



office memorandum

Date: November 5, 2025

To: Shannon Stevenson, Assistant City Manager

From: Joseph Hill, Streets Program Manager

Through: Scott Sturtz, Director of Public Works

Subject: For Acceptance or Rejection of On-Call Contract K-2526-81 Work Order No. PW2 by and between the City of Norman, Oklahoma, and Pinnacle Consulting Management Group, INC in the amount of \$25,300.00 for the Right-of-Way acquisition on the Franklin Road Bridge Replacement Bond Project

BACKGROUND:

On April 9, 2024, City Council approved contract K-2324-153 with HW Lochner Inc., for the preliminary engineering study for the redesign of Bridge NBI No. 09991 over Little River on Franklin Road approximately 0.1 mile West of 36th Avenue NE. Then, on November 26, 2024, City Council approved Amendment No. 1 to Contract K-2324-153 for the completed design of Bridge NBI No. 09991. To date, HW Lochner Inc., has completed the 65% interval and produced the Right-of-Way plans. The Franklin Road bridge is the third bridge replacement project in the Bridge Maintenance Bond program which was approved by Norman voters on October 10, 2023.

DISCUSSION:

The Franklin Road Bridge Replacement project is anticipated to need right-of-way and/or easements from two (2) different property owners to construct the proposed project between 24th Avenue NE and 36th Avenue NE on Franklin Road. The City of Norman has four (4) on-call right-of-way consultants to choose from for these services and City staff selected Pinnacle for this project.

Pinnacle's services will include title research, right-of-way staking for acquisition, appraisal, appraisal review, project management, and right-of-way/easement acquisition.

For land acquisition of this nature, City policy requires compliance with the Federal Acquisition and Relocation Act. Property owners are provided with ample opportunities to negotiate the sale of land to be used for public right-of-way. Property owners may donate the property, or they may be compensated for fair market value. Council must approve and accept all land acquisitions.


Attached to this memo is a scope and fee provided by Pinnacle Consulting Management Group, Inc., to perform the above-described services. Funding for Work Order No. PW2 is currently available in the Franklin Road Bridge

Replacement Bond Project account. This bridge replacement project is the third replacement project planned in the Bridge Maintenance Bond Program.

RECOMMENDATION:

Staff recommends approval of On-Call Contract K-2526-81 Work Order No. PW2, between the City of Norman and Pinnacle Consulting Management Group, Inc., for Right-Of-Way acquisition services on the Franklin Road Bridge Replacement project in the amount of \$25,300.00 to be funded through the Franklin Road Bridge Replacement Bond Project No. BP0613 (Org 50595367; Object 46001) and fall under the terms of the attached proposal.

cc: Scott Sturtz, Director of Public Works 
Joseph Hill, Streets Program Manager

ACCEPTED BY:  Date: 11/24/2025
Shannon Stevenson

REJECTED BY: _____ Date: _____
Shannon Stevenson

WORK ORDER NO. PW2

This Work Order, dated the 24th day of November, 2025 (the "Effective Date"), between the City of Norman/the Norman Utilities Authority/Norman Municipal Authority ("City") and Poe & Associates, Inc. ("Consultant") (City and Consultant, together, the "Parties"), adopts and incorporates by reference the terms and conditions of the Agreement for On-Call Professional Services entered into on 10/28/2025 ("Agreement") by the Parties. Capitalized terms used by not defined in this Work Order shall have the meanings set out in the Agreement.

WHEREAS, pursuant to Section 3.1 of the Agreement, the Parties wish to enter into this Work Order for purposes of setting forth the rights and obligations regarding the provision of Services by Consultant for Right-of-Way Acquisition Services for the Franklin Road Bridge Replacement Bond Project hereinafter described as "Project" for purposes of this specific Work Order).

NOW THEREFORE, for good and valuable consideration contained herein, the exchange, receipt, and sufficiency of which are acknowledged, the parties agree as follows:

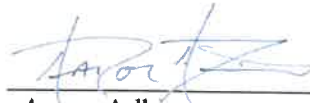
1. Scope of Services. Consultant shall perform those services set forth in Exhibit A attached hereto ("Services").
2. Compensation and Payment. In consideration for the performance of Services under this Work Order, City shall pay to Consultant in an amount and manner as set forth in Exhibit A attached hereto.
3. Schedule. Consultant shall perform the Services in accordance with the schedule set forth in Exhibit A attached hereto.
4. Termination. The term of this Work Order shall commence on the "Effective Date" and end upon the completion of the Services unless otherwise terminated in accordance with the Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Consultant has caused this Work Order No. PW2 to be duly executed.

**PINNACLE CONSULTING
MANAGEMENT GROUP, INC.
(CONSULTANT)**

By:



Aaron Adkins

Title:

Senior Vice President

Attest:



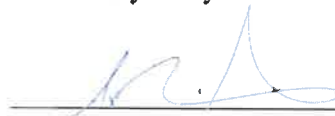
Dorothy Amelia Harrison
Corporate Secretary

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF Oklahoma)

Before me, the undersigned, a Notary Public in and for said County and State, on this 7th day of November, 2025, personally appeared Aaron Adkins, to me known to be the identical person who executed the foregoing instrument as an authorized representative of the Consultant, and acknowledged to me that they executed the same as their free and voluntary act for the uses and purposes therein set forth.

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



Notary Public

My Commission Expires: 18003563
My Commission Number: 04/09/26



IN WITNESS WHEREOF, the City has caused this Work Order No. PW2 to be duly executed this 24th day of November, 2025.

**CITY OF NORMAN
(CITY)**

By: 
Assistant City Manager – City of Norman



Attest: 
City Clerk – City of Norman

Reviewed as to form and legality this 24 day of November, 2025.


City Attorney

EXHIBIT A
SCOPE OF SERVICES

City of Norman Project No. K-2324-153 Franklin Rd Bridge over Little River

- The acquisition of the necessary right-of-way for this project will be acquired under the City of Norman (City) guidelines, policies and procedures.
- All project correspondence, including weekly status reports, will be directed through the City.
- Pinnacle will obtain signed easements from all property owners along the planned route. Additional parcels will be billed at the same rate as shown below. If multiple parcel numbers are held in identical title, they will be combined and will be billed as one parcel. Based on my review of the plans, easements will be obtained from two (2) property owners.
- Pinnacle will set up parcel files including, but not limited to, all written correspondence, title work, acquisition agent's contact log, appraisal, appraisal review, easements, claim, summary of acquisition, W-9 form and all other applicable documents.
- Pinnacle will conduct title research verifying ownership of and encumbrances on each parcel. Title Investigation Report Forms will be prepared including copies of vesting deeds and any liens, mortgages and judgments.
- Pinnacle will conduct the right-of-way staking under the license of a Professional Land Surveyor with the Pinnacle Survey & Mapping Department.
- Pinnacle will prepare Notice of Interest to Acquire letters, which will provide general information on the project and explain our role in performing the necessary right-of-way acquisition.
- Based on sales data and the size of the acquisition areas, it is anticipated that all parcels will result in offers that exceed \$10,000.00 and will require appraisals/reviews. Pinnacle will hire a state certified and ODOT-approved appraiser and review appraiser.
- Upon completion of the appraisals and reviews, offer letters will be generated and sent to the City for signature.
- The property owners will be contacted in person by a Pinnacle Acquisition Agent (unless they reside out of State) to explain the project, the acquisition area and answer questions regarding the project and the impact on the property. The written offers will be presented to the owners. If an owner will not accept the City's offer after a reasonable time, we will solicit any counteroffer they feel is appropriate, including documented justification. The counteroffer will be sent to the City to consider a possible administrative settlement offer.

- Once an agreement is reached with an owner, Pinnacle will obtain a signed easement, Summary of Acquisition form, claim form, W-9 form and right of entry. The signed documents will be sent to the City for payment. The easements will be filed with the County Clerk.
- Pinnacle will attempt to obtain a partial release of mortgage from the lienholder on the property, if applicable. The release will be filed with the County Clerk. If a partial release cannot be obtained, Pinnacle will request that the City approve an Unattainable Lien Waiver.
- If a reasonable settlement cannot be reached, Pinnacle will prepare the file for condemnation and submit for filing and processing of the condemnation suit. Pinnacle will provide condemnation support to the City Attorney.
- Pinnacle will provide post-acquisition support during construction, should any landowner issues arise.
- Pinnacle will provide the City with copies of all necessary paperwork including the parcel files for future reference. We will work with the design engineer to resolve any design questions.

EXHIBIT B
COMPENSATION

City of Norman Project No. K-2324-153 Franklin Rd Bridge over Little River

Services	# of Parcels	Fee per Parcel	Total
Title	2	\$850.00	\$1,700.00
R/W Staking	2	\$1,100.00	\$2,200.00
Appraisal	2	\$3,750.00	\$7,500.00
Appraisal Review	2	\$1,200.00	\$2,400.00
Project Manager	2	\$1,500.00	\$3,000.00
Assistant Project Manager	2	\$500.00	\$1,000.00
R/W Acquisition	2	\$3,750.00	\$7,500.00
		Total	\$25,300.00

SERVICES	LEVEL OF COMPLETION	ALLOWABLE PAYMENT
Title Investigation	Completed title investigation report.	100%
R/W Staking	Entire project staking completed.	100%
Appraisal	Completed appraisal report.	100%
Appraisal Review	Completed appraisal review report.	100%
Project Manager	Completed secured or condemnation packet submitted to City.	100%
Assist. Project Manager	Completed secured or condemnation packet submitted to City.	100%
R/W Acquisition - Initiation	Offer presented to property owner.	50%
R/W Acquisition - Completed	Completed secured or condemnation packet submitted to City.	50%

EXHIBIT C
SCHEDULE

City of Norman Project No. K-2324-153 Franklin Rd Bridge over Little River

Services	Duration (Days)
Title	7
R/W Staking	14
Appraisal	30
Appraisal Review	14
Offers Presented	14
Negotiations Completed	60
Total Duration	139



October 24, 2025

Brandon L. Brooks, PE, CFM
Capital Projects Engineer
City of Norman

RE: Scope of Services and Cost Estimate for Right of Way Acquisition
City of Norman – Project No. K-2324-153 – Franklin Rd Bridge over Little River

Based on my review of the project plans, I have prepared the following scope of services and cost estimate to acquire the necessary right of way for this project. The Pinnacle Group appreciates the opportunity to bid on this project.

Scope of Services

- 1) The acquisition of the necessary right-of-way for this project will be acquired under the City of Norman (City) guidelines, policies and procedures.
- 2) All project correspondence, including weekly status reports, will be directed through the City.
- 3) Pinnacle will obtain signed easements from all property owners along the planned route. Additional parcels will be billed at the same rate as shown below. If multiple parcel numbers are held in identical title, they will be combined and will be billed as one parcel. Based on my review of the plans, easements will be obtained from two (2) property owners.
- 4) Pinnacle will set up parcel files including, but not limited to, all written correspondence, title work, acquisition agent's contact log, appraisal, appraisal review, easements, claim, summary of acquisition, W-9 form and all other applicable documents.
- 5) Pinnacle will conduct title research verifying ownership of and encumbrances on each parcel. Title Investigation Report Forms will be prepared including copies of vesting deeds and any liens, mortgages and judgments.
- 6) Pinnacle will conduct the right-of-way staking under the license of a Professional Land Surveyor with the Pinnacle Survey & Mapping Department.
- 7) Pinnacle will prepare Notice of Interest to Acquire letters, which will provide general information on the project and explain our role in performing the necessary right-of-way acquisition.
- 8) Based on sales data and the size of the acquisition areas, it is anticipated that all parcels will result in offers that exceed \$10,000.00 and will require appraisals/reviews. Pinnacle will hire a state certified and ODOT-approved appraiser and review appraiser.
- 9) Upon completion of the appraisals and reviews, offer letters will be generated and sent to the City for signature.



- 10) The property owners will be contacted in person by a Pinnacle Acquisition Agent (unless they reside out of State) to explain the project, the acquisition area and answer questions regarding the project and the impact on the property. The written offers will be presented to the owners. If an owner will not accept the City's offer after a reasonable time, we will solicit any counteroffer they feel is appropriate, including documented justification. The counteroffer will be sent to the City to consider a possible administrative settlement offer.
- 11) Once an agreement is reached with an owner, Pinnacle will obtain a signed easement, Summary of Acquisition form, claim form, W-9 form and right of entry. The signed documents will be sent to the City for payment. The easements will be filed with the County Clerk.
- 12) Pinnacle will attempt to obtain a partial release of mortgage from the lienholder on the property, if applicable. The release will be filed with the County Clerk. If a partial release cannot be obtained, Pinnacle will request that the City approve an Unattainable Lien Waiver.
- 13) If a reasonable settlement cannot be reached, Pinnacle will prepare the file for condemnation and submit for filing and processing of the condemnation suit. Pinnacle will provide condemnation support to the City Attorney.
- 14) Pinnacle will provide post-acquisition support during construction, should any landowner issues arise.
- 15) Pinnacle will provide the City with copies of all necessary paperwork including the parcel files for future reference. We will work with the design engineer to resolve any design questions.

Fees

The following per parcel fees include all labor, profit, mileage and all other expenses:

Services	# of Parcels	Fee per Parcel	Total
Title	2	\$850.00	\$1,700.00
R/W Staking	2	\$1,100.00	\$2,200.00
Appraisal	2	\$3,750.00	\$7,500.00
Appraisal Review	2	\$1,200.00	\$2,400.00
Project Manager	2	\$1,500.00	\$3,000.00
Assistant Project Manager	2	\$500.00	\$1,000.00
R/W Acquisition	2	\$3,750.00	\$7,500.00
Total			\$25,300.00

The Pinnacle Group would like to thank you for the opportunity to provide our services for this project. We will begin the title work immediately once a written notice to proceed is provided.

If you have any questions regarding this estimate, please contact me at (405)879-0600 or aadkins@pinnaclegroup.biz.

Sincerely,

Aaron Adkins
Senior Vice President
Pinnacle Consulting Management Group, Inc.