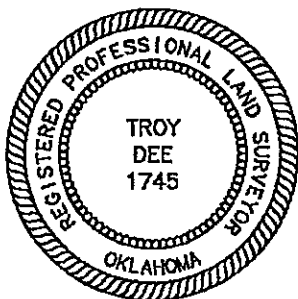
A 12.0 feet in width Bridge Easement lying in Lot One (1), Block Seventeen (17), of HALL PARK FOURTH ADDITION, an Addition to the Town of Hall Park, Cleveland County, Oklahoma and recorded in Book 11, Page 43, being more particularly described as follows:

COMMENCING at the Northwest corner of said Lot One (1), Block Seventeen (17); Thence N89°14'22"E along the North line of said Lot 1 a distance of 128.92 feet to the POINT OF BEGINNING; Thence continuing N89°14'22"E along the North Line of said Lot 1 a distance of 12.00 feet; Thence S00°12'12"E a distance of 55.11 feet; Thence S01°22'15"E a distance of 14.68 feet; Thence S05°52'14"E a distance of 21.97 feet; Thence S85°12'34"W a distance of 12.00 feet; Thence N05°52'14"W a distance of 22.33 feet; Thence N01°22'15"W a distance of 14.80 feet; Thence N00°12'12"W a distance of 55.47 feet to a point on the North line of said Lot 1 and to the POINT OF BEGINNING

Containing 1,106.17 Sq. Ft. or 0.025 Acres, more or less.

Legal Description prepared on April 15, 2025 by Troy Dee, Registered Professional Land Surveyor No. 1745.

I, Troy Dee, herewith state that the above plat is a true and correct representation of a survey made on the ground, under my supervision Witness my signature and surveyors seal this 15 day of April, 2025.



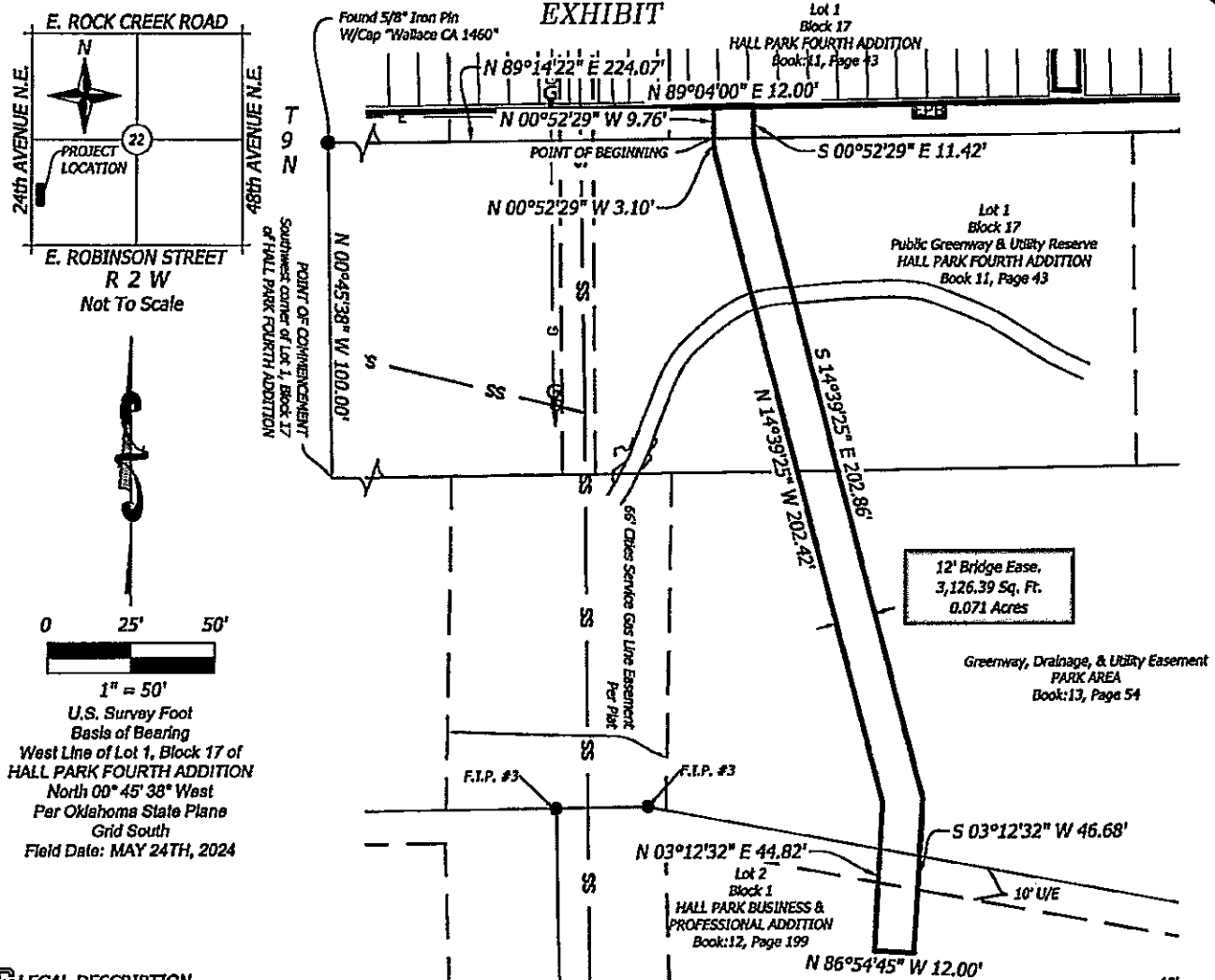
*Troy Dee*  
Troy Dee, PLS #1745  
April 15, 2025

Prepared By  
**GOLDEN**  
**LAND SURVEYING**

4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120  
C.A.# 7263 / Exp. Date = 6/30/2026  
Telephone: (405) 849-6010 Email: troy@goldenls.com  
Drafted by: SQ GLS Job No.: 241512  
Plot Date: April 15, 2025

Sheet 1 Of 1

File Name: C:\GOLDEN\PROJECTS\2024\241512\1501 24TH AVENUE N.E., NORMAN, OK\_TPOIDWING\241512 1501 24TH AVENUE N.E., NORMAN, OK\_BRIDGE LEGAL EXHIBIT.DWG; Last Saved: 4/16/2025 3:00:56 PM; Plot Date: 4/16/2025; Logon: JAMES PHEL



*Troy Dee*  
Troy Dee, PLS #1745  
April 15, 2025

Prepared By

**GOLDEN  
LAND SURVEYING**

4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120  
C.A. # 7263 / Exp. Date = 6/30/2026

Telephone: (405) 849-6010 Email: troy@goldenlands.com  
Drafted by: SQ GLS Job No.: 241512  
Plot Date: April 15, 2025

Sheet 1 Of 1

**File Attachments for Item:**

26. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-115: A CONTRACT BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND GLOBAL WATER & CHARCOAL INNOVATIONS L.L.C., DBA CHLORKING INNOVATIONS L.L.C., FOR THE LEASE OF CHLORINATION EQUIPMENT AT THE WESTWOOD FAMILY AQUATIC CENTER AS OUTLINED IN THE STAFF REPORT.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 04/22/2025

**REQUESTER:** Mitchell Richardson, Recreation Manager

**PRESENTER:** Jason Olsen, Parks and Recreation Director

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-115:  
A CONTRACT BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND GLOBAL WATER & CHARCOAL INNOVATIONS L.L.C., DBA CHLORKING INNOVATIONS L.L.C., FOR THE LEASE OF CHLORINATION EQUIPMENT AT THE WESTWOOD FAMILY AQUATIC CENTER AS OUTLINED IN THE STAFF REPORT.

### BACKGROUND:

In October 2015, Norman residents passed the NORMAN FORWARD Initiative-funding various projects through a ½% sales tax increase over 15 years. The NORMAN FORWARD Initiative included a project to construct a new Westwood Family Aquatic Center.

The Westwood Family Aquatic Center reopened to the public in 2018 to much fanfare and has been extremely popular ever since. In past years, Westwood has consistently sold over 7,000 pool passes annually, has over 700 sign-ups for swim lessons yearly, and is Norman's best stop to cool off during Oklahoma's hot summers. Westwood includes a 50-meter lap pool and a diving area with a family slide, lazy river, zero-depth entry family pool with toddler play features, and a wet deck with dumping buckets and spray features similar to a splash pad.

### DISCUSSION:

The Westwood Family Aquatic Center uses a commercial saltwater chlorination system to chlorinate and sanitize the pools. The system is a NEXGEN onsite chlorine generator leading the way to better, safer water. This unique design uses pool water to generate a pH-balanced sodium hypochlorite solution and does not require adding salt to the pool. NEXGEN eliminates hazardous chemical deliveries and bulk storage and will significantly lower the cost of balancing the pH. The NEXGEN is compatible with ORP or PPM controllers and is fully customizable to sanitize up to six bodies of water.

The Parks Department recommends leasing this equipment out. The lease includes a full-service agreement providing maintenance, repairs, and even replacement if the equipment fails. The lease for the NEXGEN system is for 5 years/60 months and is \$3,926 monthly. The system is

sufficient to chlorinate the entire park and is extremely safe for staff because it eliminates the need for dangerous chemicals such as chlorine bleach and muriatic acid.

Because this is a renewal of an existing lease at the same cost, the funding is already in place inside the Westwood Pool cost center.

Funds are budgeted for this in Swimming Pool-Rentals & Leases-Other Rentals (Account No. 29970133-44599)/

**RECOMMENDATION:**

It is recommended that the City Council, acting as the Norman Municipal Authority, approve Contract K-2425-115 for the leasing of Chlorination Equipment at the Westwood Family Aquatic Center.





## Equipment Supply and Maintenance Agreement

Company ("We" or "Us")  
Global Water & Charcoal Innovations LLC, dba. ChlorKing Innovations LLC  
PO Box 5959, Florence, SC, 29502 | Tel: 843-669-5213

### Customer: ("You")

Customer legal name: City of Norman (Parks and Recreation)

Billing Address: PO Box 370 201-C West Gray

City: Norman State: OK County: Zip: 73070

Phone: 405-366-5472 Fax: Email:

Physical Address: Westwood Aquatic Center, 1017 Fairview Dr.

City: Norman State: OK County: Zip: 73069

### Description of Supplied Equipment or service

[1] ChlorKing NEXGEN 100SMR on-site chlorine generator  
[1] 2hp Booster pump

### PAYMENT SCHEDULE:

Term: (Months) 60 rental (No ownership)

Payment frequency: Monthly

Advanced rentals: \$950 shipping

Amount of each payment: \$3,926

Sales tax %: Exempt

Sales tax: Exempt

Total monthly payment due: \$3,926

1<sup>st</sup> payment due date:

**ACCEPTANCE OF AGREEMENT** This is a binding contract. It cannot be cancelled. Read it carefully before signing and call us if you have any questions.

Signature of Customer:

Print name of signer:

Title:

Date:

(By signing above, I certify that I am legally authorized to sign on behalf of this organization)

Accepted and signed by Company:

Print name of signer:

Title:

Date:

Please remit a signed copy of this Agreement to ChlorKing Innovations LLC, PO Box 80823, Atlanta, Georgia, 30366 or fax to 770-685-6576 or email to [steve@chlorking.com](mailto:steve@chlorking.com)

(This is a 4 page agreement consisting of this cover page and pages 1, 2, 3 which contain additional terms and conditions. By signing above, You acknowledge that You have received and read the entire Agreement. This Agreement shall be deemed to be executed and delivered by You either by the actual delivery of this Agreement, or by the facsimile transmission to Us of this page, duly executed by You. If facsimile transmission is used, such Facsimile copy of this page received and accepted by Us, along with copies of page 1,2, 3, identical to those provided to You, shall constitute the one and only original of this Agreement.)

**THIS AGREEMENT CANNOT BE CANCELLED EXCEPT AS EXPRESSLY PROVIDED.**  
**THIS AGREEMENT SHALL BECOME EFFECTIVE UPON SIGNING BY COMPANY AND CUSTOMER.**

1. **TERMS AND CONDITIONS:**

This Agreement constitutes the full and entire agreement between the Company and Customer in connection with the Equipment and merges any and all other understandings. This Agreement can neither be cancelled nor modified except by written agreement signed by both Company and Customer. Customer's acceptance of the Equipment shall be irrevocable unless Company receives Customer's written notice of substantial nonconformance of the Equipment within 30 days after acceptance of the Equipment.

2. **EQUIPMENT LOCATION:**

Equipment shall be installed at the physical address of the Customer. Equipment shall not be moved unless consent is given in writing by Company. If consent to move the equipment is given, you shall pay our then applicable relocation fee. We shall have the right to inspect Equipment at any reasonable time during business hours.

3. **OWNERSHIP, PERSONAL PROPERTY:**

This Equipment is our property and you have no right to or interest in it except as expressly set forth herein up to the execution of the \$1.00 buy-out option, at which time the equipment shall become the property of the Customer. The Equipment is and shall, at all times, remain personal property.

4. **ASSIGNMENT OFFSET:**

You may not assign, transfer or sublet any interest in this Agreement or the Equipment without our prior written consent. If consent to assign is given, you shall pay our then applicable assignment fee. We may assign this Agreement or mortgage the Equipment or both, in whole or in part without notice to you. If you receive notice, you will acknowledge receipt thereof in writing. Each assignee or mortgagee of ours shall have all of our rights, but none of our obligations under this Agreement. You shall not assert against assignee or mortgagee any defenses, counterclaims, or offsets you may have against us. This Agreement inures to the benefit of and is binding upon the heirs, legatees, successors, and assigns of the parties hereto. You acknowledge that any assignment by us will neither materially change your duties hereunder nor increase your burdens or risks hereunder.

5. **TAXES; NO LIENS:**

As we direct, you shall pay all applicable charges and taxes (local, state, federal and documentary stamp) incurred by us which may now or hereafter be imposed or levied upon the sale, purchase, personal property ownership, leasing possession, or use of the Equipment, excluding however, all taxes on or measured by our net income. You shall pay our then applicable fee to cover our expenses associated with the administration, billing and tracking of such charges and taxes. You shall keep the Equipment free and clear of all liens and encumbrances. If Customer is a tax exempt entity, then Customer shall provide a tax exemption certificate upon request.

6. **PAYMENT:**

Payment terms for this Agreement are indicated on Page 1 of this document. Payments are to be made in full on or before the indicated date each month. Interest will be calculated at 12.5% per annum, or the maximum amount permitted by applicable law, whichever is less, on all outstanding balances and all legal costs associated with recovering any unpaid funds will be the responsibility of the Customer. Each payment received will be applied to the oldest charge due under this Agreement. Without Company's prior written consent, any payment to Company of a smaller sum than due at any time under this Agreement shall not constitute Agreement or an accord or satisfaction for any greater sum due or to become due regardless of any restrictive waiver. An advance payment shall be held by Company as a security deposit for the faithful performance of this Agreement.

7. **FAILURE TO COMPLY:**

Failure to comply with any aspect of this Agreement will result in Company taking any measures necessary to recover all outstanding funds as well as removing all components of the Equipment from the Customer's property at the expense of the Customer.

8. **RESPONSIBILITY:**

It is the responsibility of the Customer to follow all operating instructions associated with the Equipment.

9. **MAINTENANCE AND INSPECTION:**

You will maintain the equipment in good working order. A standard user's manual will be provided upon installation. See standard user's manual for factory warranty information in the event of a malfunction.

10. **INDEMNITY:**

To the extent permitted by applicable law, Customer agrees to indemnify and hold Company harmless from and against any and all losses, damages (special, indirect or consequential), injuries demands and expense (a "Claim"), including any and all attorneys' fees and legal expenses, arising from or caused directly or indirectly by any actual or alleged use, possession, maintenance, condition (whether or not latent or discoverable), operation, location, delivery or transportation of the equipment; provided however, that such Claims are not due to the sole negligence or breach of this Agreement by Company.

11. **WARRANTY:**  
Equipment manufactured by the Company will be covered by the Companies warranty for the Agreement period providing all terms and conditions of this Agreement have been met, and the Agreement is in good standing. Regular maintenance, including but not limited to the regular cleaning of the electrode stacks, as outlined in the user manual, must have been completed by the Customer in order for the warranty to be valid.
12. **REPLACEMENT OF FAULTY COMPONENTS**  
Any component failure on the Equipment provided by the Company shall be replaced by the Company at no cost to the Customer for the duration on this Agreement, as long as the Agreement is in good standing and all terms and conditions have been met. Components will not be replaced if it can be shown that malicious damage has occurred, routine maintenance has not been completed or as a result of an act of God.
13. **RISK OF LOSS:**  
You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment (excluding normal wear and tear) regardless of cause (collectively "Loss") for the entire term of this Agreement until you return the equipment to us. No loss shall relieve you of any of your obligations under this Agreement. You shall immediately notify us in writing of the occurrence of any loss. You shall, at your expense, keep the Equipment insured against loss for its full replacement value under a comprehensive policy of insurance or other arrangement satisfactory to us ("insurance"). You or your agent must call us at 1-800-536-8180 and provide us with such evidence. If you fail to provide such evidence, we may, in our sole discretion, refrain from requiring evidence of insurance and, due to the increased credit risk, include the equipment in our own risk management program, and charge you a fee, which will be separately reflected as an additional charge on our invoices to you. This monthly fee will be calculated at 10% of the contract price per year, divided by 12. Before including the Equipment in our program and charging you the fee, we will send to you by U.S. mail a letter reminding you of your obligations to insure the Equipment and provide evidence of the insurance. The letter will be deemed received by you at the time we place it in the mail. If you do not respond with the evidence of insurance within the time specified in the letter, we may immediately include the equipment in our program. If we include the Equipment in our program and any loss, damage or destruction to the Equipment occurs that does not result from your gross negligence or willful misconduct, we shall, at our option (provided you are not in default under this Agreement, including the payment of any fees invoiced by us), either repair or replace the Equipment and your Agreement obligations will remain unchanged. Title to the Equipment, whether repaired or replaced, will at all times remain with us. We will not be liable to you if we terminate any such risk management program. By providing this risk management program we are not offering or selling you insurance.
14. **MISCELLANEOUS CUSTOMER WAIVERS:**  
This Agreement constitutes the entire Agreement between the parties as to the subject matter contained herein and representations or statements not included herein are not part of this Agreement. This Agreement shall not be amended, altered, or changed, except by a written Agreement signed by the parties hereto and no provision of this Agreement can be waived except by our written consent.
15. **ACCOUNT CHARGES:**  
Unless prohibited by applicable law, you agree to pay the fees and charges set forth in this Agreement, including without limitation, the fees and charges relating to (a) your failure to pay in a timely manner, (b) your exceeding your credit line, (c) transaction fees, if applicable and (d) fees attributed to the return of any checks that you give to us as payment of your account. Unless prohibited by applicable law, the bank may charge you and you agree to pay the bank's fees then in effect for copies of statements, personalized business checks and other fee-based services provided by the lender.
16. **OWNERSHIP AND TITLE:**  
Company is the sole owner of the Equipment until all payments have been made in full. Company has the right to inspect the Equipment and has the right to affix and display notice of Company's ownership thereon. The Equipment shall remain Company's personal property whether or not affixed to realty and shall not be part of any real property on which it is placed. All additions, attachments and accessories placed on the Equipment become part of the Equipment and Company's property until all payments have been made in full. Customer agrees to maintain the equipment so that it may be removed from the property or building where located without damage.
17. **COLLECTION CHARGES AND ATTORNEY'S FEES:**  
If Company does not receive any part of any sum due to Company within 10 days of the due date or if any sum paid by check shall be dishonored or returned to Company on account of uncollected funds or for insufficient funds, Customer agrees to pay Company:

- (a) a onetime late charge to compensate Company for collecting and processing the late sum, equal to the greater of 15% of any delayed sum or a minimum of \$25.00,
- (b) An interest charge for every month after the first month in which the sum is late to compensate Company for the inability to reinvest the sum, such interest charge stipulated and liquidated at 12.5% per annum or the maximum allowed by applicable law, whichever is less.

18. CUSTOMER AND ANY GUARANTOR AGREE TO PAY COMPANY'S REASONABLE ATTORNEYS' FEES AS DAMAGES AND NOT COSTS:

In all proceedings arising under this Agreement, such proceedings including any bankruptcy proceeding, civil action, mediation or counterclaim on which Company prevails seeking relief from stay in bankruptcy or post-judgment action or appeal with respect to any of the foregoing, reasonable attorneys' fees are stipulated and liquidated at not less than the greater of \$500.00 or 25% of Company's total amount in collection.

19. DEFAULT:

Customer shall be in default of this Agreement on any of the following events:

- (a) Customer fails to pay any month's rent with 30 days after it first becomes due.
- (b) Customer assigns, moves, pledges, sells or relinquishes possession of the Equipment or attempts to do so, without Company's prior written authorization.
- (c) Customer breaches any of its warranties or other obligations under this Agreement or any other agreement with Company and fails to cure such breach within 30 days after Company sends Customer a notice of the existence of such breach by same manner as set forth in Item 12, above.
- (d) Any execution or writ of process is issued in any action or proceeding to seize or detain the Equipment.
- (e) Customer or any guarantor gives Company reasonable cause to be insecure about Customer's willingness or ability to perform obligations under the Agreement or any other agreement with Company.
- (f) Customer or any guarantor dies becomes insolvent or unable to pay debts when due, stops doing business as a going concern, consolidates, merges, transfers all or substantially all of its assets, makes an assignment for the benefit of creditors, appoints a trustee or receiver or undergoes a substantial deterioration of financial health.
- (g) Company or any guarantor fails to reaffirm this Agreement obligation within thirty (30) days of the filing of any petition for protection under the United States Bankruptcy Code.

20. REMEDIES:

Should Customer default, Company has the right to exercise any or all of the following: Company may without notice accelerate all sums under the Agreement and require Customer to immediately pay Company all sums that are already due and the discounted value of those that will become due and

- (i) Require the immediate return of the Equipment to Company or
  - (ii) If Company agrees after Customer pays all other sums under the Agreement, sell the Equipment to Customer at the stipulated buy-out contract price less 100% of monthly payments made to that point.
- Company has the right to immediately retake possession of the Equipment without any court or other process of law and for such purpose may enter upon any premises where the Equipment may be and remove the same. Company has the right to exercise any remedy at law or equity, notice hereof being expressly waived by Customer and any guarantor. Company's action or failure to act on any one remedy constitutes neither an election to be limited thereon nor a waiver of any other remedy nor a reAgreement of Customer from the liability to return the Equipment or for any Loss or Claim with respect thereto. The provisions of this Agreement are severable and shall not be affected or impaired if any one provision is held unenforceable, invalid or illegal. Any provision held in conflict with any statute or rule of law shall be deemed inoperative only to the extent of such conflict and shall be modified to conform with such statute or rule.

21. DISPUTES:

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

22. CONSENT TO JURISDICTION, VENUE AND NON-JURY TRIAL:

Customer and any guarantor consent agree and stipulate that:

- (a) this Agreement shall be deemed fully executed and performed in the State of Oklahoma and shall be governed by and construed in accordance with the laws thereof; and
  - (b) in any action, proceeding, or appeal on any matter related to or arising out of this Agreement, Company, Customer and any guarantor: (i) shall be subject to the personal jurisdiction of the State of Oklahoma including any state or federal court sitting therein and all court rules thereof; and (ii) shall accept venue in any federal or state court in Oklahoma.
- Nothing contained herein is intended to preclude Company from commencing any action hereunder in any court having jurisdiction thereof.

23. CONSENT TO SERVICE OF PROCESS:

Customer and any guarantor agree that any process served for any action or proceeding shall be valid if mailed by Certified Mail, return receipt requested, with delivery restricted to either the addressee, its registered agent or any agent appointed in writing to accept such process.