



# 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

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## 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 3<sup>RD</sup> 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 48<sup>TH</sup> AVENUE NW AND 24<sup>TH</sup> 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 36<sup>TH</sup> 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 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.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 03/10/2026

**REQUESTER:** Michele Loudenback

**PRESENTER:** Michele Loudenback, Environmental and Sustainability Manager

**ITEM TITLE:** 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.

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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 ECO-BRATION IN THE CITY OF NORMAN.

- § 1. WHEREAS, Senator Gaylord Nelson created Earth Day to increase environmental awareness and to highlight devastating effects of pollution to our air, water, and soil to the nation; and
- § 2. WHEREAS, twenty-two (22) million Americans celebrated the first Earth Day on April 22, 1970.
- § 3. WHEREAS, the City of Norman Parks and Recreation, Utilities, and Public Works Departments have planned a series of events to celebrate this important milestone and provide Norman residents an opportunity to get involved; and
- § 4. Whereas, Wednesday, April 22, 2026 marks the 55<sup>th</sup> Anniversary of Earth Day, and
- § 5. WHEREAS, March 22 through May 18 is recognized as Green Norman Eco-Bration with free activities to be held at various locations across the city; and
- § 6. WHEREAS, the 23<sup>rd</sup> Annual Earth Day Festival will be held in Andrews Park on Sunday, April 26, 2026, from noon to 5:00 p.m.; and
- § 7. WHEREAS, we encourage the community to come be a part of these free public events and learn new things about the world around us.

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

- § 8. Do hereby proclaim Wednesday, April 22, 2026, as Earth Day and March 22 through May 18, 2026, as Green Norman Eco-Bration in the City of Norman and encourage our citizens to make a difference in our community: to think, reduce, reuse, recycle, replenish, restore, refresh, replant, rebuild, repurpose and respect.

PASSED AND APPROVED this 10<sup>th</sup> day of March, 2026.

\_\_\_\_\_  
Stephen T. Holman, Mayor

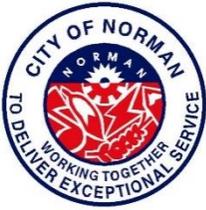
ATTEST:

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



**File Attachments for Item:**

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.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 03/10/2026

**REQUESTER:** Grace Holloman, Accessibility Strategist

**PRESENTER:** Grace Holloman, Accessibility Strategist

**ITEM TITLE:** 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.

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# 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.

- § 1. WHEREAS, we proudly recognize that women of all races, nationalities, and cultures have always played a critical role in history, and have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and
- § 2. WHEREAS, the 2026 theme of Women’s History Month is “Leading the Change: Women Shaping a Sustainable Future”; and
- § 3. WHEREAS, the 20th Century made way for the recognition of women’s achievements; in March of 1980 President Jimmy Carter signed the first Presidential proclamation celebrating Women’s History Week; and
- § 4. WHEREAS, we acknowledge the contributions of brave women who continued to lobby for equity and made way for the 1987 Joint Resolution of the United States Congress declaring the entire month of March as Women’s History Month; and
- § 5. WHEREAS, in Norman, we are proud of the rich value for diversity and gender equity through local organizations such as: Women in Action for All, Latinas WIN Women in Norman; University of Oklahoma Women’s and Gender Studies; and Women’s Resource Center, among others; and
- § 6. WHEREAS, we honor and recognize all women who contribute day to day to enrich our community through their work in arts, sports, science, politics and education professionals, front line workers; caretakers and mothers, and aunts and grandmothers as women greatly contribute to the healing and hope of our homes and country.

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

- § 7. Do hereby proclaim the month of March, 2026, as Women’s History Month in the City of Norman and invite all citizens to join in celebrating women and the history of their contributions.

PASSED AND APPROVED this 10<sup>th</sup> day of March, 2026.

\_\_\_\_\_  
Mayor, Stephen T. Holman

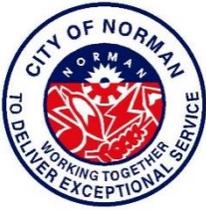
ATTEST:

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



**File Attachments for Item:**

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.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 03/10/2026

**REQUESTER:** Taylor Johnson

**PRESENTER:** Taylor Johnson, Transit and Parking Program Manager

**ITEM TITLE:** 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.

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# 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.

- § 1. WHEREAS, public transit benefits everyone in the City of Norman by reducing traffic and parking congestion, improving air quality, playing an integral role in economic development, and making our city more accessible to all by getting people where they need to go from medical appointments, school, work, and other essential services; and
- § 2. WHEREAS, the duty of a transit vehicle operator is to safely maneuver transit vehicles through unpredictable traffic and tough weather conditions, while exercising caution and following the laws of the road to maximize the safety of their passengers and serving as upstanding examples of safety, courtesy, discipline, and effective communication as they perform their duties each day; and
- § 3. WHEREAS, City of Norman Fleet Transit maintenance staff provide expertise in the preventative maintenance and upkeep of a fleet of buses, vans, and shuttles for the safety of customers, visitors and the community; and
- § 4. WHEREAS, City of Norman, EMBARK, and Via/Norman On-Demand administrative and support staff provide excellence in customer service and dispatch, while working diligently on improvements to the transit system; and
- § 5. WHEREAS, City of Norman public transit services travel in excess of 622,293 miles and facilitate more than 549,832 passenger trips annually in Norman.

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

- § 6. Do hereby proclaim Wednesday, March 18, 2026, as Public Transit Professional Appreciation Day in the City of Norman and invite members of the public to share their appreciation for these professionals as they make use of public transit services.

PASSED AND APPROVED this 10<sup>th</sup> day of March, 2026.

\_\_\_\_\_  
Stephen T. Holman, Mayor

ATTEST:

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



**File Attachments for Item:**

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 3<sup>RD</sup> THROUGH MAY 9, 2026, AS INTERNATIONAL COMPOST AWARENESS WEEK IN THE CITY OF NORMAN.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 03/10/2026

**REQUESTER:** Jamie Meyer, City Clerk

**PRESENTER:** Jamie Meyer, City Clerk

**ITEM TITLE:** 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 3<sup>RD</sup> THROUGH MAY 9, 2026, AS INTERNATIONAL COMPOST AWARENESS WEEK IN THE CITY OF NORMAN.

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P-2526-31

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF MAY 3<sup>RD</sup> THROUGH MAY 9, 2026, AS INTERNATIONAL COMPOST AWARENESS WEEK IN THE CITY OF NORMAN.

- § 1. WHEREAS, composting returns organic resources to the soil, restores soil health, and supports the essential role soil plays in the carbon cycle; and
- § 2. WHEREAS, the use of finished compost is a proven method to grow healthy food, conserve water during drought, reduce erosion and non-point source pollution, decrease reliance on chemical fertilizers, and improve resiliency during extreme weather events; and
- § 3. WHEREAS, organic materials such as yard trimmings, food scraps, biosolids, and agricultural byproducts can be converted into beneficial compost, reducing landfill waste and supporting sustainable resource recovery; and
- § 4. WHEREAS, communities, public works professionals, farmers, gardeners, and residents can positively impact clean water, climate resilience, and local economies through composting programs that create green jobs and strengthen infrastructure; and
- § 5. WHEREAS, International Compost Awareness Week is a public education initiative highlighting the importance of composting, and the 2026 theme, *"Compost: Feed the Soil that Feeds Us,"* emphasizes the connection between healthy soil, nutritious food, and thriving communities.

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

- § 6. Do hereby proclaim May 3<sup>rd</sup> through May 9, 2026, as Compost Awareness Week in the City of Norman, and encourage all residents to recognize the value of composting in sustaining healthy soil, healthy food, and a healthy community.

PASSED AND APPROVED this 10<sup>th</sup> day of March, 2026.

\_\_\_\_\_  
Mayor, Stephen T. Holman

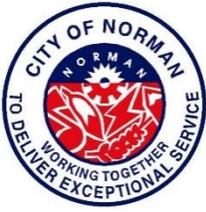
ATTEST:

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



**File Attachments for Item:**

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)



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 3/10/2026

**REQUESTER:** Noun Hotel, LLC

**PRESENTER:** Jane Hudson, Planning & Community Development Director

**ITEM TITLE:** 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)

<b>APPLICANT/REPRESENTATIVE</b>	The NOUN Hotel LLC /Rieger Sadler Joyce, LLC
<b>LOCATION</b>	534 & 542 S. University Boulevard
<b>WARD</b>	4
<b>CORE AREA</b>	Yes
<b>EXISTING ZONING</b>	CCPUD, Center City Planned Unit Development
<b>EXISTING LAND USE DESIGNATIONS</b>	Urban High
<b>CHARACTER AREA</b>	Core Neighborhood
<b>PROPOSED ZONING</b>	CCPUD, Center City Planned Unit Development
<b>PROPOSED LAND USE</b>	No Change

**REQUESTED ACTION**

Amendment of the adopted CCPUD for this site

**SUMMARY:**

The applicant, NOUN Hotel LLC, is requesting an amendment to the existing CCPUD, Center City Planned Unit Development (O-1920-52). The proposed amendment will allow the expansion of the existing hotel north to the lot at 534 S. University Boulevard. The existing CCPUD initially called for this 534 S. University Boulevard site to be utilized for the relocation of the Presbyterian Thrift Store from its current location on Toberman Drive. The Thrift Store relocation has not occurred to date; the applicant is moving forward with plans for expansion of the NOUN Hotel to this site. The proposed expansion may include guest rooms, meeting rooms and office space.

**EXISTING CONDITIONS:**

**SIZE OF SITE:** 1.22 Acres

**SURROUNDING PROPERTIES**

	Subject Property	North	East	South	West
Zoning (BFS)	CCPUD	CCFBC (Urban Residential)	CCFBC (Urban Residential)	CCFBC (Urban General)	CCFBC (Detached)
Land Use	Urban High	Urban High	Core Business District	Urban High & Civic	Urban Low
Current Use	Hotel & Associated Uses for the NOUN	Residential (Duplexes)	Residential (Multi-family), Office & Parking Lot	Commercial Parking Lot and OU Property	Residential (Single-Family & Duplexes) Thrift Store

**ZONING DESIGNATIONS**

**CCPUD, Center City Planned Unit Development**

**SEC. 520 CENTER CITY PLANNED UNIT DEVELOPMENT**

A. Statement of Purpose: It is the intent of this section to provide an alternative zoning district for the Center City Area as defined in the Center City Form Based Code (CCFBC). This Center City Planned Unit Development District (CCPUD) is specifically catering to the Center City Area because of the size of lots, the lack of vacant land and other distinguishing characteristics in this area that make the use of the existing PUD regulations not feasible. The CCPUD encourages developments that create the character of development envisioned in the CCFBC.

**LAND USE DESIGNATION**

**Urban High (UH)**

Highly compact, walkable pattern of urban development prioritizing alternative means of transportation. Low to no building space and separation of uses. This area is intended to

create opportunities for economic activities attracting a city-wide audience, and place residents closer to services and jobs.

High-intensity areas strive for more residential than non-residential uses with frequent master-planned mixed-use development nodes. Non-residential uses may be more common in UH than in UM or UL due to higher concentrations of population. Gross densities in any single development should be greater than 12 units per acre.

## **CHARACTER AREA DESIGNATIONS**

### **Core Neighborhood Areas**

The Core Neighborhood is a focal point of the city, the traditional central business district, with a concentration of activities such as general retail, service commercial, professional office, mixed-density housing, mixed-use spaces, and appropriate public and open space easily accessible by pedestrians. This area frames the University of Oklahoma campus.

The Core Neighborhood encompasses all historic districts and some existing neighborhood planning areas. One notable aspect of this area is the reinvestment that has been occurring over the past decade.

The Core Neighborhood is defined by smaller, traditionally platted lots and older homes. Most streets within this Character Area are designed on a grid pattern, radiating from the BNSF rail line, and are highly connected to one another. Alleys are prominent and, although often used by local traffic, are in disrepair and in need of maintenance. Towards the commercial centers of this Character Area, taller buildings are more common, with the overarching height of residential structures being three stories or less.

### **NEAREST PUBLIC PARK**

Centennial Park is located approximately .22 miles northwest of the development site. Legacy Trail Park is located approximately .62 miles east of the development site. Each of these parks can be accessed using available sidewalks and crosswalks along the streets.

## **PROCEDURAL REQUIREMENTS:**

### **PRE-DEVELOPMENT:**

**PD25-34**

**December 18, 2025**

Several neighboring residents were in attendance and shared concerns regarding the proposed height of the hotel addition. They stated that the CCFBC Regulating Plan limits the height to three stories on the west side of S. University Boulevard and that this should be maintained. Some inquired if there was a way to lower the height of the proposed addition. Other concerns raised by neighbors included: stormwater runoff, proposed landscaping and use for the open area, how the addition would be serviced, and if additional parking was proposed. Neighbors had questions regarding whether the gate onto Park Drive would be opened and if the walkway would be altered.

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

This property does not require platting; therefore, dedication of parkland or fee in-lieu of parkland dedication is not required.

**REVIEW COMMENTS:**

This application was submitted to the following agencies, departments, and/or divisions for review and comment. An asterisk (\*) indicates that the agency, department, and/or division responded with review comments “inconsistent” with AIM Norman Plan. Items italicized and blue in these sections represent City Staff analysis.

**CITY DEPARTMENTS**

1. Fire Department
2. Building Permitting Review
3. Public Works/Engineering
4. Transportation Engineer
5. Planning
6. Utilities

**FIRE DEPARTMENT**

*Fire codes will be addressed at the building permit stage.*

**BUILDING REVIEW**

*Building codes and all applicable trades will be addressed at the building permit stage.*

**PUBLIC WORKS/ENGINEERING**

*The subject property is comprised of two lots which are part of the Elmwood Addition and Parkview Addition Plats. An application for a Lot Line Adjustment to join the existing lot occupied by the NOUN Hotel and the lot at 534 S. University Boulevard will be necessary prior to building permit issuance.*

**TRANSPORTATION ENGINEER**

*A traffic impact analysis is not required for this project. However, the applicant has provided a Traffic Impact Memo, which is attached as a supporting document.*

**PLANNING****ZONING CODE CONSIDERATIONS**

**Purpose – CCPUD, Center City Planned Unit Development**

**Appendix B****SEC. 520 CENTER CITY PLANNED UNIT DEVELOPMENT**

A. Statement of Purpose: It is the intent of this section to provide an alternative zoning district for the Center City Area as defined in the Center City Form Based Code (CCFBC). This Center City Planned Unit Development District (CCPUD) is specifically catering to the Center City Area because of the size of lots, the lack of vacant land and other distinguishing characteristics in this area that make the use of the existing PUD regulations not feasible. The CCPUD encourages developments that create the character of development envisioned in the CCFBC.

Specifically, the purposes of this section are to:

1. Provide an alternative zoning district to the CCFBC where a property owner proposes a development that does not meet the strict regulations required in the CCFBC.

2. Provide open space/street space that is compatible with the concepts of the CCFBC.
3. Provide comprehensive and innovative planning and design for a development which is consistent and compatible with surrounding developments.
4. Provide more efficient and economic use of land resulting in an urban/pedestrian environment.
5. Provide complete and useful information which will enable the Planning Commission and City Council to make more informed decisions on land use.
6. Encourage developments that achieve community goals, such as, but not limited to, aging in place, or affordable housing, or other emerging trends in housing, that may not be able to meet all the required elements of the Center City Form Based Code.

*The applicant is requesting an amendment to the property's existing CCPUD to allow for an expansion of the NOUN Hotel to accommodate an office, a ballroom, and additional guest rooms. This proposal is **consistent** with the purpose of the CCPUD process.*

### **Uses Permitted**

- The proposed amendment will allow for a four-story addition with office, and ballroom/meeting space on the first floor. The second, third, and fourth floors will have guest rooms. A complete list of uses can be found within the attached CCPUD Narrative as Exhibit C.

*The applicant requests an amendment to the existing CCPUD to allow for the expansion of the existing four-story hotel. The proposed uses for the addition include an office, a ballroom/meeting space, and 54 guest rooms. The applicant submitted amendments to the adopted CCPUD Narrative and Site Development Plan to meet this proposed expansion. The project fronts onto S. University Boulevard and is located just north of the University of Oklahoma. Additionally, the proposal is across from the commercial area known as Campus Corner. The proposal is generally **consistent** with the surrounding uses to the north, east and south of the property, and follows the existing CCPUD Narrative.*

### **Area Regulations**

- The CCPUD proposes an addition of the hotel structure to the north along the Required Build Line, as prescribed by the CCFBC Regulating Plan. The amendment proposes a 10-foot setback from the north property line and a 17-foot setback from the rear property line, along the western side of the lot.

*The applicant proposes to follow the Required Building Line (RBL)/the build to line on this lot for the hotel expansion, meeting the CCFBC regulations. The CCFBC, in Section 402.D.1.b., limits structures to a height of 30 feet when placed within 50 feet of a common lot line with property designated Detached Frontage Building Form Standard, as is the case here (to the west). While the CCPUD proposes a 17-foot setback along the western property line abutting property designated as Detached Frontage, it does not meet the required 50-foot setback in the CCFBC. This proposed expansion will be 54 feet in height, which is the same height as the existing structure.*

*The CCPUD Site Plan designates the west and north side setback areas as Open Space and places limitations on these areas in the CCPUD Narrative to prohibit any structures or programming in the space. The Open Space provides a buffer between the hotel structure and*

existing residential properties to the north and west while allowing access for maintenance purposes to the rear of the proposed addition and Open Space area.

The proposed height of the expansion is a continuation of the existing building, but it does not meet the 50-foot rear setback requirements of CCFBC Urban Residential Frontage, the proposed addition is **inconsistent** with the area regulations. (Also noted in the Height Regulations section below.)

## Height Regulations

- The proposed expansion will maintain the current four-story height of the existing hotel.

The CCFBC Building Height Map limits the height on the west side of S. University Boulevard to three stories. The properties to the north and east of the proposed hotel expansion are designated CCFBC, Urban Residential, which allow a maximum of three-stories. The residential properties to the west are designated CCFBC, Detached Frontage, and are limited to a maximum of two stories. The proposed four-story building is **inconsistent** with the height regulations of the CCFBC.

## Open Space

- The CCPUD Narrative states that a minimum of 15% will be maintained for the entire development. The CCFBC requires one tree per 800 square feet of Open Space. The CCPUD Site Development Plan proposes trees along the west property line adjacent to the west perimeter fence.

Staff requested the applicant submit a plan indicating the common open space and additional details regarding the amount of open space shown on the site plan. The applicant did not submit a verified Open Space Site Plan demonstrating where the required 15% is located for this Property. If developed with 15% Open Space as provided for in the Narrative, this project will be **consistent** with the Open Space regulations of the CCFBC; however, without additional detail staff cannot currently verify the site plan demonstrates the required 15%.

## Landscaping

- The existing perimeter fence is proposed to be extended along the west property line and north property line of 534 S. University Boulevard. Proposed landscaping will be placed adjacent to the proposed perimeter fence. Locations and types of trees and shrubs to be finalized at the time of building permit in conjunction with City staff.

As shown on the Site Development Plan, Exhibit A, the applicant is providing seven (7) trees along the proposed perimeter fence on the west property line of the new/expanded area of the NOUN Hotel. Landscaping is to be coordinated with the City's Forester.

Per the Narrative, landscaping shall be provided and maintained on the Property. The Narrative also states In lieu of Street Trees along S. University Boulevard, the applicant shall utilize large landscaping beds and potted large holly trees.

The Site Development Plan, Exhibit A, depicts areas outside the Property and beyond the reach of these CCPUD provisions. Though staff requested, Applicant declined to demonstrate the CCPUD boundary lines on the applicant-submitted site plan. The **NOUN CCPUD Boundary Site Plan** included with this Staff Report was created by staff for City's Council's reference. One area depicted beyond the CCPUD Boundary is a patio on the right-of-way

fronting S. University Boulevard. This patio is not a part of this CCPUD approval and applicant must seek a separate Revocable Right-of-Way Agreement approval from City Council to construct or locate it, which has not been yet requested. Areas outside the CCPUD boundary cannot satisfy nor alter open space, landscaping or other CCPUD requirements addressed herein.

Because the applicant is not planting the required CCFBC Street Trees in the Tree Lawn, the proposed development is **inconsistent** with the CCFBC regulations.

### **Traffic Access, Circulation, Parking, and Sidewalks**

- Traffic circulation and access to the Property shall be allowed in the manner shown on the attached Site Development Plan. No additional curb cuts beyond the existing access to University Boulevard are proposed. No changes are proposed to the existing parking lots or internal walkways found at 542 S. University Boulevard.
- A traffic impact report was submitted by the applicant which states no traffic related issues are anticipated with the development of the proposed hotel expansion.
- A five-foot sidewalk will be added where there is currently driveway access to 534 S. University Boulevard.
- No new parking areas are planned for the 534 S. University Boulevard.

This property is in the CCFBC District which does not typically permit curb cuts along street frontages. No additional vehicle access points are proposed for the site beyond the existing access off S. University Boulevard at the main entrance of the NOUN Hotel. An internal walkway along the north side of the existing hotel leading from Park Drive to S. University Boulevard will be maintained and an extension of the existing five-foot sidewalk along S. University Boulevard is proposed. For this reason, the proposed site plan is **consistent** with the surrounding area's traffic access, circulation, parking, and sidewalk standards.

The proposed development is **consistent** with the City's traffic access, parking, and sidewalks, regulations.

### **Lighting**

- All exterior lighting shall be installed in accordance with the applicable regulations of Section 36-549, Commercial Outdoor Lighting Standards, as amended from time to time.

Lighting within the development will be **consistent** with applicable City regulations.

### **Signage**

- No signage is proposed for the addition's exterior elevations. However, the CCPUD Narrative has been amended to allow temporary sidewalk easel signs in the dooryard area in front of the addition. Any additional signage for the development will be constructed in accordance with the Center City Form Based Code, as outlined in Exhibit D of the CCPUD Narrative.

The proposed development will be **consistent** with the regulations under CCFBC Sign standards.

### **Screening**

- Perimeter fencing is proposed by the CCPUD Narrative along the north and west property lines. The CCPUD Site Plan proposes an eight-foot masonry perimeter fence on the west property line and an eight-foot wood fence on the north property line.

*The CCFBC regulations require a four- to six-foot garden wall along property lines that abut Detached Frontage. The property to the west is designated Detached Frontage and the property to the north is Urban Residential Frontage. The applicant proposes an eight-foot masonry wall on the west property line and an eight-foot wood fence on the north property line. The proposed screening meets and exceeds the CCFBC requirements and is therefore **consistent** with the regulations.*

## COMPREHENSIVE PLAN CONSIDERATIONS

### Character Area Policies

#### General Policies

##### Non-Residential Policies

- New non-residential development should use high quality building materials such as glass, brick, stone, wood or cementitious siding.
- Require that loading areas be located to the rear and sides of buildings and screened from view.
- Ensure that all sides of a parking garage that are visible from public view are architecturally consistent with the buildings it serves.
- Buildings in a corporate campus should have an internal pedestrian network between buildings.

*The proposed addition will utilize brick and façade designs found on the existing hotel, as shown in Exhibit B, Exterior Renderings. Loading areas are to the rear of the existing hotel and no new loading area is proposed for the addition. The existing parking lots located south and west of the NOUN Hotel provide parking spaces, as noted on the Site Plan, and are screened with existing landscaping. Any additional parking needed for the addition will be provided via a lease with the property owner to the south of hotel. The existing internal walkways allow pedestrians to access the surrounding commercial and residential areas. The proposed development is **consistent** with the Character Area General Non-Residential Policies because it promotes a commercial building with a design and use that is desired in the Core Area.*

#### Core Neighborhood Areas Policies

- Continue to maintain and improve public facilities and infrastructure that supports infill development and reinvestment.
- Residential development should reinforce the Core through a combination of rehabilitation in the downtown area and compatible new infill development targeted to a broad range of income levels, including multi-unit townhomes, apartments, lofts, and condominiums.
- Focus mobility infrastructure on pedestrian comfort, safety, and convenience where there are smaller lots and greater proximity to a range of services.
- Ensure that redevelopment and infill developments:
  - Address the impacts of parking and access:
    - Off-street parking should be screened from public right-of-way, and placed in the rear of the lot for all development.

- For residential development, access to garages and parking pads are encouraged from a rear loaded alley.
- Alternative modes of transportation, including walking, rolling, biking, and public transit should be a priority with safe, clear connections. This includes improving sidewalks and filling gaps in the sidewalk network during development.
- Reflects the scale and characters of surrounding properties:
  - Structures should not be significantly taller, further from the front property line, or be inconsistent with the massing of neighboring properties.
- Reduce the impact of higher intensity uses to adjacent lower intensity uses with screening and landscaping. Native landscaping is encouraged.
- Encourage activation of the street space along arterials with pedestrian amenities.
- Increased impervious area coverage should be mitigated using LID stormwater BMPs regardless of parcel size or existing impervious area coverage.
- New architecture should be compatible with existing neighborhoods. Modern, contemporary architecture should be limited but can be accommodated as long as scale transitions and architectural elements achieve continuity.

*The proposed expansion exceeds the height of the single-family residential properties located to the west. While the setback, landscaping, and fencing along the western property line do not fully eliminate the apparent height difference between the residences and the hotel addition, these elements are intended to help mitigate the transition in scale while providing a high-quality commercial structure within the Core Area. Internal walkways connect to the public sidewalk system, offering safe and convenient pedestrian access to Campus Corner, nearby neighborhoods, and the University of Oklahoma campus. Outdoor seating, including chairs and tables, is proposed in front of the hotel addition, further supporting an active streetscape along the NOUN Hotel frontage. Overall, the proposed development is largely **consistent** with the Core Neighborhood Character Area policies.*

## Land Use Development Policies

### Urban High Policies

- Highly compact, walkable pattern of urban development prioritizing alternative means of transportation. Low to no building spacing and separation of uses. This area is intended to create opportunities for economic activities, attracting a city-wide audience, and place residents closer to services and jobs.
- High-intensity areas strive for more residential than non-residential uses with frequent master-planned mixed-use development nodes. Non-residential uses may be more common in UH than in UM or UL due to higher concentrations of population.
- Gross densities in any single development should be greater than 12 units per acre.

*The proposed development consists of a four-story addition to the existing hotel to accommodate an office, ballroom/meeting space and 54 additional guest rooms. While the development does not provide residential housing, the hotel expansion will increase economic growth in Core Norman by providing accommodations for visitors to Norman. For these reasons, the development is **consistent** with the Urban High Land Use policy.*

### Building Types

- Medium and Small-scale 3- to 5-story buildings are common. Within existing developed areas, buildings may go up to 2-stories higher than surrounding properties.
- Multi-unit structures are the priority, but a variety of housing types from townhomes to apartments are expected.
- Mixed-use buildings including retail, work-spaces, and residences are most common.
- Public and private spaces (i.e. balconies, recreational roof decks, outdoor dining, etc.) are clearly defined and cultivate a sense of place.
- New developments that are single-use developments or predominantly single-unit or garden apartments are not appropriate.

*The proposed development features a four-story building, while surrounding properties are one-story and two-story structures. The Urban High Character Area allows for structures to be two-stories higher than surrounding properties. The hotel expansion also offers a clearly defined outdoor seating area along the front of the building facing S. University Boulevard, thereby creating a public space. For these reasons, the proposed development is **consistent** with the Urban High Land Use policy for Building Types.*

### Site Design

- The scale and layout of the built environment are conducive to walking. Trails and pathways are integrated throughout developments to connect to parks, neighborhoods, and community destinations.
- Multi-unit developments without connections to neighboring properties and uses weakens the development pattern and should be limited or avoided altogether.
- Street trees should form a continuous urban canopy over public areas and rights-of-way.
- Stormwater to be addressed at the project level, but designed as part of a larger neighborhood or sub-basin system.
- Site layout should take every opportunity to maximize the public infrastructure available in this area.

*A public sidewalk is present along the property line in front of the proposed addition. A walking path that leads from Park Drive to S. University Boulevard along the north edge of the existing hotel will be maintained with the development of the proposed addition.*

*Per the Narrative, landscaping shall be provided and maintained on the Property. In lieu of Street Trees along S. University Boulevard, the applicant shall utilize large landscaping beds and potted large holly trees.*

*The CCPUD Narrative proposes 78% of impervious coverage. The CCFBC allows up to 85% impervious coverage if engineered solutions are proposed to mitigate the effects of the increase in coverage, as is proposed in this case. The applicant proposes low-impact development techniques to mitigate stormwater, including the installation of raingarden at the rear yard of the addition to the hotel. This raingarden will retain stormwater before releasing to existing drainage inlet located near the rear of the existing hotel structure.*

*The proposed site plan does meet the AIM Core Neighborhood goal of encouraging activation of the street space. For these reasons, the development is **consistent** with the Urban High Land Use Development Policies.*

Areas included on applicant's CCPUD site plan that are outside the CCPUD boundary are separately depicted on the NOUN CCPUD Boundary Site Plan provided with this staff report.

## Transportation

- This area features a relatively dense grid of streets and sidewalks. A full street hierarchy provides a variety of connections and route choices to people moving to, through, and within the area. Parking is a secondary use and should be as small as possible due to character and value of land in the area. Most of these areas have, or will have, easy access to public transportation (less than one half-mile walk of a stop). Improving access for pedestrians and bicyclists will continue to be a priority, including modernizing multi-modal infrastructure.

*The development site is located less than half a mile from the University of Oklahoma's campus bus hub located on Asp Avenue, east of the South Oval. Additionally, there are two Embark bus stops near the hotel's entrance on S. University Boulevard. Bicycle racks are currently located on the south side of the hotel, further supporting multimodal transportation. For these reasons, the development is **consistent** with the Urban High Land Use policy.*

## Utility Access

- A full range of utilities should be available. If services are not already in place, they must be extended by the developer during the lot split process to be suitable for development. If development occurs adjacent to existing facilities that are determined to be insufficient to meet the demands of the proposed development, the developer must upgrade the existing facilities to enhance the capacity of the utility systems.

*The proposed development has existing water and sewer access. The development is **consistent** with Utility Access policies.*

## Public Space

- Consisting of appropriately scaled public spaces including small parks, plazas, parklets, regional trail connections, and walking paths. Pedestrian amenities should be commonly integrated into public and private projects.

*The existing development has internal walkways linked to the public sidewalk system. Additionally, the existing hotel and the expansion will offer sidewalk tables and chairs in a recessed section of the hotel addition along S. University Boulevard. This expansion of the existing NOUN Hotel development is **consistent** with the Urban High Land Use policy.*

## Neighborhood and/or Special Area Plans

*This location is **not** within a Neighborhood or Special Planning Area.*

## UTILITIES

### AIM NORMAN PLAN CONFORMANCE

*Proposed development is in accordance with AIM Water and Wastewater Utility Master Plans.*

### SOLID WASTE MANAGEMENT

*Proposed development meets requirements for City streets and provides access for solid waste services. An existing dumpster is shown on the Site Plan and is adequate for servicing the NOUN Hotel and the expansion.*

## **WATER/WASTEWATER AVAILABILITY**

### **Water Availability**

*Adequate capacity within the water system exists to serve the proposed development. Existing water service(s), if not to be reused, must be abandoned at the water main. If existing service(s) is to be reused, it must have materials identified.*

### **Wastewater Availability**

*Adequate capacity within the wastewater system exists to serve the proposed development. Existing sewer service(s), if not to be reused, must be abandoned at the sewer main.*

### **DISCUSSION:**

Overall, the proposed development largely aligns with the AIM Norman Land Use and Character Area objectives. This proposal will provide additional commercial activity to this area of Norman.

The CCPUD Narrative proposes amendments to allow for the expansion of the NOUN Hotel. The proposed addition will have ballroom/meeting event space, office space, and 54 additional guest rooms.

As discussed in this Staff Report, this Ordinance only applies to the area within the CCPUD boundary as shown on the attached document, "NOUN CCPUD Boundary Site Plan".

### **CONCLUSION:**

Staff forwards this request to amend the existing CCPUD as O-2526-31 for consideration by City Council.

### **PLANNING COMMISSION RESULTS:**

At their meeting on February 12, 2026, the Planning Commission recommended approval of Ordinance O-2526-31 by a vote of 7-0.

**STAFF NOTE:** Since this item was posted for the Planning Commission meeting, the applicant has informed staff that 54 guest rooms are planned for the expansion instead of 48. Staff has updated this report to reflect the new guest room count.

O-2526-31

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)

§ 1. WHEREAS, Noun Hotel, LLC, the owners of the hereinafter described property, have made application to have the subject property removed from a CCPUD, Center City Planned Unit Development, and placed in a CCPUD, Center City Planned Unit Development; and

§ 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing on February 12, 2026 as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and

§ 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

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

§ 4. That Section 36-201 of Chapter 36 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from a CCPUD, Center City Planned Unit Development, and place the same in a CCPUD, Center City Planned Unit Development, to wit:

**542 S University Blvd:**

Replat of the East 286 feet of Lot Six (6) and the East 200 feet of Lot Seven (7), of Elmwood Addition, to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

**534 S University Blvd:**

Lot Twelve (12), in Block One (1), of Parkview Addition, to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

§ 5. Further, pursuant to the provisions of Section 36-540 Appendix B of the Code of the City of Norman, as amended, the following condition is hereby attached to the zoning of the tract:

- a. The site shall be developed in accordance with the CCPUD Narrative and the Site Development Plan, and supporting documentation, which are made a part hereof.

§ 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

NOT ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
(Mayor)

\_\_\_\_\_  
(Mayor)

ATTEST:

\_\_\_\_\_  
(City Clerk)

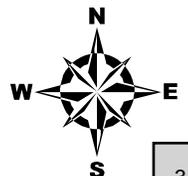


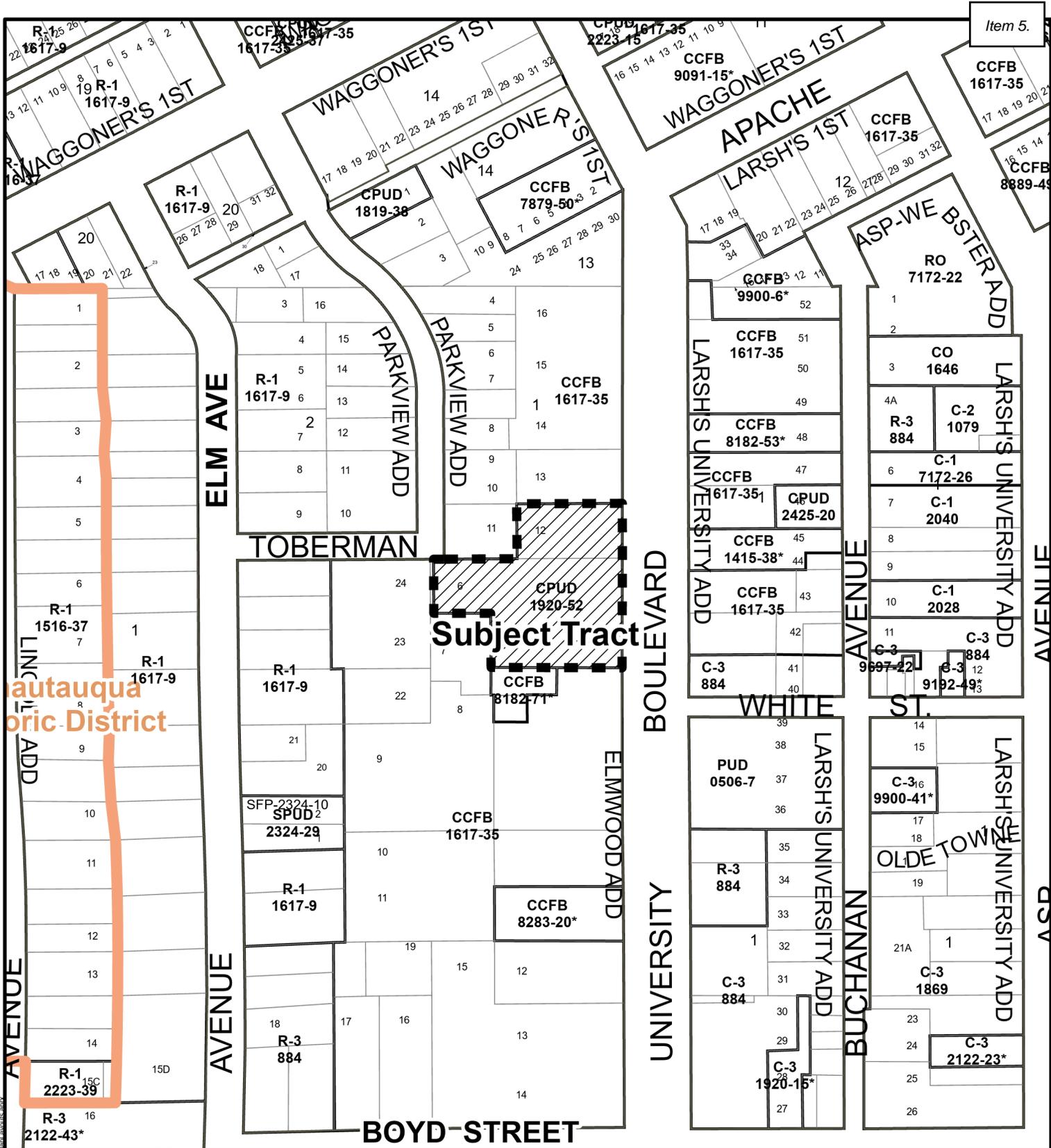
Map Produced by the City of Norman Geographic Information System. The City of Norman assumes no responsibility for errors or omissions in the information presented.



CCPUD\Radius Map Subject Tract  
City Council Meeting

February 11, 2026





# Location Map



Map Produced by the City of Norman Geographic Information System. The City of Norman assumes no responsibility for errors or omissions in the information presented.



December 2, 2025

0 100 200 Ft.



Subject Tract

# **THE NOUN**

**A BOUTIQUE HOTEL DEVELOPMENT BY NOUN HOTEL LLC**

**542 & 534 S. UNIVERSITY BLVD.,  
NORMAN, OKLAHOMA**

Application for:  
Center City Planned Unit Development  
Submitted December 1, 2025  
Revised February 5, 2026

PREPARED BY:  
**RIEGER SADLER JOYCE LLC**  
136 Thompson Drive  
Norman, Oklahoma 73069

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## I. INTRODUCTION

A. **Background and Intent.** The Noun is a boutique hotel development operated by Noun Hotel LLC (the “**Applicant**”). This amendment to the Center City Planned Unit Development (“**CCPUD**”), located at 542 and 534 South University Boulevard, Norman, Oklahoma (collectively, the “**Property**”), is intended to allow for expansion of the existing hotel. The Property contains approximately 1.22 acres (as combined across two parcels of 542 and 534 University). This CCPUD is intended to put forth the parameters for which the Property shall be developed in order to facilitate the expansion and operation of the Noun, as well as other compatible uses as more specifically described herein. The Property is located in the Campus Corner area and offers a unique opportunity for a boutique hotel to continue serving the City of Norman’s thriving Downtown, Campus Corner Restaurants and Merchants, the University of Oklahoma, and the City’s numerous festivals and events, including but not limited to the Norman Music Festival, OU gamedays and events, and various other gatherings. The expansion of the Noun builds upon the success of the existing hotel and will enhance its ability to support the thriving districts of the core area.

B. **Development Team.** The Applicant is Noun Hotel LLC. The architects for the project are GH2 Architects. SMC Consulting Engineers are serving as the civil engineers for the project. Traffic Engineering Consultants, Inc. are providing traffic analysis for the project.

## II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

A. **Location.** The Property is situated West of University Boulevard, North of Boyd Street, East of Elm Avenue, and touches the corner of Toberman Drive and Park Drive. The specific location is illustrated on the Site Development Plan, attached hereto as “**Exhibit A.**”

B. **Existing Land Use and Zoning.** The Property is situated within the Center City Form Based Code (“**CCFBC**”) District and is currently zoned as a CCPUD. 542 South University is improved with the existing Noun Hotel, and 534 South University is currently developed with a single-family residence.

C. **Elevation and Topography.** The Property is essentially flat with little elevation change throughout the entirety of the development. 542 South University is currently developed with the existing hotel and associated paved areas, resulting in little to no pervious surface. 534 South University currently contains a residential home.

D. **Drainage.** The Applicant proposes stormwater and drainage management systems that meet or exceed the City’s applicable ordinances and regulations, and that will include features of Low Impact Development and Best Management Practices.

E. **Utility Services.** All necessary utilities for this project (including water, sewer, gas, telecommunications, and electric) are currently located within the necessary

proximity to serve the Property, or they will be extended by the Applicant, as necessary.

- F. **Fire Protection Services.** Fire protection services will be provided by the City of Norman Fire Department and by the Owner of the Property where required by building and fire protection codes in the structures.
- G. **Traffic Circulation and Access.** Access to the Property shall remain as currently existing. A curb cut exists at the south boundary of the Property at S. University Blvd., which shall serve as the two-way entrance and exit to the Property, and serve as the primary access point to the hotel. The curb cut on the north end of 542 South University and south of 534 South University shall function to merely a one-way service road exiting the Property. The existing curb cut to 534 South University shall be removed.

### III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property shall be developed in compliance with the Site Development Plan, attached as **Exhibit A**, and the development criteria contained herein. The Exhibits attached to this CCPUD narrative are incorporated herein by reference.

A. **Permissible Uses.**

The Property is situated within the Center City Form Based Code District. This CCPUD is sought in order to allow for more flexible development, in fulfillment of the stated goals of the Center City Area of the Property, than what would be allowed under the applicable provisions of the Center City Form Based Code. Each respective lot shall retain its current allowable uses and shall add the additional uses stated below. An exhaustive list of the allowable uses is shown below and duplicated as attached hereto as **Exhibit C**.

**Additional Permissible Uses:**

- Hotel/Overnight Lodging and related support services and amenities (limited to the hotel and restaurant/bar operations)
- Banquet Hall, Conference Center, Reception Area, Ballroom and/or Meeting Space, and associated activities (limited to the hotel and restaurant/bar operations)
- Restaurant and/or Bar
- Art Gallery or Display Space (limited to the hotel and restaurant/bar operations)
- Office Uses (limited to the hotel and restaurant/bar operations)
- Fitness (limited to hotel guests and hotel operations)
- It is noted that the Center City Code already allows for this Property to be used as: “*residential/overnight lodging and related support services, such as lobbies, leasing offices, resident exercise facilities, etc.*” Therefore, much of the requested uses herein are already allowed under the existing CCFBC.

**B. Development Criteria.**

1. **Area Regulations.** The development shall comply with the setbacks shown on the Site Plan. As shown on the Site Plan, the addition to the hotel shall have a seventeen (17') foot setback from the West property line and a ten (10') foot setback from the North property line. Original documents will be provided in large scale to better read the setbacks shown.
2. **Building Height.** The hotel shall be allowed to reach a maximum height of four stories and 54' at roof deck, excluding any necessary mechanical units, equipment, screening, or parapet walls. It is noted that the CCFBC allows for 46 feet in height on the west side of University Blvd. Thus, this request is a mere 8 feet more in height. The additional height requested herein shall be utilized only for the existing portions of the hotel already constructed to 54' and the expansion to the hotel as shown on the site plan.
3. **Exterior Materials.** The exterior of the building shall be constructed in substantial compliance with the Exterior Renderings, attached hereto as **Exhibit B**. The exterior materials of the building to be constructed on the property may be brick, stone, synthetic stone, high impact quality stucco or EIFS, masonry, metal accents, and any combination thereof. The project shall comply with the materials requirements of CCFBC under 402. General Provisions; J. Architectural Materials (exteriors).
4. **Sanitation.** Trash dumpster will be located as depicted on the Site Development Plan or in locations approved by City sanitation services and will be screened with similar materials similar in character as the hotel building. The location of the dumpster is located more than thirty feet from the nearest property line.
5. **Signage.** Signage for the Property shall be allowed in the locations and manners depicted on the Exterior Renderings. Additional signage on the Property shall be allowed to comply with the restrictions and provisions attached hereto as **Exhibit D**.
6. **Traffic access/circulation and sidewalks.** Access to the Property shall be in the locations and in the manner depicted on the Site Development Plan. Sidewalks will be constructed along University Boulevard and Toberman Drive in accordance with applicable City of Norman standards. Landscaping shall accommodate all City of Norman traffic sight triangle requirements. While the Thrift Store remains in its current location, the existing curb cut located on Toberman Drive will be gated and closed at all times, except for the Thrift Store's operating hours. Should the Thrift Store permanently discontinue its

operations at the current location, the existing curb cut located on Toberman Drive will be permanently closed by the Applicant and the 8-foot-tall precast concrete wall will be placed in the location where the gate and building stood (if building is removed). A paved Pedestrian Pathway shall run from the corner of Toberman Drive and Park Drive to S. University Blvd, as depicted on the Site Plan. A portion of the Pedestrian Pathway will run along the north fire/service exit lane but shall be separated from the vehicular traffic through the use of a mountable curb or similar safety measures in order to allow fire access to the north portion of the building in the event of an emergency. The Applicant will install security cameras on the Property to enhance the security of the Property, including the parking lot and pedestrian pathway.

7. **Lighting.** All exterior lighting shall comply with the City of Norman commercial lighting ordinance, including the submission of a photometric lighting plan at time of building permit review. Lighting of the North and West sides of the hotel structure and the proposed addition shall be limited to the extent practicable, and as necessary for safety considerations, in order to be sensitive to the nearby residences. Streetlights shall be installed along the portion of South University Boulevard abutting the Property at a distance of 140' feet apart due to the proposed drop-off location on the east side of the Property. Ample exterior lighting will also be provided in the street frontage area around the drop off to assist with use of that area after dark.
8. **Open Space.** Open space shall be utilized on the Property in the locations and manners depicted on the Site Development Plan. Open Space for the project shall not be less than 15%. The development will incorporate features of low impact development (LID) solutions, allowing for a maximum impervious area for the project of 85%. Applicant shall provide street furniture on the Property in the form of multiple tables, chairs, benches, and a seat wall on the Property.
9. **Landscaping; Fencing.** Landscaping shall be provided and maintained on the Property. In lieu of Street Trees along S. University Boulevard, the Applicant shall utilize large landscaping beds and potted large Holly Trees. Landscaping, to include trees, fencing and walls for perimeter treatment, shall be featured along the North and West borders of the Property to provide a buffer to the residential neighborhood to minimize light, noise and other effects to the residentially zoned properties. In accordance with the Site Development Plan, an eight (8') foot tall concrete wall, matching the existing wall on the North and West sides of the hotel, shall be installed along the West side of the addition. An eight (8') foot tall wooden fence shall be installed along the North border of the Property. All perimeter fencing and walls shall be coordinated with the City Forester as to best manner of size and installation in order to preserve the existing mature trees along the boundary to the extent reasonably possible.

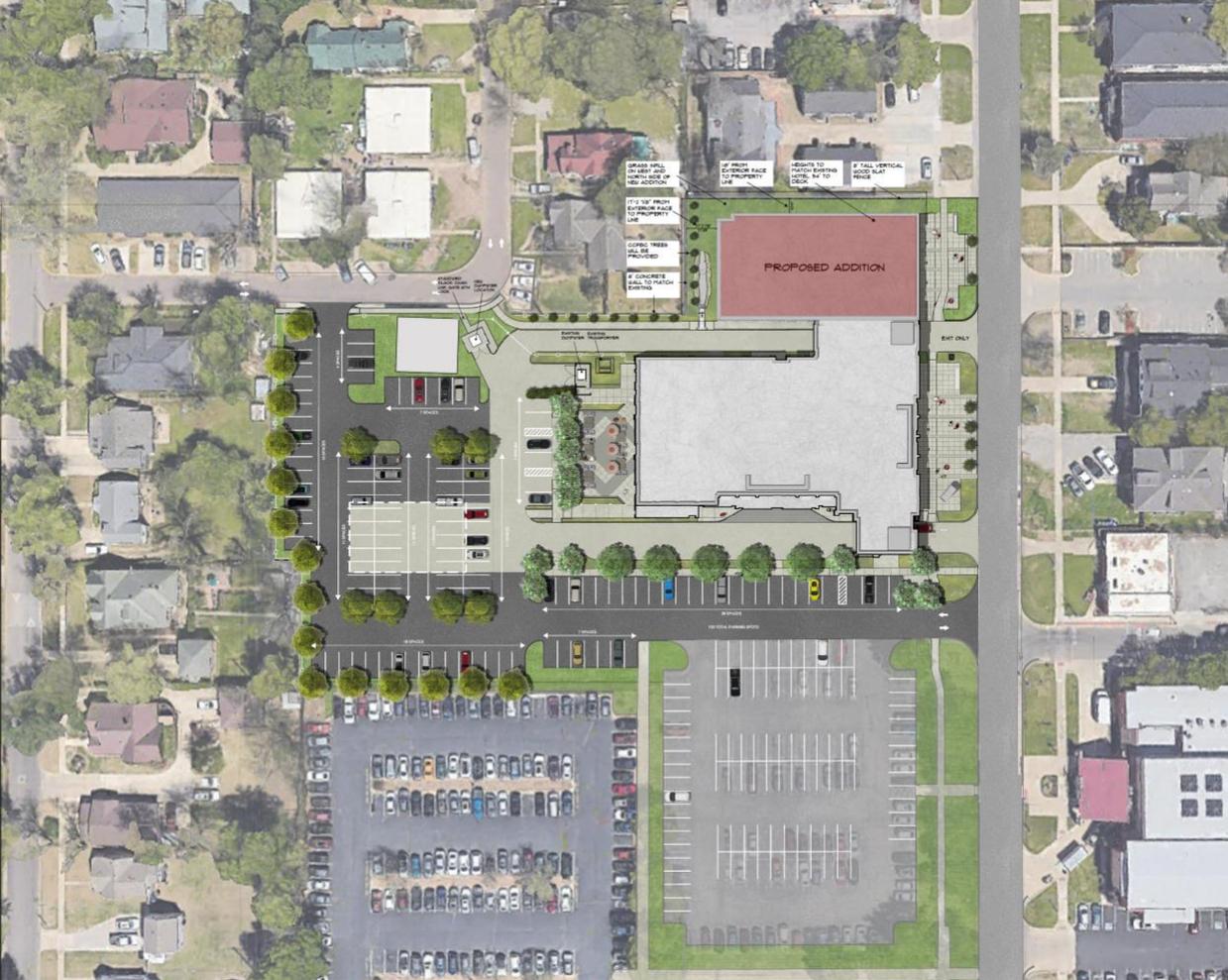
Additionally, in accordance with the Site Development Plan, trees will be installed along the West boundary of the addition as an added buffer to the residential neighborhood. All trees to be planted on the Property shall be of a minimum of 2-inch caliper and shall be of the type listed on the tree species list attached hereto as **Exhibit E**. A rain garden to filter and reduce stormwater runoff shall also be installed along the West boundary of the addition. The location and design of the rain garden shall be subject to change based on engineer calculations at the time of installation. Except for instances in which repairs are needed due to causation of damage by neighboring property owners or their guests, invitees, agents, or contractors, Applicant shall be responsible to maintain the required perimeter fencing and wall, landscaping, and trees; and, as necessary, to replace any required perimeter fencing and wall, landscaping, or trees to ensure compliance with the requirements herein. Perimeter fencing and wall is to be constructed prior to an occupancy permit being issued for the hotel.

**10. Parking.** Parking shall meet or exceed 94 parking spaces. Parking will be as depicted on the Site Development Plan and the Applicant will participate in shared parking with the owner of the parking lot located to the South of the Property for additional parking for the hotel guests. Bike parking shall be provided on the Property, with a minimum of 12 bike racks. Applicant shall be responsible for maintaining the stormwater infrastructure to ensure its proper operation as proposed.

**11. Outdoor Space.** As shown on the Site Plan, an open-air, outdoor space connects to the hotel that will be used to support meetings, events, and other functions at the hotel. The outdoor space will not be utilized for any functions later than 9:00 pm on Sunday through Wednesday, and 10:00 pm on Thursday through Saturday. No amplified live instruments shall be used in the outdoor space. No drums, amplified or not, shall be used in the outdoor space. No televisions or video screens may be located or oriented in a manner that can be seen from abutting residentially zoned properties. No loudspeakers, televisions, phonographs, radios, or other audio devices shall be used in a manner to be heard in excess of noise ordinance limits, from neighboring residentially zoned properties. Any speakers or audio devices shall be oriented and directed only in a direction that is away from abutting residentially zoned properties. The Applicant may obtain noise variances as is allowed by the City of Norman ordinances. A six (6) foot masonry (or similar wall, such as a living wall, etc.) will enclose the outdoor space to reduce any effects of noise, light, and other issues to the abutting residentially zoned properties. Additionally, the seventeen foot (17') setback area west of the addition to the hotel shall be maintained as open space on the Property and shall not be used for any outdoor programs or events. This paragraph 11, and the restrictions herein as to operations of the

outdoor space, shall not be in effect on days in which the University of Oklahoma is having a regular season, or playoff, home football game.

**EXHIBIT A**  
**SITE DEVELOPMENT PLAN**  
*Full Size Document Submitted to City Staff*



**EXHIBIT B**

**EXTERIOR RENDERINGS**  
*Full Size Documents Submitted to City Staff*



## EXHIBIT C

### Allowable Uses

*The intent is to keep the existing allowable uses for each property under the CCFBC and add the additional uses enumerated in this CCPUD. In the event of an ambiguity or conflict, this list shall control the allowable uses for the Property.*

#### Additional Permissible Uses:

- Hotel/Overnight Lodging and related support services and amenities (limited to the hotel operations)
- Banquet Hall, Conference Center, Reception Area, Ballroom, and/or Meeting Space, and associated activities (limited to the hotel and restaurant/bar operations)
- Restaurant and/or Bar
- Art Gallery or Display Space (limited to the hotel and restaurant/bar operations)
- Office Uses (limited to the hotel and restaurant/bar operations)
- Fitness (limited to hotel guests and hotel operations)
- It is noted that the Center City Code already allows for this Property to be used as: “*residential/overnight lodging and related support services, such as lobbies, leasing offices, resident exercise facilities, etc.*” Therefore, much of the requested uses herein are already allowed under the existing CCFBC.
- Thrift Store/Donation Center as an ancillary function of a church

## EXHIBIT D

### Additional Signage Provisions

Any signage additional to the signage shown on the Exterior Renderings shall comply with the provisions contained herein:

*[This is based on the Signage language of the CCFBC, but in the event of ambiguity or conflict, this exhibit shall control]*

#### 1. Intent and Guiding Illustrations

Signs along commercial and mixed-use frontages should be clear, informative and should weather well. Signage is desirable for advertising shops and offices, and as decoration. Signs should be scaled to the District: mixed-use, pedestrian-oriented, with slow-moving automobile traffic. Signage that is glaring or too large creates distraction, intrudes into, and lessens the district experience, and creates visual clutter.

#### 2. General Standards

- a. Wall signs are permitted within the area between the second story floor line and the first-floor ceiling with a horizontal band not to exceed 2 feet in height. In no case shall this band be higher than 20 feet or lower than 11 feet above the adjacent sidewalk.
- b. Letters shall not exceed 18 inches in height or width. Signs shall not come closer than 2 feet to an adjacent common lot line.
- c. Additionally company logos or names may be placed within this horizontal band or placed or painted within ground floor or second story windows.
- d. A masonry or bronze plaque bearing an owner's or building's name may be placed in the building's cornice/parapet wall or under the eaves, and above the upper story windows. Any such plaque shall be no larger than a rectangle of 18 square feet.
- e. Blade signs (perpendicular to the required building line) not more than 5 feet wide containing a maximum of 25 square feet per side and minimum 9 feet clear height above the sidewalk may be hung from the facade, or from an overhang or awning. Vertically oriented blade signs less than 30 inches wide may contain up to 30 square feet per side.
- f. Neon signs are allowed within shopfront windows throughout the Property.
- g. No more than 25% of a shop or store window may be covered by signage.
- h. Temporary sidewalk easel signs of up to 36" in height are permitted within the dooryard area of both the existing hotel and addition to the hotel. They may also be considered a permitted obstruction to the sidewalk or right-of-way, with prior approval from the City.

i. All illumination of signs and buildings shall be by constant light—flashing, traveling, animated, or intermittent lighting shall not be mounted on the exterior of any building, whether such lighting is temporary or permanent.

### 3. Prohibited Signs

Outdoor advertising signs, roof signs, free-standing pole signs, monument signs, any kind of animation, and signs painted on the exterior walls of buildings. No digital, flashing, scrolling, traveling, animated, or intermittent lighting shall be on the exterior of any building whether such lighting is of temporary or long-term duration. Portable or wheeled signs and advertising located outside any building are not allowed.

**EXHIBIT E**

## Allowable Tree Species List

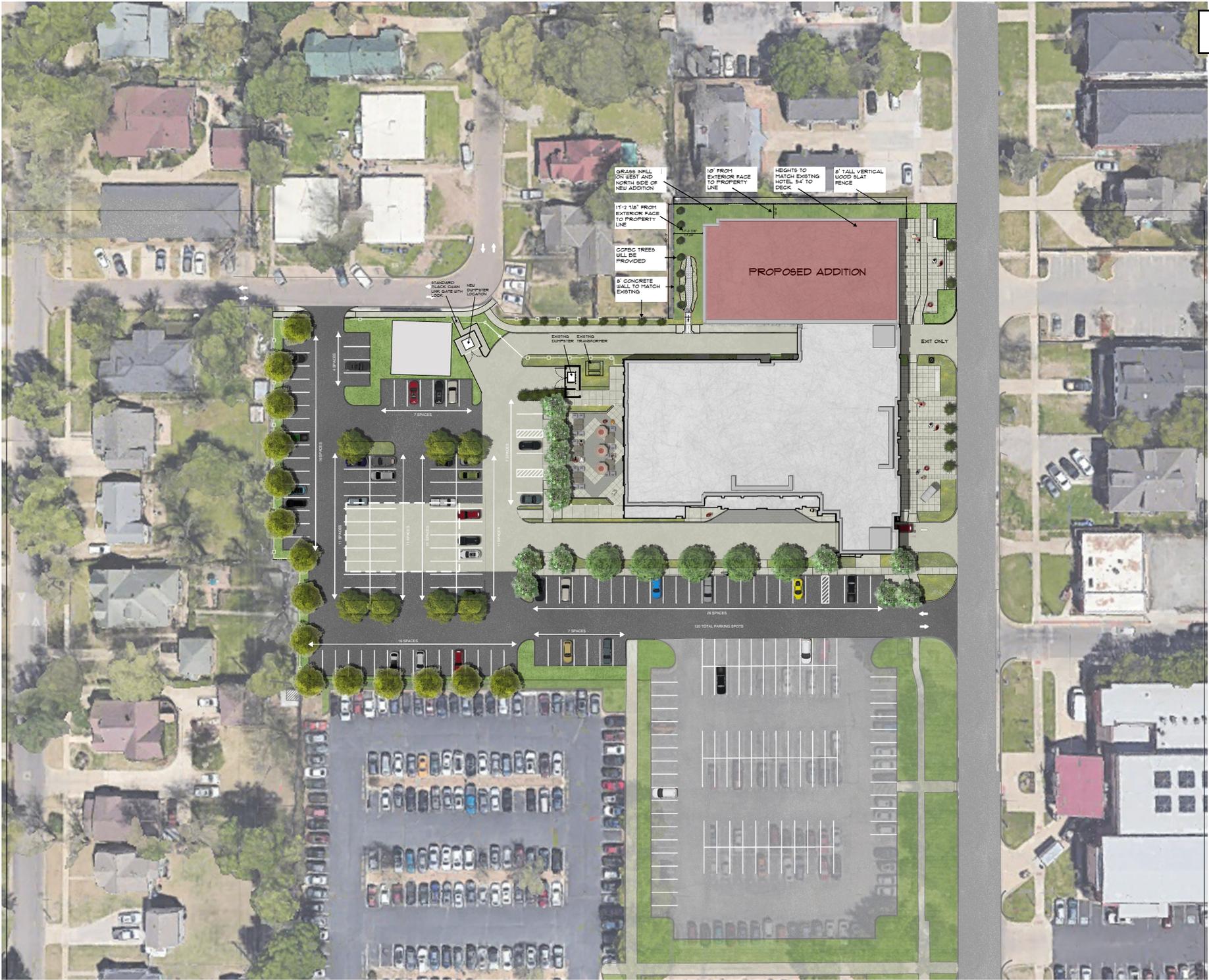
*This list is based on the City of Norman's allowable tree species lists contained in the CCFBC. In the event of ambiguity or conflict, this list shall control.*

The following trees species shall be allowable on the Property. The Applicant shall consider size, location, and surrounding area in determining which of the following species shall be used throughout different locations of the Property.

<i>Carya illinoensis</i>	Pecan
<i>Cerus canadensis</i> var. <i>texensis</i>	Texas Redbud
<i>Cerus x texensis</i>	Oklahoma Redbud
<i>Juglans nigra</i>	Black Walnut
<i>Magnolia grandiflora</i>	Magnolia
<i>Quercus macrocarpa</i>	Bur Oak
<i>Quercus muhlenbergii</i>	Chinquapin Oak
<i>Taxodium ascendens</i>	Pond Cypress
<i>Taxodium distichum</i>	Bald Cypress

<i>Celtis occidentalis</i>	Common Hackberry
<i>Ginkgo biloba</i>	Ginkgo (male only)
<i>Gleditsia triacanthos</i> var. <i>inermis</i>	Thornless Honey Locust
<i>Platanus acerifolia</i> 'Yarwood'	Yarwood Plane tree
<i>Platanus occidentalis</i> 'Bloodgood'	London Plane tree
<i>Quercus acutissima</i>	Sawtooth Oak
<i>Quercus alba</i>	White Oak
<i>Quercus coccinea</i>	Scarlet Oak
<i>Quercus muhlenbergii</i>	Chinquapin Oak
<i>Quercus palustris</i>	Pin Oak
<i>Quercus phellos</i>	Willow Oak
<i>Quercus buckleyi shumardii</i>	Red Oak
<i>Quercus velutina</i>	Black Oak
<i>Tilia Americana</i>	Basswood/American Linden
<i>Ulmus hollandica</i> 'Groenveldt'	Groenveldt Elm
<i>Ulmus americana</i> "libertas"	Liberty Elm
<i>Ulmus parvifolia</i>	Chinese/Lacebark/Drake Elm





Item 5.

INTERIM REVIEW ONLY  
THESE DOCUMENTS ARE INCOMPLETE. THEY HAS NOT WITHDRAWN FOR REVIEW OR CONSTRUCTION. 15/02/20 11:28:47 PM

**NOUN BOUTIQUE HOTEL**

5412 S. University Blvd., Norman, Oklahoma

**AS101**  
ARCHITECTURAL SITE PLAN

**GH2** HOSPITALITY ARCHITECTS  
LOGO.COM

PROJECT NUMBER: 20190079  
 ISSUED ON: JUNE 21, 2021  
 ISSUE: FOR CONSTRUCTION

OTHER ISSUE DATES: NO. DESCRIPTION DATE

DATE: ARCHITECTURAL SITE PLAN



Item 5.

INTERIM REVIEW ONLY  
 THESE DOCUMENTS ARE PRELIMINARY.  
 THEY ARE NOT INTENDED FOR PERMITS  
 OR FOR CONSTRUCTION.  
 15/02/2021 1:28:47 PM

**NOUN BOUTIQUE HOTEL**

5412 S. University Blvd., Norman, Oklahoma

**AS101**  
ARCHITECTURAL SITE PLAN

**GH2 | HOSPITALITY ARCHITECTS**  
INCORPORATED

PROJECT NUMBER: 20190079  
 ISSUED ON: JUNE 21, 2021  
 ISSUE: FOR CONSTRUCTION

OTHER ISSUE DATES:  
 NO. DESCRIPTION DATE

DATE: 06/21/21  
 ARCHITECTURAL SITE PLAN



# MEMORANDUM

November 24, 2025

Item 5.

**TO:** Scott Lambert  
NOUN Hotel

**FROM:** B.J. Hawkins, P.E., PTOE

**SUBJECT:** NOUN Hotel Expansion

**LOCATION:** University Boulevard and White Street  
Norman, Oklahoma



## INTRODUCTION

Traffic Engineering Consultants, Inc. (TEC) was retained to conduct a traffic impact review on a proposed hotel expansion which is to be located west of University Boulevard opposite White Street in Norman, Oklahoma as shown in **Figure 1** in **Attachment A**. The site of the expansion is the residential lot directly north of the existing hotel. The existing hotel currently has 92 rooms, and the proposed addition would add an additional 57 rooms as shown in **Figure 2** in **Attachment A**. Access to the development is proposed via the existing three driveways (two full-access driveways and one exit-only driveway) on University Boulevard and one existing full-access driveway on Toberman Drive.

University Boulevard is a two-lane north/south collector – urban with a posted speed limit of 25 miles per hour (mph) and an approximate annual average daily traffic volume of 2,500 vehicles per day (vpd) in the vicinity. University Boulevard features dedicated bicycle lanes on both sides of the street.

## SITE GENERATED TRIPS

To determine the effects a new development will have on an existing street system, new or additional trips must be projected. The latest edition of the *Trip Generation Manual*, published by the Institute of Transportation Engineers, was used to determine the number of trips the development is expected to generate. The report is a nationally accepted reference which provides trip rates for determining the trips expected to be generated by different land use types.

Available information was utilized regarding the anticipated land use to determine the additional site generated trips the hotel expansion would be expected to generate. The *Hotel* land use category was utilized to determine the trip generation of the hotel expansion. The resulting trips projected to be generated by the expansion once completed and operational are indicated in **Table 1**.

Traffic Engineering Consultants, Inc.  
2770 Washington Drive, Suite 100 | Norman, OK 73069 | (405) 720-7721  
Oklahoma | Arkansas | Missouri  
www.tecusa.com

**TABLE 1**  
Projected Site Generated Trips

Building Type (Land Use)	ITE Land Use Code	Approximate Gross Floor Area or Other	Average Weekday Vehicle Trips			Average AM Peak Hour Directional Distribution		Average AM Peak Hour Directional Trips (vph)		Average PM Peak Hour Directional Distribution		Average PM Peak Hour Directional Trips (vph)	
			Per Day	Per Peak Hour of Adjacent Street Traffic									
				(vpd)	One Hour Between 7am & 9am (vph)	One Hour Between 4pm & 6pm (vph)	IN	OUT	IN	OUT	IN	OUT	IN
			Trip Rate*		(Rooms)	5.84	0.34	0.47					
Hotel	310	57	333	19	27	52%	48%	10	9	51%	49%	14	13

\* Trip Rates from "TRIP GENERATION MANUAL", 12th Ed., Institute of Transportation Engineers.

The hotel expansion would be expected to generate an additional 333 vehicle trips per day, 19 trips occurring during the a.m. peak hour, and 27 trips occurring during the p.m. peak hour than the existing hotel development.

**SUMMARY**

The traffic generated by the proposed hotel expansion would have minimal effects on the surrounding intersections and roadways and no traffic related issues are anticipated.

Should you have any questions or require additional information regarding these findings, please let me know.

# ATTACHMENT A

## FIGURES

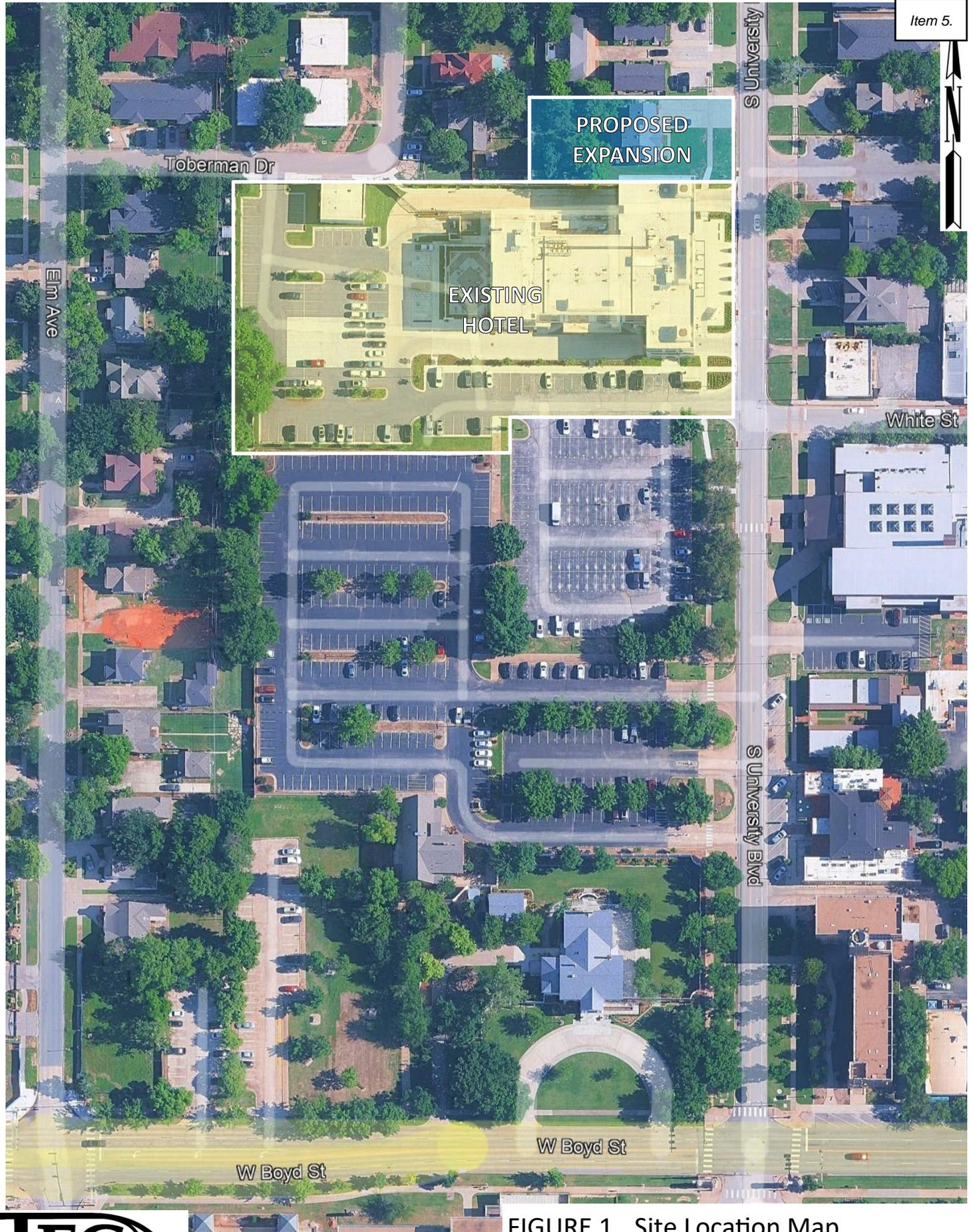
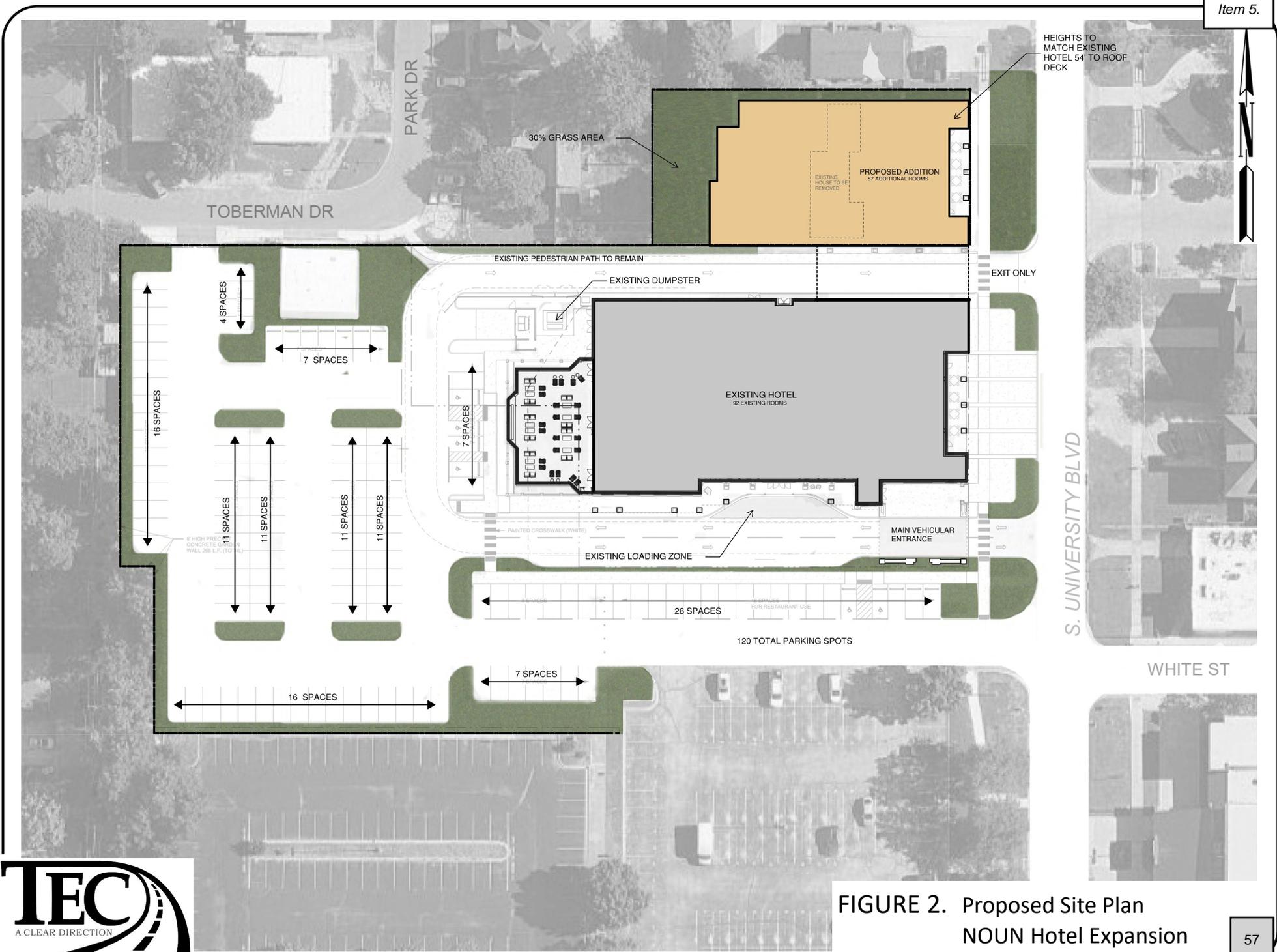


FIGURE 1. Site Location Map  
University Blvd and White St  
Norman, Oklahoma



HEIGHTS TO MATCH EXISTING HOTEL 54' TO ROOF DECK



FIGURE 2. Proposed Site Plan  
NOUN Hotel Expansion



**Applicant:** The Noun Hotel, LLC

**Project Location:** 534 & 542 S University Boulevard

**Case Number:** PD25-34

**Time:** 5:30 p.m.

**Applicant Representative:**  
Sean Rieger, Rieger Joyce Sadler LLC

**Attendees:**  
Scott Lambert  
Mark & Jayne Crumpley  
Glenn & Michelle Secrest  
Mitch Baroff  
Judy J. Hatfield  
Aimee Hardesty  
Justin George  
Helen Grant  
Marielle Hoefnagels  
Doug Gaffin  
Cindy Rogers

**City Staff:**  
Anais Starr, Planner II

**Application Summary:**  
The applicant requests an amendment to the existing CCPUD for this site to allow the expansion of the NOUN Hotel to the parcel at 534 S. University Boulevard. The proposed addition will be four stories and will have the same design, and exterior material, primarily brick. The expansion will allow for a ballroom/meeting space and 54 additional guest rooms. The proposed rear setback will be 30 feet from the west property line. The proposed north setback will be ten feet. The existing driveway at 534 S. University Boulevard will be removed, and no additional vehicular access points or parking are proposed for the parcel.

**Neighbors' Comments/Concerns/Responses:**  
The neighbors in attendance at the meeting expressed concern regarding the proposed height of the hotel addition. They stated that the CCFBC Regulating Plan limits the height to three stories on the west side of University Boulevard and that this should be maintained. Some inquired if there was a way to lower the height of the proposed addition.

The applicant indicated that the request was for a four-story addition to match the existing hotel. The NOUN Hotel owner, Scott Lambert, stated that there would be no

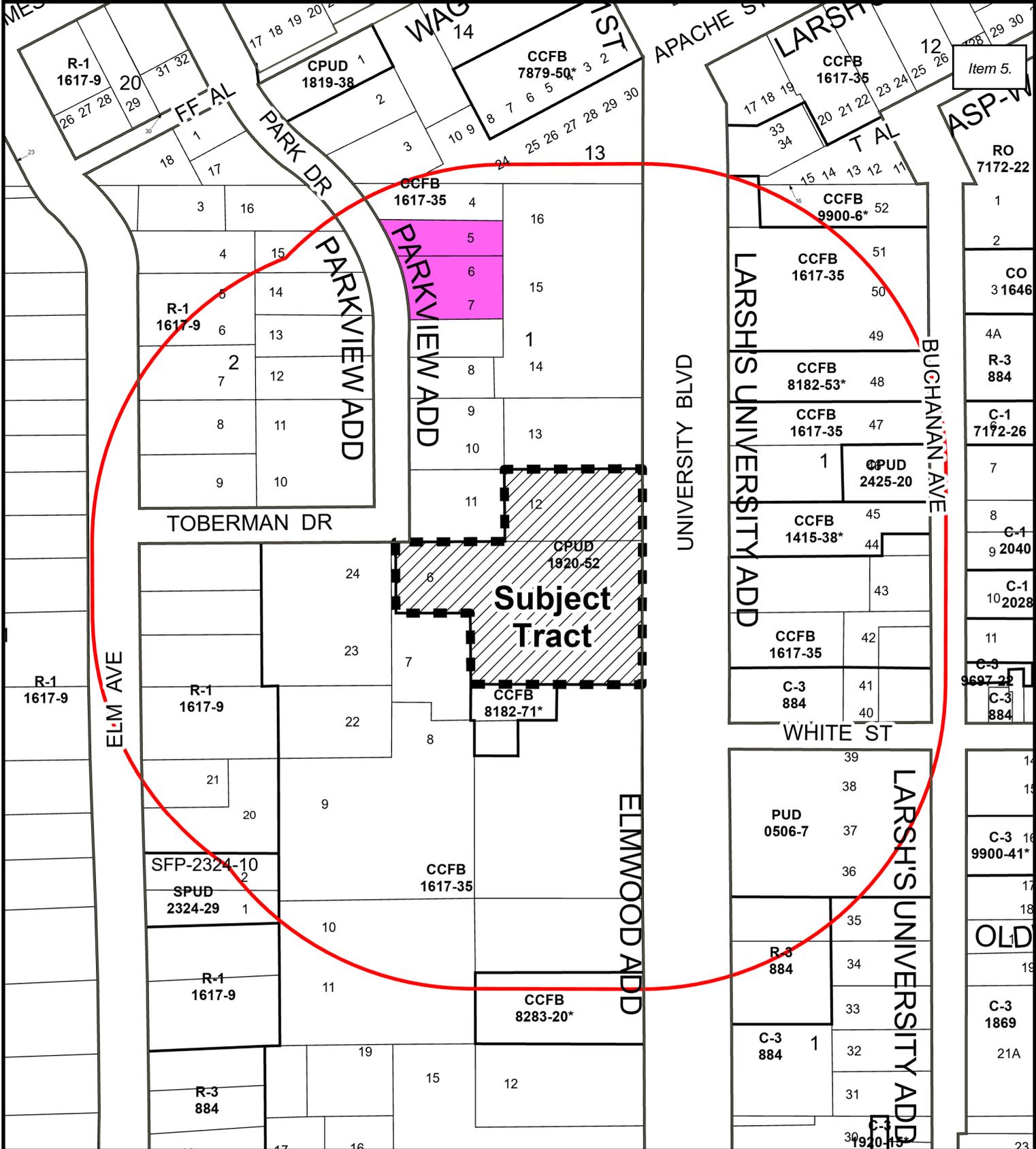
windows at the rear of the building and that the proposed perimeter fence would be designed to meet Paul Harris's approval. The applicant representative said a lowering and lengthening of the proposed structure would cause it to encroach on the proposed 30' setback for the addition.

Other concerns raised by neighbors included: stormwater runoff, proposed landscaping and use for the open area, how the addition would be serviced, and where additional parking was proposed.

The applicant representative stated that drainage, along with landscaping, was being developed and would be available at the time of Planning Commission review. He indicated that stormwater runoff would be captured on-site, as was done with the NOUN Hotel construction. He further stated the hotel was to be serviced with the existing loading area off University Boulevard. He indicated a total of 120 parking spaces were provided south of the existing hotel. He added the hotel could lease additional parking spaces from the church if a temporary need arose. Furthermore, he stated there would be no window openings on the rear of the building and no hotel programming in the open space behind the proposed addition.

A neighbor inquired how the expansion would alter the existing walkway from Park Drive to University Boulevard. The applicant representative stated there were no proposed changes to the walkway.

A question by a neighbor about whether the gate onto Park Drive would be open either for construction or on a more permanent basis. The applicant representative stated it would remain closed except on the days when the Presbyterian Thrift Store was in operation.



# Protest Map

2.4% Protest Within Notification Area



Map Produced by the City of Norman Geographic Information System. The City of Norman assumes no responsibility for errors or omissions in the information presented.



0 75 150 Feet

February 5, 2026

-  Subject Tract
-  Notification Area
-  Protest

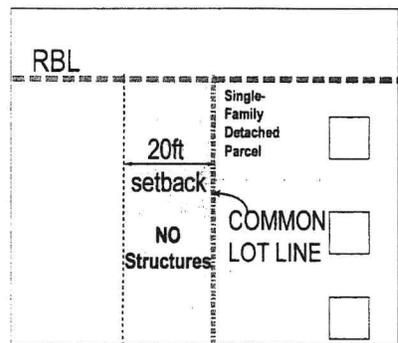
Noun Hotel. Case PD25-34 PROTEST LETTER. December 31, 2025.

I support the proposed annex expansion of the Noun Hotel. What I object to is the annex's height of more than 50 feet rather than the already stipulated 'neighborhood manners' height limit of three stories given that it is adjacent to the Park Drive R-1 Single Family Residential neighborhood.

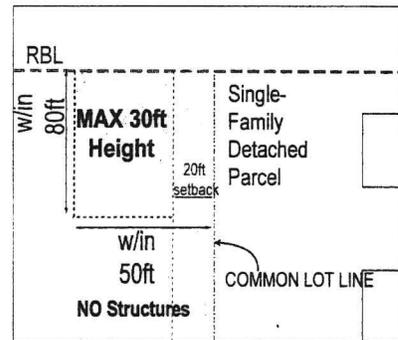
The existing Noun 'Boutique' Hotel is 91 guest rooms. The proposed addition (annex) will add 48 guest rooms. The Annex is immediately adjacent to my R-1 residential neighborhood. At the time the Center City Code was approved, it was agreed to limit the height of development adjacent to my neighborhood. One of the goals of the Center City Code is to ensure good relationships with surrounding neighborhoods. I request that the City Planning Commission and City Council limit the Annex's height as previously agreed.

Thank you. Mitch Baroff. 419 and 421 Park Drive.

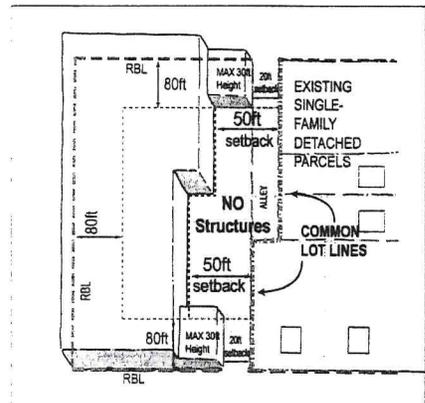
*Written  
ON BEHALF OF THE MITCH BAROFF TRUST  
LINDA F.M., TRUSTEE*



402.D.1.a. Neighborhood Manners – Required setback

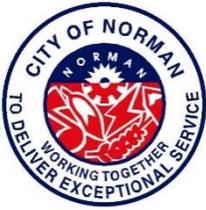


402.D.1.b. Neighborhood Manners – Height limitations and required setbacks



402.D.1.c. Neighborhood Manners – Limitations on buildable envelope

FILED IN THE OFFICE OF THE CITY CLERK ON 01-02-26 DR



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 2/12/26

**REQUESTER:** Noun Hotel, LLC

**PRESENTER:** Anais Starr, Planner II

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-31: 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)

<b>APPLICANT/REPRESENTATIVE</b>	The NOUN Hotel LLC /Rieger Sadler Joyce, LLC
<b>LOCATION</b>	534 & 542 S. University Boulevard
<b>WARD</b>	4
<b>CORE AREA</b>	Yes
<b>EXISTING ZONING</b>	CCPUD, Center City Planned Unit Development
<b>EXISTING LAND USE DESIGNATIONS</b>	Urban High
<b>CHARACTER AREA</b>	Core Neighborhood
<b>PROPOSED ZONING</b>	CCPUD, Center City Planned Unit Development
<b>PROPOSED LAND USE</b>	No Change

**REQUESTED ACTION**

Amendment of the adopted CCPUD for this site

**SUMMARY:**

The applicant, NOUN Hotel LLC, is requesting an amendment to the existing CCPUD, Center City Planned Unit Development (O-1920-52). The proposed amendment will allow the expansion of the existing hotel north to the lot at 534 S. University Boulevard. The existing CCPUD initially called for this 534 S. University Boulevard site to be utilized for the relocation of the Presbyterian Thrift Store from its current location on Toberman Drive. The Thrift Store relocation has not occurred to date; the applicant is moving forward with plans for expansion of the NOUN Hotel to this site. The proposed expansion may include guest rooms, meeting rooms and office space.

**EXISTING CONDITIONS:**

**SIZE OF SITE:** 1.22 Acres

**SURROUNDING PROPERTIES**

	Subject Property	North	East	South	West
Zoning (BFS)	CCPUD	CCFBC (Urban Residential)	CCFBC (Urban Residential)	CCFBC (Urban General)	CCFBC (Detached)
Land Use	Urban High	Urban High	Core Business District	Urban High & Civic	Urban Low
Current Use	Hotel & Associated Uses for the NOUN	Residential (Duplexes)	Residential (Multi-family), Office & Parking Lot	Commercial Parking Lot and OU Property	Residential (Single-Family & Duplexes) Thrift Store

**ZONING DESIGNATIONS**

**CCPUD, Center City Planned Unit Development**

**SEC. 520 CENTER CITY PLANNED UNIT DEVELOPMENT**

A. Statement of Purpose: It is the intent of this section to provide an alternative zoning district for the Center City Area as defined in the Center City Form Based Code (CCFBC). This Center City Planned Unit Development District (CCPUD) is specifically catering to the Center City Area because of the size of lots, the lack of vacant land and other distinguishing characteristics in this area that make the use of the existing PUD regulations not feasible. The CCPUD encourages developments that create the character of development envisioned in the CCFBC.

**LAND USE DESIGNATION**

**Urban High (UH)**

Highly compact, walkable pattern of urban development prioritizing alternative means of transportation. Low to no building space and separation of uses. This area is intended to

create opportunities for economic activities attracting a city-wide audience, and place residents closer to services and jobs.

High-intensity areas strive for more residential than non-residential uses with frequent master-planned mixed-use development nodes. Non-residential uses may be more common in UH than in UM or UL due to higher concentrations of population. Gross densities in any single development should be greater than 12 units per acre.

## **CHARACTER AREA DESIGNATIONS**

### **Core Neighborhood Areas**

The Core Neighborhood is a focal point of the city, the traditional central business district, with a concentration of activities such as general retail, service commercial, professional office, mixed-density housing, mixed-use spaces, and appropriate public and open space easily accessible by pedestrians. This area frames the University of Oklahoma campus.

The Core Neighborhood encompasses all historic districts and some existing neighborhood planning areas. One notable aspect of this area is the reinvestment that has been occurring over the past decade.

The Core Neighborhood is defined by smaller, traditionally platted lots and older homes. Most streets within this Character Area are designed on a grid pattern, radiating from the BNSF rail line, and are highly connected to one another. Alleys are prominent and, although often used by local traffic, are in disrepair and in need of maintenance. Towards the commercial centers of this Character Area, taller buildings are more common, with the overarching height of residential structures being three stories or less.

### **NEAREST PUBLIC PARK**

Centennial Park is located approximately .22 miles northwest of the development site. Legacy Trail Park is located approximately .62 miles east of the development site. Each of these parks can be accessed using available sidewalks and crosswalks along the streets.

## **PROCEDURAL REQUIREMENTS:**

### **PRE-DEVELOPMENT:**

**PD25-34**

**December 18, 2025**

Several neighboring residents were in attendance and shared concerns regarding the proposed height of the hotel addition. They stated that the CCFBC Regulating Plan limits the height to three stories on the west side of S. University Boulevard and that this should be maintained. Some inquired if there was a way to lower the height of the proposed addition. Other concerns raised by neighbors included: stormwater runoff, proposed landscaping and use for the open area, how the addition would be serviced, and if additional parking was proposed. Neighbors had questions regarding whether the gate onto Park Drive would be opened and if the walkway would be altered.

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

This property does not require platting; therefore, dedication of parkland or fee in-lieu of parkland dedication is not required.

**REVIEW COMMENTS:**

This application was submitted to the following agencies, departments, and/or divisions for review and comment. An asterisk (\*) indicates that the agency, department, and/or division responded with review comments “inconsistent” with AIM Norman Plan. Items italicized and blue in these sections represent City Staff analysis.

**CITY DEPARTMENTS**

1. Fire Department
2. Building Permitting Review
3. Public Works/Engineering
4. Transportation Engineer
5. Planning
6. Utilities

**FIRE DEPARTMENT**

*Fire codes will be addressed at the building permit stage.*

**BUILDING REVIEW**

*Building codes and all applicable trades will be addressed at the building permit stage.*

**PUBLIC WORKS/ENGINEERING**

*The subject property is comprised of two lots which are part of the Elmwood Addition and Parkview Addition Plats. An application for a Lot Line Adjustment to join the existing lot occupied by the NOUN Hotel and the lot at 534 S. University Boulevard will be necessary prior to building permit issuance.*

**TRANSPORTATION ENGINEER**

*A traffic impact analysis is not required for this project. However, the applicant has provided a Traffic Impact Memo, which is attached as a supporting document.*

**PLANNING****ZONING CODE CONSIDERATIONS**

**Purpose – CCPUD, Center City Planned Unit Development**

**Appendix B****SEC. 520 CENTER CITY PLANNED UNIT DEVELOPMENT**

A. Statement of Purpose: It is the intent of this section to provide an alternative zoning district for the Center City Area as defined in the Center City Form Based Code (CCFBC). This Center City Planned Unit Development District (CCPUD) is specifically catering to the Center City Area because of the size of lots, the lack of vacant land and other distinguishing characteristics in this area that make the use of the existing PUD regulations not feasible. The CCPUD encourages developments that create the character of development envisioned in the CCFBC.

Specifically, the purposes of this section are to:

1. Provide an alternative zoning district to the CCFBC where a property owner proposes a development that does not meet the strict regulations required in the CCFBC.

2. Provide open space/street space that is compatible with the concepts of the CCFBC.
3. Provide comprehensive and innovative planning and design for a development which is consistent and compatible with surrounding developments.
4. Provide more efficient and economic use of land resulting in an urban/pedestrian environment.
5. Provide complete and useful information which will enable the Planning Commission and City Council to make more informed decisions on land use.
6. Encourage developments that achieve community goals, such as, but not limited to, aging in place, or affordable housing, or other emerging trends in housing, that may not be able to meet all the required elements of the Center City Form Based Code.

*The applicant is requesting an amendment to the property's existing CCPUD to allow for an expansion of the NOUN Hotel to accommodate an office, a ballroom, and additional guest rooms. This proposal is **consistent** with the purpose of the CCPUD process.*

### **Uses Permitted**

- The proposed amendment will allow for a four-story addition with office, and ballroom/meeting space on the first floor. The second, third, and fourth floors will have guest rooms. A complete list of uses can be found within the attached CCPUD Narrative as Exhibit C.

*The applicant requests an amendment to the existing CCPUD to allow for the expansion of the existing four-story hotel. The proposed uses for the addition include an office, a ballroom/meeting space, and 48 guest rooms. The applicant submitted amendments to the adopted CCPUD Narrative and Site Development Plan to meet this proposed expansion. The project fronts onto S. University Boulevard and is located just north of the University of Oklahoma. Additionally, the proposal is across from the commercial area known as Campus Corner. The proposal is generally **consistent** with the surrounding uses to the north, east and south of the property, and follows the existing CCPUD Narrative.*

### **Area Regulations**

- The CCPUD proposes an addition of the hotel structure to the north along the Required Build Line, as prescribed by the CCFBC Regulating Plan. The amendment proposes a 10-foot setback from the north property line and a 17-foot setback from the rear property line, along the western side of the lot.

*The applicant proposes to follow the Required Building Line (RBL)/the build to line on this lot for the hotel expansion, meeting the CCFBC regulations. The CCFBC, in Section 402.D.1.b., limits structures to a height of 30 feet when placed within 50 feet of a common lot line with property designated Detached Frontage Building Form Standard, as is the case here (to the west). While the CCPUD proposes a 17-foot setback along the western property line abutting property designated as Detached Frontage, it does not meet the required 50-foot setback in the CCFBC. This proposed expansion will be 54 feet in height, which is the same height as the existing structure.*

*The CCPUD Site Plan designates the west and north side setback areas as Open Space and places limitations on these areas in the CCPUD Narrative to prohibit any structures or programming in the space. The Open Space provides a buffer between the hotel structure and*

existing residential properties to the north and west while allowing access for maintenance purposes to the rear of the proposed addition and Open Space area.

The proposed height of the expansion is a continuation of the existing building, but it does not meet the 50-foot rear setback requirements of CCFBC Urban Residential Frontage, the proposed addition is **inconsistent** with the area regulations. (Also noted in the Height Regulations section below.)

## Height Regulations

- The proposed expansion will maintain the current four-story height of the existing hotel.

The CCFBC Building Height Map limits the height on the west side of S. University Boulevard to three stories. The properties to the north and east of the proposed hotel expansion are designated CCFBC, Urban Residential, which allow a maximum of three-stories. The residential properties to the west are designated CCFBC, Detached Frontage, and are limited to a maximum of two stories. The proposed four-story building is **inconsistent** with the height regulations of the CCFBC.

## Open Space

- The CCPUD Narrative proposes 15% of Open Space along the north and west sides of the addition. The CCPUD Narrative states that a minimum of 15% will be maintained for the entire development. The CCFBC requires one tree per 800 square feet of Open Space. The CCPUD Site Development Plan proposes trees along the west property line adjacent to the west perimeter.

The proposed Open Space is **consistent** with the Open Space regulations of the CCFBC.

## Landscaping

- The existing perimeter fence is proposed to be extended along the west property line and north property line of 534 S. University Boulevard. Proposed landscaping will be placed adjacent to the proposed perimeter fence. Locations and types of trees and shrubs to be finalized at the time of building permit in conjunction with City staff.

The CCPUD proposes to install landscaping in the form of trees adjacent to the proposed perimeter fence along the west property line. Landscaping is to be coordinated with the City's Forester. CCFBC requires street trees in front of the proposed addition along University Boulevard. Due to the planned front patio area, the CCPUD Site Plan proposes large potted holly trees instead of street trees. This will continue the landscaping found currently at the front of the existing hotel. The proposed landscaping is **inconsistent** with the CCFBC regulations, as the applicant is proposing alternative landscaping that does not meet those regulations. However, the proposed patio area is a continuation of the existing development and meets the AIM Core Neighborhood goal of encouraging the activation of the street space.

## Traffic Access, Circulation, Parking, and Sidewalks

- Traffic circulation and access to the Property shall be allowed in the manner shown on the attached Site Development Plan. No additional curb cuts beyond the existing access to University Boulevard are proposed. No changes are proposed to the existing parking lots or internal walkways found at 542 S. University Boulevard.

- A traffic impact report was submitted by the applicant which states no traffic related issues are anticipated with the development of the proposed hotel expansion.
- A five-foot sidewalk will be added where there is currently driveway access to 534 S. University Boulevard.
- No new parking areas are planned for the 534 S. University Boulevard.

*This property is in the CCFBC District which does not typically permit curb cuts along street frontages. No additional vehicle access points are proposed for the site beyond the existing access off S. University Boulevard at the main entrance of the NOUN Hotel. An internal walkway along the north side of the existing hotel leading from Park Drive to S. University Boulevard will be maintained and an extension of the existing five-foot sidewalk along S. University Boulevard is proposed. For this reason, the proposed site plan is **consistent** with the surrounding area's traffic access, circulation, parking, and sidewalk standards.*

*The proposed development is **consistent** with the City's traffic access, parking, and sidewalks, regulations.*

### **Lighting**

- All exterior lighting shall be installed in accordance with the applicable regulations of Section 36-549, Commercial Outdoor Lighting Standards, as amended from time to time.

*Lighting within the development will be **consistent** with applicable City regulations.*

### **Signage**

- No signage is proposed for the addition's exterior elevations. However, the CCPUD Narrative has been amended to allow temporary sidewalk easel signs in the dooryard area in front of the addition. Any additional signage for the development will be constructed in accordance with the Center City Form Based Code, as outlined in Exhibit D of the CCPUD Narrative.

*The proposed development will be **consistent** with the regulations under CCFBC Sign standards.*

### **Screening**

- Perimeter fencing is proposed by the CCPUD Narrative along the north and west property lines. The CCPUD Site Plan proposes an eight-foot masonry perimeter fence on the west property line and an eight-foot wood fence on the north property line.

*The CCFBC regulations require a four- to six-foot garden wall along property lines that abut Detached Frontage. The property to the west is designated Detached Frontage and the property to the north is Urban Residential Frontage. The applicant proposes an eight-foot masonry wall on the west property line and an eight-foot wood fence on the north property line. The proposed screening meets and exceeds the CCFBC requirements and is therefore **consistent** with the regulations.*

## **COMPREHENSIVE PLAN CONSIDERATIONS**

### **Character Area Policies**

#### **General Policies**

## Non-Residential Policies

- New non-residential development should use high quality building materials such as glass, brick, stone, wood or cementitious siding.
- Require that loading areas be located to the rear and sides of buildings and screened from view.
- Ensure that all sides of a parking garage that are visible from public view are architecturally consistent with the buildings it serves.
- Buildings in a corporate campus should have an internal pedestrian network between buildings.

*The proposed addition will utilize brick and façade designs found on the existing hotel, as shown in Exhibit B, Exterior Renderings. Loading areas are to the rear of the existing hotel and no new loading area is proposed for the addition. The existing parking lots located south and west of the NOUN Hotel provide parking spaces, as noted on the Site Plan, and are screened with existing landscaping. Any additional parking needed for the addition will be provided via a lease with the property owner to the south of hotel. The existing internal walkways allow pedestrians to access the surrounding commercial and residential areas. The proposed development is **consistent** with the Character Area General Non-Residential Policies because it promotes a commercial building with a design and use that is desired in the Core Area.*

## Core Neighborhood Areas Policies

- Continue to maintain and improve public facilities and infrastructure that supports infill development and reinvestment.
- Residential development should reinforce the Core through a combination of rehabilitation in the downtown area and compatible new infill development targeted to a broad range of income levels, including multi-unit townhomes, apartments, lofts, and condominiums.
- Focus mobility infrastructure on pedestrian comfort, safety, and convenience where there are smaller lots and greater proximity to a range of services.
- Ensure that redevelopment and infill developments:
  - Address the impacts of parking and access:
    - Off-street parking should be screened from public right-of-way, and placed in the rear of the lot for all development.
    - For residential development, access to garages and parking pads are encouraged from a rear loaded alley.
    - Alternative modes of transportation, including walking, rolling, biking, and public transit should be a priority with safe, clear connections. This includes improving sidewalks and filling gaps in the sidewalk network during development.
  - Reflects the scale and characters of surrounding properties:
    - Structures should not be significantly taller, further from the front property line, or be inconsistent with the massing of neighboring properties.
  - Reduce the impact of higher intensity uses to adjacent lower intensity uses with screening and landscaping. Native landscaping is encouraged.
  - Encourage activation of the street space along arterials with pedestrian amenities.
- Increased impervious area coverage should be mitigated using LID stormwater BMPs regardless of parcel size or existing impervious area coverage.

- New architecture should be compatible with existing neighborhoods. Modern, contemporary architecture should be limited but can be accommodated as long as scale transitions and architectural elements achieve continuity.

*The proposed expansion exceeds the height of the single-family residential properties located to the west. While the setback, landscaping, and fencing along the western property line do not fully eliminate the apparent height difference between the residences and the hotel addition, these elements are intended to help mitigate the transition in scale while providing a high-quality commercial structure within the Core Area. Internal walkways connect to the public sidewalk system, offering safe and convenient pedestrian access to Campus Corner, nearby neighborhoods, and the University of Oklahoma campus. Outdoor seating, including chairs and tables, is proposed in front of the hotel addition, further supporting an active streetscape along the NOUN Hotel frontage. Overall, the proposed development is largely **consistent** with the Core Neighborhood Character Area policies.*

## Land Use Development Policies

### Urban High Policies

- Highly compact, walkable pattern of urban development prioritizing alternative means of transportation. Low to no building spacing and separation of uses. This area is intended to create opportunities for economic activities, attracting a city-wide audience, and place residents closer to services and jobs.
- High-intensity areas strive for more residential than non-residential uses with frequent master-planned mixed-use development nodes. Non-residential uses may be more common in UH than in UM or UL due to higher concentrations of population.
- Gross densities in any single development should be greater than 12 units per acre.

*The proposed development consists of a four-story addition to the existing hotel to accommodate an office, ballroom/meeting space and 48 additional guest rooms. While the development does not provide residential housing, the hotel expansion will increase economic growth in Core Norman by providing accommodations for visitors to Norman. For these reasons, the development is **consistent** with the Urban High Land Use policy.*

### Building Types

- Medium and Small-scale 3- to 5-story buildings are common. Within existing developed areas, buildings may go up to 2-stories higher than surrounding properties.
- Multi-unit structures are the priority, but a variety of housing types from townhomes to apartments are expected.
- Mixed-use buildings including retail, work-spaces, and residences are most common.
- Public and private spaces (i.e. balconies, recreational roof decks, outdoor dining, etc.) are clearly defined and cultivate a sense of place.
- New developments that are single-use developments or predominantly single-unit or garden apartments are not appropriate.

*The proposed development features a four-story building, while surrounding properties are one-story and two-story structures. The Urban High Character Area allows for structures to be two-stories higher than surrounding properties. The hotel expansion also offers a clearly defined outdoor seating area along the front of the building facing S. University Boulevard, thereby*

creating a public space. For these reasons, the proposed development is **consistent** with the Urban High Land Use policy for Building Types.

### Site Design

- The scale and layout of the built environment are conducive to walking. Trails and pathways are integrated throughout developments to connect to parks, neighborhoods, and community destinations.
- Multi-unit developments without connections to neighboring properties and uses weakens the development pattern and should be limited or avoided altogether.
- Street trees should form a continuous urban canopy over public areas and rights-of-way.
- Stormwater to be addressed at the project level, but designed as part of a larger neighborhood or sub-basin system.
- Site layout should take every opportunity to maximize the public infrastructure available in this area.

*A public sidewalk is present along a portion of the property line in front of the proposed addition. This existing sidewalk will be extended to meet the adjacent sidewalk to the north and south. A walking path that leads from Park Drive to S. University Boulevard along the north edge of the existing hotel will be maintained with the development of the proposed addition.*

*The applicant proposes hardscaping for a patio area with potted holly trees in lieu of street trees along S. University Boulevard; this would match the landscaping of the existing hotel building. As a continuation of the existing development, the proposed patio area in front of the addition would require a separate request to the City Council to utilize the right-of-way in this manner.*

*The CCPUD Narrative proposes 78% of impervious coverage. The CCFBC allows up to 85% impervious coverage if engineered solutions are proposed to mitigate the effects of the increase in coverage, as is proposed in this case. The applicant proposes low-impact development techniques to mitigate stormwater, including the installation of raingarden at the rear yard of the addition to the hotel. This raingarden will retain stormwater before releasing to existing drainage inlet located near the rear of the existing hotel structure. For these reasons, the development is **consistent** with the Urban High Land Use policies.*

### Transportation

- This area features a relatively dense grid of streets and sidewalks. A full street hierarchy provides a variety of connections and route choices to people moving to, through, and within the area. Parking is a secondary use and should be as small as possible due to character and value of land in the area. Most of these areas have, or will have, easy access to public transportation (less than one half-mile walk of a stop). Improving access for pedestrians and bicyclists will continue to be a priority, including modernizing multi-modal infrastructure.

*The development site is located less than half a mile from the University of Oklahoma's campus bus hub located on Asp Avenue, east of the South Oval. Additionally, there are two Embark bus stops near the hotel's entrance on S. University Boulevard. Bicycle racks are currently located on the south side of the hotel, further supporting multimodal transportation. For these reasons, the development is **consistent** with the Urban High Land Use policy.*

## Utility Access

- A full range of utilities should be available. If services are not already in place, they must be extended by the developer during the lot split process to be suitable for development. If development occurs adjacent to existing facilities that are determined to be insufficient to meet the demands of the proposed development, the developer must upgrade the existing facilities to enhance the capacity of the utility systems.

*The proposed development has existing water and sewer access. The development is **consistent** with Utility Access policies.*

## Public Space

- Consisting of appropriately scaled public spaces including small parks, plazas, parklets, regional trail connections, and walking paths. Pedestrian amenities should be commonly integrated into public and private projects.

*The existing development has internal walkways linked to the public sidewalk system. Additionally, the existing hotel and the expansion will offer sidewalk tables and chairs in a recessed section of the hotel addition along S. University Boulevard. This expansion of the existing NOUN Hotel development is **consistent** with the Urban High Land Use policy.*

## Neighborhood and/or Special Area Plans

*This location is **not** within a Neighborhood or Special Planning Area.*

## UTILITIES

### AIM NORMAN PLAN CONFORMANCE

*Proposed development is in accordance with AIM Water and Wastewater Utility Master Plans.*

### SOLID WASTE MANAGEMENT

*Proposed development meets requirements for City streets and provides access for solid waste services. An existing dumpster is shown on the Site Plan and is adequate for servicing the NOUN Hotel and the expansion.*

### WATER/WASTEWATER AVAILABILITY

#### Water Availability

*Adequate capacity within the water system exists to serve the proposed development. Existing water service(s), if not to be reused, must be abandoned at the water main. If existing service(s) is to be reused, it must have materials identified.*

#### Wastewater Availability

*Adequate capacity within the wastewater system exists to serve the proposed development. Existing sewer service(s), if not to be reused, must be abandoned at the sewer main.*

### DISCUSSION:

Overall, the proposed development largely aligns with the AIM Norman Land Use and Character Area objectives. This proposal will provide additional commercial activity to this area of Norman.

The CCPUD Narrative proposes amendments to allow for the expansion of the NOUN Hotel. The proposed addition will have ballroom/meeting event space, office space, and 48 additional guest rooms. The proposed expansion of the existing NOUN Hotel will continue the design elements and alignment of the NOUN Hotel structure to the new addition.

The Ordinance will apply to the area shown on the attached document, "CCPUD/Radius Map Subject Tract". The areas shown on the CCPUD Site Plan located outside the Subject Tract are not controlled by this Ordinance, O-2526-31.

**CONCLUSION:** Staff forwards this request to amend the existing CCPUD as O-2526-31 to the Planning Commission for consideration and recommendation to City Council.



## **The Noun Hotel Rezoning**

4. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-31: 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)

### **ITEMS SUBMITTED FOR THE RECORD**

1. Staff Report
2. Subject Tract
3. Location Map
3. Narrative
4. Site Plan
6. Traffic Impact Memo
7. Pre-Development Summary, 12-18-25
8. Protest Map & Letters

### **Staff Presentation**

Anais Starr, Planner II, presented The Noun Hotel application.

Commissioner Jablonski noted that the CCPUD signage section refers to the Center City Form

Based Code (CCFBC), stating in cases of ambiguity or conflict, the CCPUD exhibit shall control. He asked if there are any conflicts with the proposed signage.

Ms. Starr responded stating the existing hotel and the new structure already have approved

signage, and no additional permanent signage is proposed. The applicant is requesting temporary signage, which is currently permitted for the hotel and is being extended to an additional lot. She confirmed the proposal complies with the referenced city code.

### **Applicant Presentation**

Sean Rieger, representative of the applicant, presented the PowerPoint for The Noun Hotel

application.

Commissioner Brewer asked whether the economic impact figures presented by the applicant reflect the combined effect of the existing hotel and the proposed addition.

Mr. Rieger confirmed the figures represent the estimated impact of the existing hotel and the new addition.

Commissioner Brewer asked about the dumpster's location, noting public concerns and questioning its necessity.

Mr. Rieger explained City staff and the Sanitation department determine dumpster placement to ensure safe truck access and prevent property damage. After extensive coordination, the current location is considered the safest and most functional option.

Commissioner Brewer asked whether the dumpster was added for operational needs or at staffs request.

Gunner Joyce, the applicant's second representative, stated the dumpster was added solely to support the thrift store's operations.

### **Public Comments**

Marielle Hoefnagels, 425 Elm Ave., Norman, OK (protest)

Mark Crumpley, 423 Elm Ave., Norman, OK (protest)

Jayne Crumpley, 423 Elm Ave., Norman, OK (protest)

Mitch Baroff, 421 Park Dr., Norman, OK (protest)

Doug Gaffin, 425 Elm Ave., Norman, OK (protest)

Carol Baylor, 2424 Cypress Ave., Norman, OK (protest)

### **Planning Commission Discussion**

Commissioner Brewer asked whether the developer had considered a setback like the previous application and whether it would still allow for the required number of rooms.

Mr. Rieger invited Kara Hall, the project architect, to respond.

Ms. Hall explained given the required number of rooms for the project, moving the setback would force the building to be taller to fit them all.

Mr. Rieger added AIM Norman explicitly allows buildings in this urban high-character area to be up to two stories taller than surrounding properties. The proposal places four-story sections next to two-story structures, adhering to AIM guidance.

Commissioner Jablonski noted the adjacent property is one-story and asked if the design could do a step up from three to four stories to reduce the height near neighboring homes.

Mr. Rieger stated all options were considered, and the current design is the only way to accommodate the number of rooms required for the project's economic viability.

Commissioner Kindel asked whether alternative designs were considered, specifically placing the ballroom on the top floor with higher windowsills. She noted this could allow natural light, improve the building's appearance and limit privacy impacts on neighbors. She acknowledged larger windows would increase costs and asked if design adjustments could reduce the visual impact of a tall blank wall while maintaining building height.

Mr. Rieger explained placing the ballroom on the top floor would create logistical challenges, for moving large numbers of guests efficiently via elevators or escalators. He also noted potential noise and privacy concerns, emphasizing a rooftop ballroom with windows could negatively impact neighbors.

Commissioner Kindel clarified her suggestion for higher windowsills was primarily for aesthetic purposes, interior and exterior, rather than for improving views. She acknowledged it may not solve all concerns but viewed it as a potential design improvement where setbacks or other adjustments are not feasible.

Commissioner Brewer praised the project's stormwater plan, noting it is exceptional and unlikely to negatively impact neighbors. He commended the developers for improving the project over time and following through on commitments, which he noted is uncommon in development. Regarding building mass and height, he stated that the proposed two- to four-story scale is appropriate under AIM Norman, but recommended design strategies such as landscaping, green walls, or varied materials to soften visual impact.

Commissioner Brewer further cautioned removing windows entirely can create an imposing wall, while retaining windows may raise privacy concerns. He highlighted site buffering efforts, including planting a row of trees behind the existing eight-foot concrete wall to create a softer edge over time. Overall, he expressed support for the project while encouraging thoughtful mitigation of visual impacts.

Mr. Rieger stated a “tree wall” is planned along the back of the property, behind the existing eight-foot concrete wall, to soften the building’s edge creating a more visually appealing buffer over time.

Commissioner Jablonski asked about the expected size of the trees at maturity and their size at planting.

Mr. Rieger responded the trees will meet a two-inch caliber at planting and they have a list of suitable species, with plans to coordinate with the City Forester for recommendations.

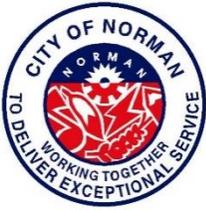
Commissioner Jablonski stated The Noun Hotel project is a positive addition to the community and a good neighbor. He acknowledged nearby residents’ concerns, noting that quieter neighborhoods naturally experience “growing pains” as higher-density development occurs, consistent with the AIM Norman Plan. He suggested softening impacts, through artistic approaches, like murals or other creative design, rather than solely physical modifications. While these measures cannot address issues like sunlight loss, they can help the building feel more integrated. He emphasized the importance of maintaining good neighborly relations, noting the hotel has consistently been a considerate presence in the area.

**Motion** made by Commissioner McKown, **Seconded** by Commissioner Brewer.  
Voting Yea: Commissioner Brewer, Commissioner McKown, Secretary Parker, Vice Chair Jablonski, Commissioner McDaniel, Commissioner Griffith, Commissioner Kindel

**Planning Commission recommended approval of O-2526-31.**

**File Attachments for Item:**

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.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 03/10/2026

**REQUESTER:** Jamie Meyer, Interim City Clerk

**PRESENTER:** Jamie Meyer, Interim City Clerk

**ITEM TITLE:** 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.

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DATE: March 3, 2026

TO: Darrel Pyle, City Manager  
Shannon Stevenson, Assistant City Manager

FROM: Mike White, Fleet Program Manager MW

SUBJECT: Continuation of Contract – NAPA Integrated Business Solutions (IBS) K-2526-152

office memorandum

**Background:**

The Fleet Services Division has utilized NAPA Integrated Business Solutions (IBS) for several years to provide on-site parts management, inventory control, and procurement support. This partnership has streamlined operations, reduced vehicle downtime, and ensured consistent availability of critical parts for the municipal fleet.

The current Integrated Supply Agreement with NAPA , K-2021-101, was procured as part of our standard procurement process, a Request for Proposal (RFP) issued to evaluate available vendors and ensure competitive pricing and service quality. After a thorough review of all submitted proposals, NAPA IBS was selected as the successful respondent and awarded the contract based on their qualifications, pricing structure, and demonstrated ability to meet the operational needs of the fleet. The current Integrated Supply Agreement’s term will end on March 23, 2026.

**Discussion:**

NAPA has since been selected as a vendor through Sourcewell’s bid process. Though the Sourcewell NAPA contract established competitive rates, NAPA has offered its customers with current Integrated Supply Agreements, including Norman, an opportunity to take advantage of the competitively-bid contract terms, while NAPA continues to offer a continuation of terms more favorable in the existing Integrated Supply Agreement.

The Fleet Services Division recommends that the City enter into this Renewed Integrated Supply Agreement with NAPA, which serve to recognize the City of Norman as a User Agency under the Sourcewell contract, while continuing under the terms of the City’s Integrated Supply Agreement. Through this process, the current contract with NAPA IBS will remain active and will continue to provide value to the City through efficient parts management and cost-effective procurement practices through March 23, 2027, with the option to renew for four (4) additional one (1) year periods so long as the Sourcewell contract is still in place.

The parties also have the option, with additional approvals on both sides, to amend the terms in the case that the Sourcewell contract is renewed with differing terms. To avoid confusion, the terms of the City’s Integrated Supply Agreement will control over the terms of any other agreement, save this Renewed Agreement. Under the Renewed Agreement, the City may terminate NAPA’s services with sixty (60) days’ prior written notice of termination.

This continuation will ensure uninterrupted support for fleet maintenance operations, prevent delays in parts availability, and allow for a seamless transition into the newly awarded contract period. No changes to the scope of work or pricing are anticipated

during this continuation period.

**Recommendation:**

It is recommended that the City Manager approve the continuation of the current NAPA Integrated Business Solutions through the Renewed Integrated Supply Agreement (which adopts and utilizes the Sourcewell contract #090624-GPC). This action will maintain operational stability within the Fleet Division and support the timely implementation of the newly awarded contract. If approved, this contract shall be renewed and continued for one year from the renewal effective date of March 23, 2026, with the option to renew for four additional one-year periods.

Reviewed By: Scott Sturtz, Director of Public Works 

3-5-26  
Date

  
Signature

APPROVED      BY:       Darrel Pyle, City Manager  
 DISAPPROVED       Shannon Stevenson, Assistant City Manager

CC:    Kim Coffman, Budget Manager  
       Clint Mercer, Chief Accountant  
       Beth Muckala, Assistant City Attorney III

**RENEWED INTEGRATED SUPPLY AGREEMENT  
BY AND BETWEEN  
GENUINE PARTS COMPANY  
AND  
CITY OF NORMAN, OKLAHOMA**

THIS RENEWED INTEGRATED SUPPLY AGREEMENT (this “Renewed Agreement”) is entered into this 23 day of March, 2026 (the “Renewal Effective Date”) by and between **GENUINE PARTS COMPANY**, a Georgia corporation (“NAPA”) and **CITY OF NORMAN, OKLAHOMA** (“CUSTOMER”).

WHEREAS, CUSTOMER and NAPA are parties to that certain Integrated Supply Agreement dated as of March 23, 2021 by and between CUSTOMER and NAPA (the “Agreement”), pursuant to which NAPA has historically provided integrated business solutions services to CUSTOMER; and

WHEREAS, on December 26, 2024, pursuant to a competitive bidding and selection process by Sourcewell (f/k/a National Joint Powers Alliance (hereinafter “Sourcewell”), Sourcewell and NAPA executed contract #090624-GPC, pursuant to which NAPA may continue to provide a source of supply for certain auto, truck and bus parts as well as to provide Integrated Business Solutions to User Agencies (the “New Sourcewell Contract”); and

WHEREAS, CUSTOMER is a current Sourcewell User Agency and desires to become a Sourcewell User Agency under the New Sourcewell Contract, and the parties agree that the New Sourcewell Contract is a vehicle by which CUSTOMER and NAPA may renew and continue the terms of the Agreement, and following NAPA and Sourcewell’s execution of the New Sourcewell Contract, the parties hereto desire to so renew and continue the term of the Agreement utilizing the New Sourcewell Contract as a vehicle to do so.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. **Defined Terms.** All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement or, if not defined in the Agreement, then the New Sourcewell Contract.

2. **Term.** The parties hereby agree that pursuant to this Renewed Agreement the terms of the Agreement, as may be modified by the New Sourcewell Contract or this Renewed Agreement hereunder, shall be renewed and continued for one (1) year from the Renewal Effective Date, with the option to renew for four (4) additional one (1) year periods by the City’s Fleet Superintendent or designee unless the New Sourcewell Contract terminates or expires at an earlier date. As the term of the New Sourcewell Contract is renewed or extended, the New Sourcewell Contract shall be incorporated automatically with any such extension without further action of the parties. Upon the award of a successive contract from Sourcewell to NAPA for substantially the same products and services, the Agreement may be again incorporated into a

subsequent renewal agreement for a period of time equal to or shorter than the period of time of the term of the successive contract from Sourcewell to NAPA for substantially the same products and services as set forth herein or upon the mutual written agreement of the parties hereto. The Agreement shall terminate automatically upon the termination, for any reason, of the New Sourcewell Contract; provided that in the event Sourcewell awards to NAPA a successive contract for substantially the same products and services, the Agreement may be extended for as long as the term of such successive Sourcewell contract. Notwithstanding the foregoing, either party may terminate the Agreement as set forth herein at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination.

3. **Conflict.** Except as hereby amended, the terms set forth in the Agreement shall remain unchanged in full force and effect, and the terms of the Agreement remain enforceable against each of the parties, shall control over the terms of the New Sourcewell Contract, and are hereby ratified and acknowledged by each of the parties. If there is any conflict between the terms and provisions of the Agreement and the terms and provisions of this Renewed Agreement, this Renewed Agreement shall control.

4. **Counterparts.** This Renewed Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument. The CUSTOMER's approval may be obtained according to those applicable processes and/or procedures set forth in its applicable Municipal Code and other regulatory documents.

5. **Additional Terms.** Notwithstanding the terms of the Agreement and the New Sourcewell Contract, any indemnity or confidentiality by City is to the extent permitted by applicable law, including the Constitution of the State of Oklahoma and the Oklahoma Open Records Act, 51 Okla. Stat. § 24A.1 *et seq.*

6. **Entire Agreement.** The Agreement, as modified by the New Sourcewell Contract and this Renewed Agreement strictly as set forth herein, shall constitute the entire agreement of the parties, and shall supersede all prior proposals, contracts and understandings between the parties concerning the subject matter of the Agreement/New Sourcewell Contract/Renewed Agreement. This Renewed Agreement, conjunction with the referenced and incorporated Agreement, shall be considered a "Participating Addendum" supplementing and modifying the New Sourcewell Contract, as set forth herein.

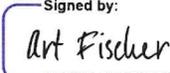
[Signatures Appear on Next Page]

City of Norman Contract K-2526-152

**IN WITNESS WHEREOF**, the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

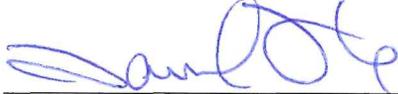
NAPA:

GENUINE PARTS COMPANY

Signed by:  
  
 By: \_\_\_\_\_  
 Name: Art Fischer  
 Title: vice president

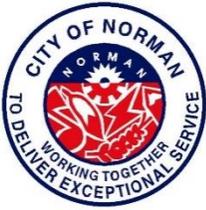
CUSTOMER:

CITY OF NORMAN, OKLAHOMA

  
 By: \_\_\_\_\_  
 Name: DARREL PYLE  
 Title: CITY MANAGER

**File Attachments for Item:**

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.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 03/10/2026

**REQUESTER:** Frederick Duke, Procurement Analyst

**PRESENTER:** Frederick Duke, Procurement Analyst

**ITEM TITLE:** 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.

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### **BACKGROUND:**

Section 12-301 of the Code of Ordinances of the City of Norman provides that "The City Council must declare surplus or obsolete any supplies, materials, or equipment where the valuation exceeds one thousand dollars (\$1,000) prior to the selling of such supplies, materials, or equipment." The Auction will be conducted by either GovDeals and/or Purple Wave. GovDeals nor Purple Wave charge a commission. The City retains 100% of proceeds. GovDeals and Purple Wave charge bidders a premium to bid. All items sold at auction are understood to be sold as is. The auction date is to be determined.

### **DISCUSSION:**

The attached list is the supplies, materials, or equipment identified as surplus or obsolete, and is therefore being prepared for sale at auction.

### **RECOMMENDATION:**

It is recommended that the attached list of supplies, materials, or equipment be declared surplus or obsolete, and approved for sale at public auction or disposal.

INVENTORY OF GOODS TO BE AUCTIONED

Department: Fleet

Approved by Fred Duke

Signature: [Signature]

Purchasing Agent: Fred Duke 2-24-2026

City Unit No.	Year	Mileage/Hrs	Detailed Description	Serial Number/VIN	Asset Tag No.	Dept/Div
813	2017	5958 HOURS	2017 FORD F250	1F17W2B79HEC34099		PW STORMWATER
470T	2005	N/A	2005 FRANK'S 16X6 TRAILER	58SAU162225C015515		PARK MAINTENANCE
113T	2012	N/A	2012 MAXEY TILT TRAILER	55DTD1621CM000097		PW STREETS
1192	2007	671 HOURS	2007 POLARIS RANGER 6X6	4XARF68A074395460		PD PATROL
436	1999	N/A	1999 GRAVELY SWEEPER	000108		PARK MAINTENANCE
370	2015	11650 HOURS	2015 PETERBILT SEWER TRUCK	1NPSHJ8X2FD250665		WRF SEWERLINE MAINT
1042	2003	586 HOURS	2003 JOHN DEERE GATOR 6X4D	W006X4D035223		PD ANIMAL CONTROL
5201	2008	136051 MILES	2008 CHEVY 2500	1GCHK24K18E140769		SANITATION COMPOST
1147	2014	153578 MILES	2014 CHEVY TAHOE	1GNLC2E00ER178932		PD PATROL
5207	2008	102656 MILES	2008 CHEVY 2500 P/U	1GCHK24K38E142751		FLEET
322	1997	N/A	1997 WYLIE TANK	3612	THIS IS THE OLD, OLD 322	FLEET
1015	2011	85092	2011 CHEVY IMPALA	2G1WF5EK9B1230488		PD CRIMINAL INV
580	2013	105167	2013 FORD F150	1FTFX1EF4DKG34933		UTILITIES INSPECTOR
1061	2008	109921	2008 FORD F250	1FTSX20518EA15228		PD PATROL
1009	2011	86778	2011 CHEVY IMPALA	2G1WF5EK3B1231412		PD CRIMINAL INV
990	2014	111057	2014 FORD F250	1F17W2B68EEB53052		PD ANIMAL CONTROL
5009	2012	134439	2012 FORD ESCAPE	1FMCU0DG9CKA50957		FIRE SUPPRESSION
MOTOR1	2019	10642	2019 HARLEY MOTORCYCLE	1HD1FMP1XKB646662		PSST PATROL
MOTOR2	2019	7725	2019 HARLEY MOTORCYCLE	1HD1FMP19K8646457		PSST PATROL

**File Attachments for Item:**

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.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 3/10/26

**REQUESTER:** Jeanne Snider

**PRESENTER:** Jeanne Snider, Assistant City Attorney

**ITEM TITLE:** 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.

### BACKGROUND:

Daniel Pierce is a Master Police Officer for Patrol Division of the Norman Police Department. He was hired on July 13, 2015, as a Police Officer and was promoted to Master Police Officer January 13, 2020.

Mr. Pierce filed claim 2024-02999 H with the Oklahoma Workers' Compensation Commission on June 3, 2024, alleging both a single and cumulative on the job injury to the Right Knee with date of awareness of July 20, 2021, and reinjury dates of July 1, 2023, and February 1, 2024, from miscellaneous causes. The claim was admitted and proceeded through the normal litigation process. A trial was held on February 18, 2026, on the issue of nature and extent of permanent disability. On February 24, 2026, the Court awarded Mr. Pierce 30 percent (\$29,700) Permanent Partial Disability (PPD) to the RIGHT LEG (KNEE) to be paid to Mr. Pierce weekly at the rate of \$360 commencing July 15, 2025, until the entire award is paid in full. It is recommended that the City comply with the Order.

### DISCUSSION:

Medical Treatment. Mr. Pierce was initially seen at the Norman Regional Healthplex emergency room and treated conservatively and directed to follow up with Norman Regional Occupational Medicine. On July 23, 2021, he was seen at Norman Regional Occupational Medicine and sent for a magnetic resonance imaging (MRI) of the Right Knee. Upon follow-up, the August 4, 2021, MRI was reviewed. Mr. Pierce was found to have an ACL tear and was referred to orthopedics. He was seen on August 16, 2021, by Dr. Moses and surgical intervention was recommended. Mr. Pierce underwent arthroscopic surgical repair on September 2, 2021, followed by postop physical therapy. He continued to follow-up with Dr. Moses and on March 7, 2022, he was released with instructions to finish the prescribed postop physical therapy and follow-up as needed.

On July 9, 2023, Mr. Pierce reinjured his Right Knee and was seen at Norman Regional Occupational Medicine on August 2, 2023. He was sent for an MRI on the following day and referred to Dr. Bond. On August 30, 2023, Mr. Pierce was seen by Dr. Bond and surgical repair was recommended. He underwent arthroscopic surgery as well as hardware removal on October 2, 2023, followed by postop physical therapy. He continued to follow-up with Dr. Bond and on January 2, 2024, he was released at MMI.

On February 6, 2024, Mr. Pierce reinjured his Right Knee and was seen at Norman Regional Occupational Medicine on February 22, 2024, where he was referred to Dr. Bond. He was then seen by Dr. Bond on March 6, 2025, and a steroid injection was performed. Mr. Pierce then underwent a MRI of the Right Knee on April 16, 2024, and no obvious tearing of his ACL or meniscus was found. Surgical intervention was not recommended, and he was release at MMI on April 24, 2024.

Mr. Pierce was then seen by Dr. Taylor on August 13, 2024, for a second opinion of the Right Knee and Biodex testing to measure muscle strength, endurance, and joint range of motion and physical therapy were ordered. He was sent for an updated MRI on November 1, 2024, which reported of findings but none were surgical in nature. Mr. Pierce continued to follow-up with Dr. Taylor and physical therapy was ordered. Due to increased pain, he was sent for an updated MRI of the Right Knee on July 7, 2025. He followed up with Dr. Taylor on July 15, 2025, and was released at MMI.

Issues for Trial. The issue tried on February 18, 2026, before the Oklahoma Workers' Compensation Commission was nature and extent of permanent partial disability benefits to the Right Leg (Knee). Permanent partial disability is a factual determination made by the Workers' Compensation Commission Trial Judge based on doctors' opinions and medical records regarding the extent of permanent partial impairment.

Evaluations. On September 25, 2025, Mr. Pierce was rated by Dr. Rosson who opined 44 percent (\$43,560) permanent partial impairment to the Right Knee and continued medical care in the form in the nature of prescription medications on an as needed bases as well as other treatment that his treating physician or further selected physicians might deem necessary, ongoing; and continued medical maintenance indefinitely for implanted medical devices/prosthetic/instrumentation. The City then had Mr. Pierce evaluated by Dr. Griffith on November 24, 2025. Dr. Griffith opined 10 percent (\$9,900) impairment to the Right Leg and opined no further medical care, continuing medical maintenance, or prescription medications were needed. The City's maximum permanent partial impairment exposure would be \$43,560.

Court Award: The case was heard by the Workers' Compensation Commission on February 18, 2026. After hearing the Claimant's testimony and considering the expert medical evidence, the Court entered its Order on February 24, 2026. The Court found Mr. Pierce to have sustained a compensable work-related injury to the RIGHT LEG (KNEE) on July 20, 2021, with aggravations on or about July 1, 2023, and February 6, 2024.

The Court's findings are set out in the Order as follows:

-3.- "That as a result of said injury, claimant has sustained 30% Permanent Partial Disability to the RIGHT LEG (KNEE). At claimant's rate of compensation, this is equal to an award of

\$29,700.00, which shall be paid to claimant weekly at the rate of \$360.00 commencing July 15, 2025, until the entire award is paid in full.”

As can be noted in No. 3 of the Commission’s Order, Permanent Partial Disability (PPD) compensation is expressed in terms of “weeks” of compensation with an accompanying “weekly wage rate.” Workers’ Compensation awards are normally paid at the weekly rates over a period of time. Mr. Pierce’s weekly wage PPD rate is \$360.00. In this instance, a portion of the award has accrued.

If approved by Council, Mr. Pierce and his attorney will be paid the accrued lump sum amount and attorney’s fee plus an additional amount for processing and Council approval in the total lump sum amount of \$18,540. The balance of the award (\$10,269) which includes the Multiple Injury Trust Fund assessment deduction would then be paid in weekly payments of \$360 beginning March 17, 2026, until paid in full as set forth in the attached Payment Schedule.

-4.- “That the issue of benefits under 85A O.S. Section 50(f) for hardware maintenance is reserved for future hearing.

-5.- “Maximum attorney fees of 20% of the permanent partial disability benefits are awarded herein, pursuant to 85A O.S., §82.”

Further, in complying with the Order, the City will incur additional costs and fees as set out in Paragraph Nos. 6 through 8. Special Occupational Health and Safety Fund Tax in the amount of \$222.75, Workers’ Compensation Administration Fund in the amount of \$594.00, filing fee to the Workers’ Compensation Court in the amount of \$140.00, and filing fee to Cleveland County in the amount of \$154.14. The costs and fees total \$1,110.89, which brings the total cost of this Order to \$30,810.89. Adequate funds are available in the Order/Settlements Account (43330102-42131).

-9.- “Pursuant to 85A O.S. § 31(7), For injuries occurring on or after July 1, 2019, a Multiple Injury Trust Fund assessment in the amount of \$891.00, representing (3%) of the Claimant’s permanent partial disability award shall be deducted and paid to the Oklahoma Tax Commission by the Respondent.

#### **RECOMMENDATION:**

The issues tried on February 18, 2026, were nature and extent of permanent partial disability benefits to the RIGHT LEG (KNEE). The Court Award in this case is within the medical evidence submitted. It is not anticipated a more favorable ruling for the City could be achieved by further litigation. It is recommended that the City move forward to comply with this Order.

Acceptance of the Order would require payments as outlined above. The Order would be certified to the Cleveland County District Court to be placed on the property tax rolls for collection over the next three years in accordance with 85 O.S. § 313, 51 O.S. § 159, and 62 O.S. § 361, *et seq.* Certifying the Order to the property tax rolls would, in effect, reimburse the City’s Workers’ Compensation Fund over the next three years.

**DANIEL PIERCE**  
**CM3-2024-02999 H**  
**(R Knee)**

**PAYMENT SCHEDULE**  
**(Contingent Upon City Council Approval on 3/10/26)**

DESCRIPTION	AMOUNT
<b>PPD:</b>	
<b>Total Award (30% R Leg) – Order Filed 2/24/26</b>	<b>\$29,700.00</b>
<i>Less</i> Multiple Injury Trust Fund (3% of PPD-After 7/1/19)	<u>(\$ 891.00)</u>
Balance to be paid from Order	<b>\$28,809.00</b>
<b>Lump Sum Payment (Accrual Date 7/15/25):</b>	
Accrued <u>32</u> weeks @ \$360 (per Order)	\$11,520.00
3 Addl wks @ \$360 City Council/Finance Processing	\$ 1,080.00
Attorney’s Fee (per Order)	<u>\$ 5,940.00</u>
<b>Total Lump Sum to Claimant &amp; Attorney</b>	<b><u>\$18,540.00</u></b>
	\$28,809.00
	<u>\$18,540.00</u>
<b>Balance to be paid in weekly payments until paid</b>	<b>\$10,269.00</b>

The balance of the Order, \$10,269 will be paid in weekly payments of \$360/week until paid in full (approximately 28.5 weeks). Weekly payments will be made beginning 3/17/26.

Also, as noted, in Paragraph Nos. 6 through 8 of the Order, the City will incur additional costs, fees and filing fee in Cleveland County as follows:

DESCRIPTION	AMOUNT
Workers’ Compensation Admin Fund Tax	\$ 594.00
Special Occupational Health & Safety Fund Tax	\$ 222.75
Filing Fee (Workers’ Comp Court)	\$ 140.00
Filing Fee (Cleveland County District Court)	<u>\$ 154.14</u>
<b>Total costs &amp; fees to the City of Norman</b>	<b>\$ 1,110.89</b>

The total cost of this Order to the City would be **\$30,810.89**.

**Daniel Pierce v. City of Norman**

CM3-2024-02999H - R Knee (Leg)  
 SS# XXX-X2-4839; Atty: Biscone  
 City Council Date 3/10/26

Date of Injury: DOA 7/20/21 SI & CUM Aggr 7/1/23  
 & 2/1/24 (2/6/24 per Medical)  
 PPD Wage: \$360

Trial Date: 2/18/26 Order Date: 2/24/26  
 DOH: 7/13/15 DOR: N/A  
 MMI: 3/7/22 Moses, 1/2/24 & 4/24/24 Bond, and  
 2nd Opinion 7/1/25 Taylor

Memo  
 Resolution N/A  
 Purchase Requisitions

<b>Total Award (PPD)</b>	<b>\$ 29,700.00</b>	30 % R Leg	
<i>Less MITF Assessment (3% of PPD-After 7/1/19)</i>	<u>\$ 891.00</u>	(Knee)	
<b>Balance to be paid from Order</b>	<b>\$ 28,809.00</b>	11739	4333010242134

Per Order:  
 Commencing 7/15/25

<b>Due and Payable in a Lump sum:</b>			
32 wks accrued @ \$360 = \$	\$ 11,520.00		
3 Add'l Wks Processing @ \$360	\$ 1,080.00		
Attorney Fee	<u>\$ 5,940.00</u>		
<b>Total Lump Sum to Claimant &amp; Attorney</b>	<b>\$ 18,540.00</b>	Biscone/Pierce	4333010242131

Balance of Award	\$ 28,809.00	\$10,269 @ \$360/wk=28.5 Wks
<i>Less Lump Sum previously paid</i>	<u>\$ 18,540.00</u>	Payments Beginning 3/17/26
<b>Balance to be paid in weekly payments until paid</b>	<b>\$ 10,269.00</b>	

<u>City's Settlement Costs (953-092)</u>		Vendor	
Workers Comp. Admn. Fund (2% of PPD)	\$ 594.00	2267	4333010242133
Occupational & Health Trust Fund (0.75%)	\$ 222.75	1950	4333010242135
Filing Fee - Workers Compensation Commission	<u>\$ 140.00</u>	12122	4333010244704
	\$ 956.75	11734	
Filing Fee - Cleveland County District Court	<u>\$ 154.14</u>	434	4333010244703
<b>Total Costs &amp; Fees to the City of Norman</b>	<b>\$ 1,110.89</b>		

**Total Settlement Cost** **\$ 30,810.89**

ORDER FILED  
February 24, 2026

WORKERS'  
COMPENSATION COMMISSION

DANIEL RAY PIERCE	)	
Claimant	)	Commission File No.
	)	CM3-2024-02999H
CITY OF NORMAN	)	
Employer-Respondent	)	Claimant's Social Security
	)	Number: xxx-x2-4839
CITY OF NORMAN	)	
Insurer	)	

**ORDER AWARDING PERMANENT PARTIAL DISABILITY BENEFITS**

Hearing before Administrative Law Judge MICHAEL T EGAN on February 18, 2026, in OKLAHOMA CITY, Oklahoma.

Claimant appeared by counsel, EMILY BISCONI for JOSEPH C BISCONI II.

Respondent CITY OF NORMAN and CITY OF NORMAN appeared by counsel, BRADLEY J MCCLURE.

**I. FACTS AND STIPULATIONS**

Claimant seeks a finding of compensable work-related injury to the RIGHT LEG (KNEE) on July 20, 2021 and an award of permanent partial disability therefor. Respondent stipulates to jurisdictional issues and admits compensable work-related injury to the right leg/knee. The parties are in agreement that rates for temporary total disability and permanent partial disability can be adjudicated at \$923.53 and \$360.00, respectively, and that the accrual date for permanent partial disability is July 15, 2025.

**II. FINDINGS AND CONCLUSIONS**

The Commission, having considered the evidence and records on file, and being duly advised in the premises, FINDS AND ORDERS AS FOLLOWS:

1. That on July 20, 2021 with aggravations on or about July 1, 2023 and February 6, 2024, claimant sustained compensable work-related injury to the RIGHT LEG (KNEE).
2. That claimant's rates for temporary total disability (this order only) and permanent partial disability are adjudicated at \$923.53 and \$360.00, respectively.
3. That as a result of said injury, claimant has sustained 30% Permanent Partial Disability to the RIGHT LEG (KNEE). At claimant's rate of compensation, this is equal to an award of \$29,700.00, which shall be paid to claimant weekly at the rate of \$360.00 commencing July 15, 2025, until the entire award is paid in full.
4. That the issue of benefits under 85A O.S. Section 50(f) for hardware maintenance is reserved for future hearing.
5. Maximum attorney fees of 20% of the permanent partial disability benefits are awarded herein, pursuant to 85A O.S., §82.

- 6. That pursuant to Title 85A O.S., §118, a final award fee of one hundred forty dollars (\$140.00) is taxed as a cost in this matter, and shall be paid by respondent to the Workers' Compensation Commission if not previously paid.
- 7. Pursuant to 40 O.S., §418, the Respondent-Insurer shall pay to the Oklahoma Tax Commission the Special Occupational Health and Safety tax in the amount of \$222.75, representing three-fourths of one percent of the total workers' compensation losses ordered herein, excluding medical payments and temporary total disability compensation.
- 8. Pursuant to 85A O.S., §122(B)(2), Respondent, if OWN RISK, shall pay a workers' compensation assessment in the amount of \$594.00 to the Oklahoma Tax Commission, representing two percent (2%) of the (permanent disability benefits) herein.
- 9. Pursuant to 85A O.S. § 31(7), For injuries occurring on or after July 1, 2019, a Multiple Injury Trust Fund assessment in the amount of \$891.00, representing (3%) of the Claimant's permanent partial disability award shall be deducted and paid to the Oklahoma Tax Commission by the Respondent.

**IT IS SO ORDERED.**

DONE this 20th day of FEBRUARY, 2026.

BY ORDER OF:



MICHAEL T EGAN  
ADMINISTRATIVE LAW JUDGE

tb/EButler

A copy of this order was sent by electronic mail or registered mail on this file stamped date to:

Claimant's Attorney: JOSEPH C BISCONI II  
 105 N HUDSON AVE STE 100  
 OKLAHOMA CITY, OK 73102-4801

Respondent's Attorney: BRADLEY J MCCLURE  
 1327 N ROBINSON  
 OKLAHOMA CITY, OK 73103-4848

I do hereby certify that the above and foregoing is a true and correct copy of the original order signed by the Judge herein. Witness by my hand and the official seal of this Commission on this date.



Norma McRae  
Commission Clerk  
February 24, 2026

**File Attachments for Item:**

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)



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 03/10/2026

**REQUESTER:** Nathan Madenwald, Utilities Engineer

**PRESENTER:** Nathan Madenwald, Utilities Engineer

**ITEM TITLE:** 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)

### BACKGROUND:

On April 12, 2011, Contract K-1011-157 by and between the Norman Utilities Authority (NUA) and New Cingular Wireless PCS, L.L.C., for the construction of an underground grounding system and the partial lease of a monopole on the Water Treatment Facility Plant grounds located at 3000 East Robinson Street was approved. Amendment No. 1 was approved on January 22, 2016, and adjusted the allowable equipment and appurtenances, the required rent, and notification sections.

### DISCUSSION:

Amendment No. 2 will modify the existing agreement as follows:

1. Extends the allowed renewal terms after original agreement expiration on April 17, 2031, with four, five-year additional renewal terms (20 years total of renewal possible to 2051);
2. Modification of rent to \$3,500 per month which is a decrease from the current rent of \$3,808.04 per month but is aligned with current rental rates across the City;
3. Allowance for the NUA to charge up to \$1,000 in consultant fees for review of proposed modifications; and
4. Minor notice section modifications to current notice names and titles.

Revenue from the lease agreement will continue to be received into Rental – Water Towers (Account 319 362582).

### RECOMMENDATION:

Staff recommends the NUA approve Amendment No. 2 to Contract K-1011-157 with New Cingular Wireless PCS, L.L.C., for the partial lease of Robinson Monopole Communication Tower.

Market: AR / OK  
Cell Site Number: OK1381  
Cell Site Name: ROBINSON & 48TH  
Fixed Asset Number: 10148000

## SECOND AMENDMENT TO SITE LEASE AGREEMENT

THIS SECOND AMENDMENT TO SITE LEASE AGREEMENT (“**Amendment**”) dated as of the latter signature date below (“**Effective Date**”) is by and between Norman Utilities Authority, a public trust, having a mailing address at P.O. Box 370, Norman, OK 73070 (“**Owner**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Tenant**”).

WHEREAS, Owner and Tenant entered into a Site Lease Agreement dated April 12, 2011, and as further amended by First Amendment to Site Lease Agreement dated January 26, 2016, whereby Owner leased to Tenant a certain Site, therein described, that is a portion of the Owner's Property located at 3098 East Robinson, Suite A, Norman, OK 73069 (collectively, the “**Agreement**”); and

WHEREAS, the Term of the Agreement will expire on April 17, 2031, and the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Owner and Tenant desire to adjust the Rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Owner and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Owner and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Tenant agree as follows:

- 1. Renewal Term.** At the end of the final Renewal Term presently set forth in the Agreement (April 17, 2031), the Term will automatically renew for an additional four (4) separate consecutive periods of five (5) years each (each being defined as a “Renewal Term”) upon the same terms and conditions of the Agreement, unless Tenant notifies Owner in writing of Tenant's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the existing Renewal Term.
- 2. Modification of Rent.** Commencing on February 1, 2026, the current Rent payable under the Agreement shall be Three Thousand Five Hundred and No/100 Dollars (\$3,500.00) per month, and shall continue during the Term, subject to adjustment, if any, as provided below. In the event

of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount.

3. **Future Rent Increase / Monthly Payments.** The Agreement is amended to provide that commencing on April 18, 2026, Rent shall increase by three percent (3%) over the Rent paid during the previous year and every year thereafter.

4. **Future Modifications and Tenant Payment for Technical Consultant Reviews.** When Tenant requests modifications to Tenant's Facilities at the Owner's Property, the Owner may utilize a third-party consultant to verify that the proposed modifications won't negatively impact the Owner's Property and that the proposed modifications are generally compliant with good industry practices. Upon request for the modifications by the Tenant, the Owner may present the Tenant with the actual cost, not to exceed \$1,000 for the review of the modifications by a third-party consultant for which the Tenant will be responsible for payment prior to the Owner's review of the modifications. The cost for third-party review, once paid, will not be refunded should the Tenant determine to not install the proposed modifications.

5. **Acknowledgement.** Owner acknowledges that: 1) this Amendment is entered into of the Owner's free will and volition; 2) Owner has read and understands this Amendment and the underlying Agreement and, prior to execution of this Amendment, was free to consult with counsel of its choosing regarding Owner's decision to enter into this Amendment and to have counsel review the terms and conditions of this Amendment; 3) Owner has been advised and is informed that should Owner not enter into this Amendment, the underlying Agreement between Owner and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

6. **Notices.** Section 6 of the Agreement is hereby deleted in its entirety and replaced with the following:

**NOTICES.** All notices, requests, payments of rent, demands, and other communications required or permitted hereunder shall be given as follows:

For Notices of Default to Tenant:

- a) To Tenant's Lease Administration Department at [NoticeIntake@att.com](mailto:NoticeIntake@att.com); and
- b) To Tenant's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

New Cingular Wireless PCS, LLC  
Attn.: Legal Dept – Network Operations  
Re: Cell Site #: OK1381; Cell Site Name: ROBINSON & 48TH (OK)  
Fixed Asset #: 10148000  
208 Akard Street  
Dallas, TX 75202-4206

For Notices of Default to Owner:

- a) To Owner at [nathan.madenwald@normanok.gov](mailto:nathan.madenwald@normanok.gov); and
- b) To Owner's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

Norman Utilities Authority  
PO Box 370  
Norman, OK 73070

All other Notices will be sent:

- a) To Tenant's Lease Administration Department at [NoticeIntake@att.com](mailto:NoticeIntake@att.com); and
- b) To Owner at [nathan.madenwald@normanok.gov](mailto:nathan.madenwald@normanok.gov)

Notices by email will be effective on the first calendar day after it was sent unless the sender receives an automated message that the email has not been delivered. Electronic mail shall be sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received. All other Notices shall be effective when received unless returned undelivered. Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

7. **Charges.** All additional charges payable under the Agreement, such as utilities and taxes, shall be billed by Owner within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Owner, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Owner. The provisions of this subsection shall survive the termination or expiration of the Agreement.

8. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement, and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

9. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the latter signature date below.

**TENANT:**  
New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: Signed by: Tim Matthews  
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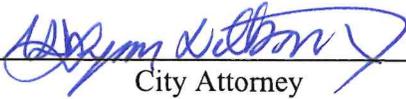
Print Name: Tim Matthews

Its: Associate Director

Date: 2/9/2026

**OWNER:**  
Norman Utilities Authority

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

  
City Attorney

APPROVED by the Trustees of the Norman Utilities Authority this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST

By: \_\_\_\_\_

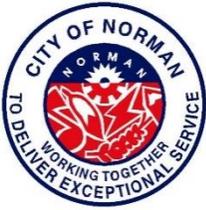
\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

**File Attachments for Item:**

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)



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** March 10, 2025

**REQUESTER:** Ken Giannone

**PRESENTER:** Kenneth J. Giannone, PE, Capital Projects Engineer

**ITEM TITLE:** 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)

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### BACKGROUND:

The Norman Water Reclamation Facility (WRF) uses centrifuges to dewater biosolids produced by the treatment process for hauling and disposal. In 2020, Norman Utilities Authority (NUA) staff determined that the centrifuges then in service at the WRF were nearing the end of their useful lives. As a result, Norman WRF Dewatering Improvement project (WW0326) was created to evaluate the existing process and design a project to replace the existing centrifuges, and Garver, L.L.C., (Garver) was selected to furnish these services.

On December 8, 2020, Contract K-2021-50 in the amount of \$415,000 was awarded to Garver. Design was completed and project was advertised on August 31, 2023, and bids were opened on October 19, 2023. Crossland Heavy Contractors (Crossland) was deemed the lowest responsible bidder and Contract K-2324-66 in the amount of \$3,320,000.00 was awarded on November 28, 2023. The new centrifuges were delivered and installation commenced in February 2025.

### DISCUSSION:

During commissioning of the new centrifuges in the spring and summer of 2025, staff discovered that equipment upstream and downstream of the centrifuge dewatering process did not have sufficient capacity. The existing sludge pumps which feed biosolids to the centrifuges for dewatering and a segment of conveyor that transports dewatered biosolids from the centrifuges to the loading bay were both unable to meet the highest operating rates of the new equipment. Consequently, NUA requested that Garver furnish a proposal for design and construction administration services for replacement of both the sludge pumps and the segment of conveyor.

Proposed Amendment No. 1 would increase the contract by \$14,495.00 for a revised total of \$429,495.00. Funds for this amendment would come from the WRF Dewatering design account (32999911-46201 / WW0326) which has an available balance of \$82,462.75.

Garver will immediately commence this additional design work upon approval and documents should be submitted to the contractor for preparation of a cost proposal and negotiation of a construction change order within 30 days. Upon approval of the change order, equipment will be ordered, and, after an estimated six (6) month fabrication period, equipment should be delivered, installed, tested, and commissioned during the Fall of 2026.

**RECOMMENDATION:**

Staff recommends Norman Utilities Authority approve Amendment one to Contract K-2021-50 by and between Norman Utilities Authority and Garver,L.L.C., increasing the contract by \$14,495 for a revised contract total of \$429,495 for Norman WRF Dewatering Improvements (Project WW0326).

**AMENDMENT NO. 1  
TO CONTRACT K-2021-50  
FOR  
ENGINEERING SERVICES**

This Amendment No. 1 (AMENDMENT) dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025 is made a part of Contract K-2021-50 (AGREEMENT) dated December 10, 2020, between the Norman Utilities Authority (OWNER) and Garver, LLC (GARVER) for professional engineering services.

1. The Scope of Services of GARVER of said Agreement are amended and supplemented as described in Attachment A, attached hereto and incorporated by reference herein.
2. The method of payment for services rendered by GARVER shall be set forth in Attachment B, attached hereto and incorporated by reference herein.

Acceptance of the terms of this AMENDMENT is acknowledged by the following authorized signatures of the parties to the AGREEMENT. All other particulars in the original AGREEMENT, and not specifically referenced in this AMENDMENT remain in effect and unchanged.

IN WITNESS WHEREOF, OWNER and GARVER have executed this AMENDMENT.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

**Garver, LLC - GARVER**

By: Mary E. Mach  
 Title: Vice President

ATTEST

[Signature]  
Project Manager

**Norman Utilities Authority- OWNER**

APPROVED as to form and legality this 9th day of March, 2025.

[Signature]  
 City Attorney

APPROVED by the Trustees of the Norman Utilities Authority this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST

By: \_\_\_\_\_  
 Title: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

## ATTACHMENT A

### SCOPE OF SERVICES

The following language is added to Attachment B of the Agreement:

- 2.0 – Final Design: Garver will redesign a new conveyor system after previously designing a conveyor system that reused existing equipment through 100% and bidding. The design will include upsizing the existing elevated horizontal conveyor and centrifuge feed pump to fit in existing pump footprint and handle the capacity of the new dewatering equipment.
  - Final Design will include up to six (6) construction plans and two (2) technical specifications.
  - Opinion of Probable Construction Cost (OPCC) (AACE Class 2: +15% to -5%)
  - Garver will conduct a hybrid Final Design Workshop with up to three (3) Garver Staff to review final design with Owner where meetings minutes will be taken and comments will be collected. Garver will review, consider, and incorporate upon agreement one (1) round of Owner Comments a final version of the final construction documents.
  - Garver will furnish one (1) electronic will submit construction documents to Owner.
- 4.1 – Construction Administration:
  - 4.1.3 Evaluate, respond, and approve up to four (4) construction material submittals and shop drawings.
- 5.0 – As-Built Services and O&M Manual Update
  - Additional redlines for as-builts and update O&M manual for elevated horizontal conveyor and centrifuge feed pump.

The following language is to be replaced in Attachment B of the Agreement:

- 6.0 – Construction Observation Services

In addition to services listed in Task 4.0, part-time construction observation is included. Construction observation services will supplement construction administration and provide or accomplish the following:

- Provide part-time construction observation services for the construction contract performance time. The proposed fee is based on a maximum of 200 hours of inspection during the construction contract performance time.
- Consult with and advise the Owner during the construction period.
- Maintain a working knowledge of the construction progress.
- Coordinate potential plan changes to the original construction documents.

In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

**ATTACHMENT B**

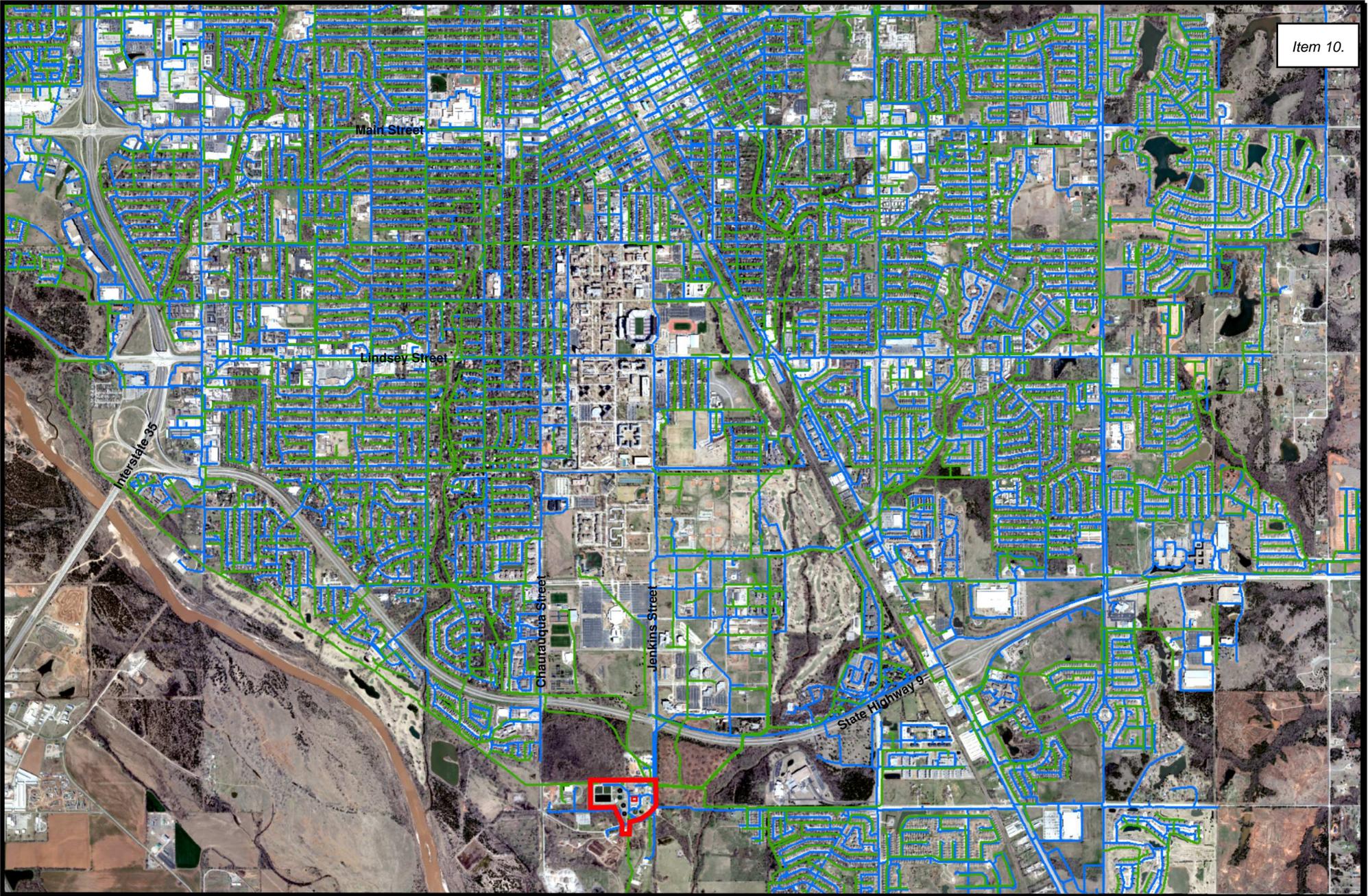
COMPENSATION

The following language will replace Attachment C of the Agreement:

The OWNER will compensate GARVER on a lump sum and hourly, not to exceed (NTE) basis for the SERVICES rendered. The lump sum fee and hourly NTE is broken down below by task as defined in the Scope of Services:

Activity	Task Description	Original Amount	Increase (Decrease)	Revised Amount
1	Preliminary Engineering	\$99,000		\$99,000
2	Final Design	\$132,000	\$31,805	\$163,805
3	Bidding Services	\$33,000		\$33,000
4	Construction Phase Services	\$49,500	\$10,936	\$60,436
5	As-Built Services and O&M Manual Update	\$16,500	\$1,754	\$18,254
	<b>Lump Sum Subtotal</b>	<b>\$330,000</b>	<b>\$44,495</b>	<b>\$374,495</b>
6	Construction Observation Services	\$60,000	(\$30,000)	\$30,000
7	Application Engineering	\$25,000		\$25,000
	<b>Hourly NTE Subtotal</b>	<b>\$85,000</b>		<b>\$55,000</b>
<b>Total</b>	<b>Project Total</b>	<b>\$415,000</b>	<b>\$14,495</b>	<b>\$429,495</b>

GARVER may submit interim statements, not to exceed one per month, for partial payment for SERVICES rendered. The statements to OWNER will be by task for the percentage of work actually completed. The OWNER shall make interim payments within 30 calendar days in response to GARVER’s interim statements.



# WW0326 - Norman WRF Dewatering Improvements



Map Produced by the City of Norman  
Geographic Information System.

The City of Norman assumes no  
responsibility for errors or omissions  
in the information presented.

0 1,500 3,000 feet

February 23, 2026

— Existing Water Lines

— Existing Gravity Sewer

 Footprint of Norman WRF  
(Project Location)



**File Attachments for Item:**

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)



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 3/10/2026

**REQUESTER:** Peter Wolbach, Staff Engineer

**PRESENTER:** Peter Wolbach, Staff Engineer

**ITEM TITLE:** 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)

### BACKGROUND:

The Compost Facility Scale House project (SA0019) will modify the existing City compost facility layout located at Bratcher Minor Road west of Jenkins. This project will facilitate a more efficient operation for the public. The project will install a scale used for weighing large loads of compost, construct a concrete block building for staff to operate out of in coordinating with customers, and will complete other various site improvements. This building will also replace the prefabricated building located at the site.

On May 11, 2021, the Norman Municipal Authority approved Contract K-2021-114 with Tricore Group, LLC for design of the project in the amount of \$30,500. With conversion of the design from a modular building to a concrete structure, Amendment No. 1 was approved on April 12, 2022, in the amount of \$8,500.

On May 27, 2025, Contract K-2425-85 was awarded to WL McNatt & Company for construction of the Compost Facility Scale House project. With the contract award, Change Order No. 1 was also approved to remove and modify the scope of work to better align with the project budget.

### DISCUSSION:

Proposed Change Order No. 2 will modify structural components of the design. The project included structural evaluation by an engineer for the contractor which resulted in design modifications to align with building code requirements.

Funding for Change Order No. 2 will be from the Compost Facility Scale House Construction account (33999975-46101; Project SA0019) which has an available balance of \$88,190.53.

Work on this project will restart immediately with the project completion in Summer 2026.

**RECOMMENDATION:**

Staff recommends the NMA approve Change Order No. 2 to Contract K-2425-86 with WL McNatt & Company increasing the contract by \$69,739.12 for a revised contract amount of \$1,189,145.12 for the Compost Facility Scale House Project.

NORMAN MUNICIPAL AUTHORITY  
 CITY OF NORMAN  
 CLEVELAND COUNTY, OKLAHOMA

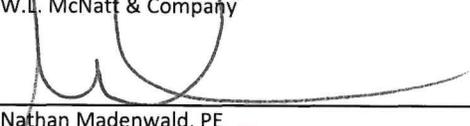
DATE: March 10, 2025  
 CHANGE ORDER NO.: Two (2)  
 CONTRACT NO.: Contract K-2425-85  
 PROJECT: SA0019 - Compost Facility Scale House  
 CONTRACTOR: W.L. McNatt & Company  
2000 E. Britton Road, Oklahoma City, OK 73131

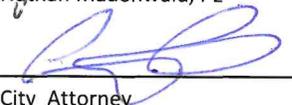
	<u>Contract Time</u>	<u>Contract Amount</u>	
ORIGINAL:	180 calendar days	\$1,787,506.00	
PREVIOUS CHANGE ORDERS:	0 calendar days	-\$668,100.00	-37.38%
THIS CHANGE ORDER:	71 calendar days	\$69,739.12	3.90%
REVISED AMOUNT:	251 calendar days	\$1,189,145.12	-33.47%
ORIGINAL START DATE:	December 29, 2025		
ORIGINAL COMPLETION DATE:	June 27, 2026		
PREVIOUS COMPLETION DATE:	June 27, 2026		
NEW COMPLETION DATE:	September 6, 2026		

<u>DESCRIPTION:</u>	<u>Increase / Decrease (\$)</u>
CO 2.1 - Lump sum for additional structural framing modifications and associated work as detailed in the attached Contractor's Change Order Request (COR), including all labor, materials, equipment, and incidentals necessary to complete the revised scope and an additional 71 calendar days required for completion of the work.	\$69,739.12
<b>TOTAL for Change Order No. 2 =</b>	<b>\$69,739.12</b>

W. L. McNatt & Company agrees to complete the work as amended and modified by Change Order No. 2 as described above.

CONTRACTOR: Ethan Farris  Date: 3/4/2026  
 W.L. McNatt & Company

RECOMMENDED BY ENGINEER: Nathan Madenwald, PE  Date: 3/4/26

APPROVED AS TO FORM AND LEGALITY: City Attorney  Date: 3/4/26

ACCEPTED BY NORMAN MUNICIPAL AUTHORITY: \_\_\_\_\_ Date: \_\_\_\_\_  
 Mayor/Chairman

Change Order No. 2  
 Contract K-2425-85

**Attachment 1**

**CHANGE ORDER ITEMS:**

<u>Description</u>	<u>Units</u>	<u>Original Contract Quantity</u>	<u>Unit Price</u>	<u>Original Contract Amount</u>	<u>Proposed Qty Increase/Decrease</u>	<u>Cost Increase/Decrease</u>	<u>Percent Change</u>	
CO 2.1 - Lump sum for additional structural framing modifications and associated work as detailed in the attached Contractor's Change Order Request (COR), including all labor, materials, equipment, and incidentals necessary to complete the revised scope.	LS	N/A	\$69,739.12	N/A	\$69,739.12	\$69,739.12	3.90%	
Net Total for Change Order No. 2 =							\$69,739.12	3.90%

<b>Original Contract Amount</b>	<b>\$1,787,506.00</b>
Change Order No. 1	-\$668,100.00
Change Order No. 2	\$69,739.12
<b>Revised Contract Amount</b>	<b>\$1,189,145.12</b>
	-33.47%



# W.L. McNatt & Co.

GENERAL CONTRACTOR

EST. 1973

<b>Project Name:</b> Norman Compost Scale House	<b>Change Order Request (COR):</b> 1r
<b>WLM Project Number:</b> 1037	<b>Date:</b> 3/2/2026
<b>General Description:</b> Structural Engineering and Steel	

### Scope of Work:

RFI #2 requested information about the structural plans and the way to properly design and install the structural members of the building. This price includes stamped structural engineered drawings for the roof structure on the building. Includes (4) structural columns, and (2) structural beams to be installed. Includes the increase in structural stud rafters on the building and the added work to frame out the beams at the soffit level. Includes the time for 56 days of downtime from the time the concrete slab was poured and metal framing could have commenced, to the time needed to procure and install the new structural materials. Time will be adjusted if the approval process takes longer than this week.

Pricing and Added Time subject to change if not approved by: **3/9/26**

This work impacts the project completion date and the substantial completion date should be increased by the number of days requested below.

If accepted, this Change Order Request will increase the project by: **71** Day(s)

Contractor Material, Labor, Equipment			37031.40
Subcontractor Costs			21920.00
Total Cost To Be Insured			58951.40
General Insurance and Bonds			1573.41
Builders Risk Insurance on Added Cost			117.90
Overhead on Costs	10%		6064.27
Profit on Costs	5%		3032.14
		Subtotal	69739.12
<b>Total Change Order</b>	<b>ADD</b>		<b>\$ 69,739</b>



W.L. McNatt & Co.

Acceptance by an Authorized Representative

By signing or otherwise giving approval, the total cost change, change in contract time, and change in contract scope will be added to and incorporated as part of the contract documents for the above listed project. W.L. McNatt will only proceed with the work once written authorization to proceed is given.

**Subcontractors and Vendors Pricing**

Item 11.

			Subcontractor Cost
A&F Drywall			1,650.00
Wade Drew Construction			20,270.00
Subcontractor Subtotal:			21,920.00

**W.L. McNatt and Company Pricing**

	Qty	Unit	Material		Labor		Equipment	
			Unit	Cost	Unit	Cost	Unit	Cost
As-Built drawings	0	hour(s)		0.00		0.00		0.00
Estimating	0	hour(s)		0.00		0.00		0.00
Supervision/Truck	8	week(s)		0.00	2100.00	16,800.00	187.5	1,500.00
Scheduling / Coordination	0	day(s)		0.00		0.00		0.00
Pump water	0	day(s)		0.00		0.00		0.00
Clean up (Full Day)	0	day		0.00		0.00		0.00
Cleaning Misc. Material	0	sf	0.025	0.00		0.00		0.00
Dumpster (40 yd)	0	each	500	0.00		0.00		0.00
Punch List	0	day(s)		0.00		0.00		0.00
Misc. Material	0	sf	0.025	0.00		0.00		0.00
Job Trailer	2	month	400	800.00		0.00		0.00
Job Container	0	month	150	0.00		0.00		0.00
Site Cell Phone	8	week(s)	30	240.00		0.00		0.00
Temp. Toilet	8	week(s)	100	800.00		0.00		0.00
Temp. Utilities	2	month	250	500.00		0.00		0.00
Temp. Construction Fence	2	month	250	500.00		0.00		0.00
Builder's Risk Added Time	2	month					1250	2,500.00
Paint Raw Steel	1	est	500	500.00	850.00	850.00	250	250.00
Frame Beam at Soffit	1	est	2000	2,000.00	1000.00	1,000.00	1000	1,000.00
Contractor Subtotal				5,340.00		18,650.00		5,250.00
Burden on Payrolls	35%					6,527.50		
Fringes on Payrolls	12%					783.30		
Taxes on Materials				480.6				
<b>Total</b>	<b>37031.4</b>			<b>5,820.60</b>		<b>25,960.80</b>		<b>5,250.00</b>



**GENERAL CONTRACTOR**

**EST. 1973**

**Ethan Farris**

---

**From:** Ben Drew <wadedrewconstruction@gmail.com>  
**Sent:** Friday, February 13, 2026 3:00 PM  
**To:** Ethan Farris  
**Subject:** Norman compost

Here u go

6 epoxy 180  
All thread .75" A307 or 325  
200  
2 scissor 1500  
1 tele. 2000  
Fab base plates 600  
Steel material 6540  
Engineer 1650  
Labor and welding mat 7600  
TOTAL \$20,270  
using your purlin  
**BEN DREW**  
**WADE DREW CONSTRUCTION LLC**  
**405-550-8683**

**Ethan Farris**

---

**From:** Aaron Fleeheart <afleeheart@yahoo.com>  
**Sent:** Monday, February 16, 2026 9:05 AM  
**To:** Ethan Farris  
**Subject:** Norman Compost

# A&F Drywall

6827 Morgan Dr.

Blanchard, Okla. 73010      2-16-26

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W.L. McNatt

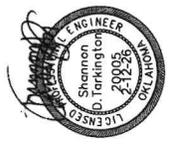
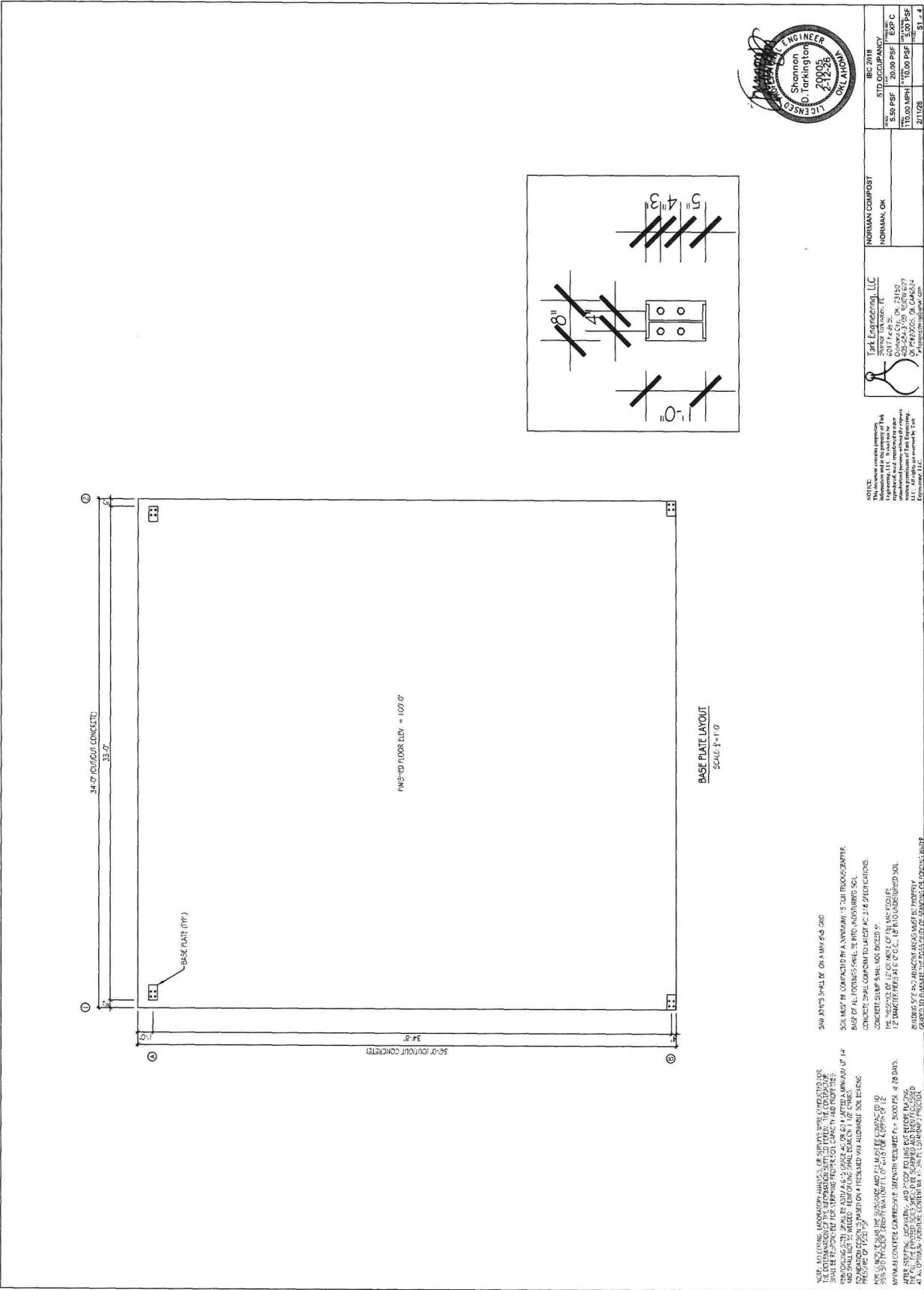
Norman Compost

Norman, Ok

Furnish and install

1. Increase studs on roof to 12 gauge material

Base Bid-----\$1,650.00



Tark Engineering, LLC 407 E. 1st St. Oklahoma City, OK 73101 Tel: 405.233.4444 Fax: 405.233.4445 www.tarkengineering.com	NORMAN COMPOST NORMAN, OK	REG. YEAR 2017	STD. OCCUPANCY 20,000 PSF	WIND SPEED 110.00 MPH	SEISMIC 3.00 PSF
		DESIGNER S.D. TARKINGTON	DATE 2/11/20	SCALE 1/8" = 1'-0"	SHEET NO. 11 OF 14

NOTES:  
 1. The licensee certifies that the design complies with the applicable provisions of the Oklahoma State Code of Regulations, Title 205, Chapter 10, and the Oklahoma State Code of Regulations, Title 205, Chapter 10, Section 10-1-1. All other provisions of the Oklahoma State Code of Regulations, Title 205, Chapter 10, Section 10-1-1, shall apply.

NOTE: NO OTHER PROVISIONS, ANALYSIS, OR SUPPORTS HAVE BEEN CONSIDERED FOR THE DETERMINATION OF THE INFORMATION SHOWN ON THIS DRAWING. THE CONTRACTOR SHALL VERIFY THE SOIL CONDITIONS AND SOIL TEST RESULTS AND SHALL NOT BE HELD RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THE CONTRACTOR SHALL VERIFY THE SOIL CONDITIONS AND SOIL TEST RESULTS AND SHALL NOT BE HELD RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THE CONTRACTOR SHALL VERIFY THE SOIL CONDITIONS AND SOIL TEST RESULTS AND SHALL NOT BE HELD RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THE CONTRACTOR SHALL VERIFY THE SOIL CONDITIONS AND SOIL TEST RESULTS AND SHALL NOT BE HELD RESPONSIBLE FOR ANY ERRORS OR OMISSIONS.







**Signatory Notarization**

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, SS:

Before me, the undersigned, a Notary Public in and for said ETMAN FARRIS  
of the W.L. MCNATT AND COMPANY, its DIRECTOR OF CM SERVICES,  
to me known to be the identical person(s) who executed the foregoing CHANGE ORDER 2  
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 this 4 day of March, 20 26.

My Commission Expires: \_\_\_\_\_



Notary Public: \_\_\_\_\_

*J. Bradford*

**File Attachments for Item:**

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)



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 03/10/2026

**REQUESTER:** Steve Guizzo, Engineering Assistant

**PRESENTER:** Scott Sturtz, Director of Public Works

**ITEM TITLE:** 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)

### **BACKGROUND:**

Beginning in FYE2008, the Community/Neighborhood Improvement Capital Project (CD0001) has been funded annually at \$100,000 to assist with small neighborhood projects primarily within the Core Area. These funds have been utilized in multiple ways to improve the infrastructure within the Core Neighborhoods addressing small, localized drainage issues, sidewalk construction, and park updates. Currently there is an available balance of \$114,221.68 within this project.

In 2023, the City of Norman Community Development Block Grant (CDBG) Program began the "Strong Neighborhoods Initiative" (SNI) to work specifically within three neighborhoods: Old Silk Stocking, First Courthouse, and Original Townsite. The SNI Program primarily focuses on neighborhood organization and aligning specific Capital Fund and CDBG-eligible activities within them. The need for this sidewalk replacement project extends beyond the designated target neighborhoods because safe pedestrian infrastructure is fundamental to mobility, accessibility, and neighborhood connectivity throughout the community.

This location was specifically brought forward by area residents, who have expressed ongoing concerns about safety, accessibility, and the difficulty of navigating this location. Although the project lies outside the currently prioritized area, the corridor serves as an important connector. Replacing these sidewalks will reduce liability, improve ADA access, and demonstrate responsiveness to residents identified needs while advancing the City's commitment to equitable infrastructure investment across all neighborhoods.

This project will:

- Provide ADA accessible routes in needed areas
- construct new sidewalk for pedestrian routes to schools

- perform sidewalk, ramp, and curb repair work in specified locations
- perform sidewalk removal and reinstallation

**DISCUSSION:**

The FYE 2026 Sidewalk Concrete Project was awarded to Arroyo's Concrete L.L.C., on July 22, 2025, in the amount of \$558,887.00. The current contract amount through Change Order Number 3 is \$810,502.14. This Change Order will add additional sidewalk repairs and installations along South Lahoma Avenue in the amount of \$73,019.00, for a new contract total of \$883,521.14, which is an increase of 9.0%, all attributable to unit price items.

As noted above, funds are available within the Community/Neighborhood Improvements Construction Project (Account No. 50593373-46101, Project CD0001).

If approved, construction of the South Lahoma Avenue project will be on going as weather permits until June 30, 2026. The construction time for this project is 99 days with a completion date of June 30, 2026.

**RECOMMENDATION NO. 1:**

City staff recommends the approval of Change Order #4 with Arroyo's Concrete LLC. in the amount of \$73,019.00 for construction of the South Lahoma Avenue Sidewalk Project.

**Signatory Notarization**

STATE OF Oklahoma, COUNTY OF Oklahoma, SS:

Before me, the undersigned, a Notary Public in and for said Veronica Arroyo of the Arroyo's Concrete LLC, its Manager, to me known to be the identical person(s) who executed the foregoing Change order summary #4 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 this 20 day of FEB, 2026.

My Commission Expires: 02/21/2027

Notary Public: Maria Fernanda Arroyo



CHANGE ORDER SUMMARY  
CITY OF NORMAN  
CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. 4

DATE: February 13, 2026

CONTRACT NO.: K-2526-1

SUBMITTED BY: Steve Guizzo

PROJECT: FYE 2026 SIDEWALK CONCRETE PROJECTS

CONTRACTOR: Arroyo's Concrete LLC.  
Address: 1233 SW 41<sup>st</sup> Street.  
City, State, Zip: Oklahoma City, OK 73109

Original Completion Date: June 30, 2026

Previous Completion Date: June 30, 2026 ORIGINAL CONTRACT AMOUNT: \$558,887.00

(Increase) this change order 0 Calendar days

New Completion Date June 30, 2026 PRESENT CONTRACT AMOUNT: \$810,502.14

DESCRIPTION	DECREASE	INCREASE
<u>See Attached "Change Order Detail"</u>	\$0.00	\$73,019.00

This change order is for the installation and modification of sidewalks along the east and west sides of S Lahoma Ave. from W Boyd St. to W Brooks St. as shown on the attachments. Funds are available in project CD0001, Account # 50593373-46101.

NET CHANGE: \$ 73,019.00

REVISED CONTRACT AMOUNT \$883,521.14

CONTRACTOR: Uerc Arroyo DATE: 2/20/2026

CITY ENGINEER: Tia M... DATE: 3/3/2026

CITY ATTORNEY: Clisabeth Chuchala DATE: 3/3/2026

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(City Manager)

CHANGE ORDER DETAIL  
CHANGE ORDER NO. 4  
City of Norman  
Cleveland Co., Oklahoma

Project Name: FYE 2026 SIDEWALK CONCRETE PROJECTS  
Design Engineer/Manager: STEVE GUIZZO

Address/Phone: 225 N WEBSTER AVE.  
NORMAN, OK 73070  
405.366.5315

Project Account Number's: CD0001 Acc# 50593373-46101

Contract No. K-2526-1

- A. Change Orders or addenda to public construction contracts of One Million Dollars (\$1,000,000.00) or less shall not exceed a fifteen percent (15%) cumulative increase in the original contract amount.
- B. Change Orders or addenda to public construction contracts of over One Million Dollars (\$1,000,000.00) shall not exceed the greater of One Hundred Fifty Thousand Dollars (\$150,000.00) or a ten percent (10%) cumulative increase in the original contract amount.
- C. Change Orders or cumulative change orders which exceed the limits of subsection A or B of this section shall require a re-advertising for bids on the incomplete portions of the contract.
- D. All change orders shall contain a unit price and total for each of the following items:
1. All materials with cost per item; and
  2. Itemization of all labor with number of hours per operation and cost per hour; and
  3. Itemization of all equipment with the type of equipment, number of each type, cost per hour for each type, and number of hours of actual operation for each type; and
  4. Itemization of insurance cost, bond cost, social security, taxes, worker's compensation, employee benefits and overhead cost; and
  5. Profit for the contractor.
- E. If a construction contract contains unit pricing, and the change order pertains to the unit price, the change order will not be subject to subsection A or B of this section.
- F. When the unit price change does not exceed Ten Thousand Dollars (\$10,000.00), the unit price change order computation may be based on an acceptable unit price basis in lieu of cost itemization as required in paragraphs 1,2,3,4 and 5 of subsection D of this section.
- G. Alternates or add items bid with the original bid and contained in the awarded contract as options of the awarding public agency shall not be construed as change orders under the provisions of the Public Competitive Bidding Act of 1974.

CHANGE ORDER (Continued)  
CHANGE ORDER NO. 4  
PROJECT NAME: FYE 2026 CONCRETE PROJECTS

**S Lahoma Ave. from W Boyd St. to W Brooks St.**

Item	Description	Unit	Unit Price	Quantity	Sub-Total
1	Unclassified Excavation Common	C.Y.	\$30.00	0	\$0.00
2	Unclassified Borrow	C.Y.	\$30.00	50	\$1,500.00
3	Solid Slab Sodding	S.Y.	\$14.00	100	\$1,400.00
4	Remove Tree 6" to 15" in Dia.	EA.	\$800.00	0	\$0.00
5	Remove Tree 16" to 24" in Dia.	EA.	\$1,200.00	0	\$0.00
6	Remove Tree 25" or more in Dia.	EA.	\$2,100.00	0	\$0.00
7	Removal of Concrete Sidewalk (4" to 6" Thick)	S.Y.	\$17.00	410	\$6,970.00
8	Removal of Concrete Pavement (6" thick)	S.Y.	\$18.00	139	\$2,502.00
9	Removal of Concrete Pavement with Reinforcing Steel (6" thick)	S.Y.	\$18.00	0	\$0.00
10	Removal of Concrete Pavement (9" Thick)	S.Y.	\$18.00	0	\$0.00
11	Removal of Asphalt Pavement (6" Thick)	S.Y.	\$18.00	0	\$0.00
12	Sawing Cutting Pavement/Sidewalk	L.F.	\$7.00	525	\$3,675.00
13	Installation of 4" Concrete Sidewalk	S.Y.	\$75.00	410	\$30,750.00
14	Install Brick Pavers with Sand Base	S.Y.	\$120.00	0	\$0.00
15	Removal of Cross Tie Retaining Wall	L.F.	\$20.00	0	\$0.00
16	Removal of Concrete Retaining Wall	L.F.	\$18.00	0	\$0.00
17	Installation of Cross Tie Retaining Wall (2' ft high)	L.F.	\$85.00	0	\$0.00
18	Installation of Concrete Retaining Wall	C.Y.	\$800.00	0	\$0.00
19	Installation of Manufactured Concrete Block Wall (ft/course laid)	L.F.	\$80.00	0	\$0.00
20	Flowable Fill	C.Y.	\$220.00	0	\$0.00
21	Installation of 6" Thick Concrete (H.E.S. 3000 PSI)	S.Y.	\$80.00	139	\$11,120.00
22	Installation of Sidewalk Ramps to Include 6" Thick and 6" Curbs	S.Y.	\$200.00	8	\$1,600.00
23	Installation of Detectable Warning Surface	S.F.	\$40.00	20	\$800.00
24	Installation of Asphalt Concrete Type B	TON	\$220.00	0	\$0.00
25	Installation of Pedestrian Concrete Slab Bridge	S.Y.	\$340.00	0	\$0.00
26	Installation of Conc. Curb (6" Barrier - Integral)	L.F.	\$12.00	0	\$0.00
27	Installation of Conc. Curb (8" Barrier - Integral)	L.F.	\$12.00	0	\$240.00

28	Adjust Valve Boxes to Grade	EA.	\$250.00	0	\$0.00
29	Adjust Water Meter or Signal Boxes to Grade	EA.	\$250.00	0	\$0.00
30	Relocate Water Meter and Box	EA.	\$3,200.00	0	\$0.00
31	1/2" Joint Dowel	EA.	\$10.00	193	\$1,930.00
32	Reinforcing Steel (Grade 60)	LBS.	\$4.00	0	\$0.00
33	Installation of 4" Pipe Underdrain	L.F.	\$36.00	0	\$0.00
34	Removal of Curb and Gutter	L.F.	\$18.00	134	\$2,412.00
35	Installation of Curb and Gutter	L.F.	\$40.00	134	\$5,360.00
36	Installation of Guardrail/Handrail Assembly	L.F.	\$250.00	0	\$0.00
37	Installation of Chain Link Fabric	S.F.	\$18.00	0	\$0.00
38	Relocation of Irrigation System Piping	L.F.	\$18.00	0	\$360.00
39	Relocation of Existing Sprinkler Head	EA.	\$50.00	0	\$200.00
40	Installation of New Sprinkler Head	EA.	\$50.00	0	\$0.00
42	Pedestrian Push Button Cross Walk Actuator and Pole	EA.	\$10,000.00	0	\$0.00
43	Cross Walk Markings Removal and Replacement	L.F.	\$10.00	0	\$0.00
44	Remove and Salvage Signage	E.A.	\$250.00	0	\$0.00
45	Installation of Salvaged Signage	E.A.	\$350.00	0	\$0.00
47	Traffic Control	L.S.	\$3,000.00	1	\$3,000.00
Sub Total					\$73,019.00
<b>Total Estimated Cost</b>					<b>\$73,019.00</b>

# Location Map: S. Lahoma Avenue - Boyd Street to Brooks St

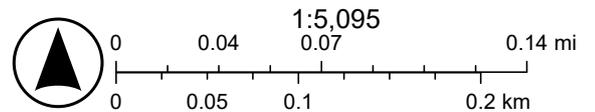
Item 12.



2/24/2026, 3:17:46 PM

AerialPhoto2025

- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3



### S Lahoma Ave. Between W Boyd St. & W Brooks St.

Item	Description	Unit	Unit Price	Quantity	Sub-Total
1	Unclassified Excavation Common	C.Y.	\$30.00	0	\$0.00
2	Unclassified Borrow	C.Y.	\$30.00	50	\$1,500.00
3	Solid Slab Sodding	S.Y.	\$14.00	100	\$1,400.00
4	Remove Tree 6" to 15" in Dia.	EA.	\$800.00	0	\$0.00
5	Remove Tree 16" to 24" in Dia.	EA.	\$1,200.00	0	\$0.00
6	Remove Tree 25" or more in Dia.	EA.	\$2,100.00	0	\$0.00
7	Removal of Concrete Sidewalk (4" to 6" Thick)	S.Y.	\$17.00	410	\$6,970.00
8	Removal of Concrete Pavement (6" thick)	S.Y.	\$18.00	139	\$2,502.00
9	Removal of Concrete Pavement with Reinforcing Steel (6" thick)	S.Y.	\$18.00	0	\$0.00
10	Removal of Concrete Pavement (9" Thick)	S.Y.	\$18.00	0	\$0.00
11	Removal of Asphalt Pavement (6" Thick)	S.Y.	\$18.00	0	\$0.00
12	Sawing Cutting Pavement/Sidewalk	L.F.	\$7.00	525	\$3,675.00
13	Installation of 4" Concrete Sidewalk	S.Y.	\$75.00	410	\$30,750.00
14	Install Brick Pavers with Sand Base	S.Y.	\$120.00	0	\$0.00
15	Removal of Cross Tie Retaining Wall	L.F.	\$20.00	0	\$0.00
16	Removal of Concrete Retaining Wall	L.F.	\$18.00	0	\$0.00
17	Installation of Cross Tie Retaining Wall (2' ft high)	L.F.	\$85.00	0	\$0.00
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19	Installation of Manufactured Concrete Block Wall (ft/course laid)	L.F.	\$80.00	0	\$0.00
20	Flowable Fill	C.Y.	\$220.00	0	\$0.00
21	Installation of 6" Thick Concrete (H.E.S. 3000 PSI)	S.Y.	\$80.00	139	\$11,120.00
22	Installation of Sidewalk Ramps to Include 6" Thick and 6" Curbs	S.Y.	\$200.00	8	\$1,600.00
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25	Installation of Pedestrian Concrete Slab Bridge	S.Y.	\$340.00	0	\$0.00
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27	Installation of Conc. Curb (8" Barrier – Integral)	L.F.	\$12.00	0	\$0.00
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29	Adjust Water Meter or Signal Boxes to Grade	EA.	\$250.00	0	\$0.00
30	Relocate Water Meter and Box	EA.	\$3,200.00	0	\$0.00
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32	Reinforcing Steel (Grade 60)	LBS.	\$4.00	0	\$0.00
33	Installation of 4" Pipe Underdrain	L.F.	\$36.00	0	\$0.00
34	Removal of Curb and Gutter	L.F.	\$18.00	134	\$2,412.00
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36	Installation of Gaurdrail/Handrail Assembly	L.F.	\$250.00	0	\$0.00
37	Installation of Chain Link Fabric	S.F.	\$18.00	0	\$0.00
38	Relocation of Irrigation System Piping	L.F.	\$18.00	0	\$0.00



**File Attachments for Item:**

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)



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 03/10/2026

**REQUESTER:** Joseph Hill, Streets Program Manager

**PRESENTER:** Scott Sturtz, Director of Public Works

**ITEM TITLE:** 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)

### BACKGROUND:

On Tuesday, April 6, 2021, Norman residents voted to approve the issuance of \$27 million in bonds to fund the resurfacing, rehabilitation and reconstruction of neighborhood streets as part of a 5-year, 5-category program. The five categories include (1) Asphalt Pavement Street Rehabilitation, (2) Urban Concrete Street Rehabilitation, (3) Urban Road Reconstruction, (4) Rural Road Rehabilitation, and (5) Preventive Maintenance. The FYE 2026 urban concrete street rehabilitation locations were bid out in two separate bid packages.

The project includes selected panel replacement in existing concrete streets. Curb replacement and ADA curb ramp improvements will be completed as necessary. The project covers approximately 1.1 miles of city streets.

Construction projects are awarded to the lowest responsible bidder. Contractor bids are determined using estimated plan quantities multiplied by the contractor's unit prices for all bid items of the contract. The total of all these costs represents the contractor's bid. During construction, each quantity is verified in the field, and the contractor is to be reimbursed based on the actual quantity of materials and/or labor used.

Council awarded the contract to Arroyo's Concrete LLC, of Oklahoma City, OK in the amount of \$1,150,517.00 at the October 14, 2025, meeting. Construction started on December 5<sup>th</sup>, 2025, and the contractor is currently working on Willow Lane.

### DISCUSSION:

On January 21<sup>st</sup>, 2026, Arroyo's Concrete LLC informed the city inspector that the subgrade on Willow Lane has excessive moisture saturating the soil and existing subgrade and needed to be

replaced with additional Type A ODOT Aggregate base, which would require additional quantities not present in the contract. Since this street is in a flat part of town, drainage is challenging and water naturally saturates the soil, which accelerates concrete panel failure. In addition to that, more panels needing replacement were identified that were not previously scoped during the formulation of the bid package. City inspector, contractor, and project engineer worked together to catalogue the additional work needed to properly repair the street.

Of the twenty-four (24) bid items associated with the original bid, seven (7) items require a quantity change. The quantity change will result in an estimated increased cost of \$106,820.00 or 9.28%. If approved, the overall contract will increase from \$1,150,517.00 to \$1,257,337.00. Please see the attached Change Order No. 1 for a complete list of proposed bid item cost increases and decreases. If approved, Change Order No. 1 will require an appropriation of funds from the Capital Fund, General Obligation Bond Balance (Account 50-29000) to the Urban Concrete Pavement FYE 2026 Locations, Bid 2 project, Construction (Account 50593393-46101; Project BP0774).

The construction time for this project remains 240 days with an estimated completion in June 2026 plus weather days.

**RECOMMENDATION NO. 1:**

Staff recommends that \$106,820.00 be appropriated from the Street Maintenance Bond Fund balance as outlined in the Staff Report.

**RECOMMENDATION NO. 2:**

Staff recommends the approval of Change Order No. 1 to contract K-2526-31 with Arroyo's Concrete LLC in the amount of \$106,820.00 for construction of the Street Maintenance Bond Program – Urban Concrete Pavement - FYE 2026 Locations, Bid 2 Project.

**Signatory Notarization**

STATE OF Oklahoma, COUNTY OF Oklahoma, SS:

Before me, the undersigned, a Notary Public in and for said Veronica Arroyo of the Arroyo's Concrete LLC, its Manager, to me known to be the identical person(s) who executed the foregoing Change Order Summary 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 this 18th day of FEB, 2026.

My Commission Expires: 02/21/2027

Notary Public: Maria Fernanda Arroyo



CHANGE ORDER SUMMARY  
CITY OF NORMAN  
CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. 1

DATE: March 10, 2026

CONTRACT NO.: K-2526-31

SUBMITTED BY: Joseph Hill

PROJECT: Urban Concrete Pavement FYE 2026 Locations, Bid 2

CONTRACTOR: Arroyo's Concrete, LLC  
1233 SW 41st St.  
Oklahoma City, OK 73109

ORIGINAL CONTRACT AMOUNT \$1,150,517.00

(Increase) this change order 0 Calendar Days

PRESENT CONTRACT AMOUNT \$1,150,517.00

DESCRIPTION	INCREASE	DECREASE
Change in Pay Quantities	\$106,820.00	-

NET CHANGE \$106,820.00

REVISED CONTRACT AMOUNT \$1,257,337.00

See Detailed Quantity Change on Page 2 of 2:

Detailed Quantity Change:

K-2526-31 Street Maintenance Bond Program - Urban Concrete Pavement FYE 2026 Locations, Bid 2 Change Order 1								
ITEM	DESCRIPTION	UNIT	QUANTITY	QUANTITY INCREASE	QUANTITY DECREASE	UNIT PRICE	COST INCREASE	COST DECREASE
3	Unclassified Excavation	CY	265	190.00		\$ 10.00	\$ 1,900.00	
4	Saw Cut Pavement Full Depth	LF	1,310	180.00		\$ 4.00	\$ 720.00	
6	Remove Integral Curb	LF	4,648	600.00		\$ 1.00	\$ 600.00	
7	Concrete Pavement Removal	SY	14,669	1,150.00		\$ 10.00	\$ 11,500.00	
8	Type A ODOT Aggregate base	TON	245	270.00		\$ 70.00	\$ 18,900.00	
9	3000 PSI Concrete for 6" pavement	SY	14,669	1,150.00		\$ 60.00	\$ 69,000.00	
20	6" Integral Curb	LF	4,668	600.00		\$ 7.00	\$ 4,200.00	
<b>TOTAL</b>							<b>\$ 106,820.00</b>	
<b>DIFFERENCE</b>							<b>\$ 106,820.00</b>	

CONTRACTOR: Deno Amigo

DATE: 02-19-26

ENGINEER: Matthew Diaz

DATE: 02/17/26

CITY ATTORNEY: Elinckta Luckela

DATE: 3/4/26

ACCEPTED BY: \_\_\_\_\_  
(Mayor)

DATE: \_\_\_\_\_

**File Attachments for Item:**

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)



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 03/10/2026

**REQUESTER:** Peter Wolbach, Utilities Staff Engineer

**PRESENTER:** Peter Wolbach, Utilities Staff Engineer

**ITEM TITLE:** 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)

### BACKGROUND:

Previous master plans and the most recent Area and Infrastructure Master (AIM) Water Master Plan recommended the completion of a southern 24-inch water loop (referred to as Segment D) to provide system reliability and resiliency. This project will complete the final section of this line by extending approximately 3,100 feet of 24-inch water line along Jenkins Avenue from Imhoff Road to Highway 9. Additionally, this project will complete the AIM Water Master Plan recommended extension along Chautauqua Avenue, consisting of approximately 1,875 feet of 12-inch inch water line from Andrea Street to Bratcher-Miner Road.

On July 17, 2025, the Norman Utilities Authority (NUA) issued Request for Qualifications (RFQ) 2526-8 to engineering firms for various water and wastewater infrastructure projects. Freese and Nichols, Inc. (FNI) was selected to provide professional engineering services for the 24-Inch Water Transmission Main from Imhoff to Highway 9 (WA0239).

### DISCUSSION:

This contract provides for FNI to perform the following services:

1. Preliminary Design Phase;
2. Final Design Phase;
3. Bid Phase Services;
4. Limited Construction Administration; and
5. Production of As-Built Record Documents.

The total fee for this work is \$273,310. Funding for this work will be from the Segment D 24-inch Phase IV Design Account (31993360-46201 / Project WA0239) which has an available balance of \$273,310.14.

**RECOMMENDATION:**

Staff recommends that NUA approve Contract K-2526-110 between the NUA 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.

AGREEMENT  
FOR  
ENGINEERING SERVICES

This AGREEMENT, between the Norman Utilities Authority (OWNER) and Freese and Nichols, Inc. (ENGINEER);

WITNESSETH

WHEREAS, OWNER intends to extend approximately 3,100 feet of 24-inch" water line along Jenkins Avenue from Imhoff Road to Highway 9 and 1,875 feet of 12inch water line along Chataqua Avenue from Andrea St to Bratcher-Miner Rd, including interconnections along Jenkins to the existing system; This PROJECT will be identified as WA0239: 24-Inch Water Transmission Main from Imhoff to Highway 9, as further described in Attachment B.

WHEREAS, OWNER requires survey, design and engineering services in connection with the PROJECT (the SERVICES); and,

WHEREAS, ENGINEER is prepared to provide said SERVICES; and.

NOW THEREFORE, in consideration of the promises contained in this AGREEMENT, OWNER and ENGINEER agree as follows:

**ARTICLE 1 - EFFECTIVE DATE**

The effective date of this AGREEMENT shall be \_\_\_\_\_.

**ARTICLE 2 - COMPLETION DATE**

ENGINEER shall complete the SERVICES in accordance with Attachment A, Project Schedule.

**ARTICLE 3 - GOVERNING LAW**

The laws of the state of Oklahoma shall govern this AGREEMENT.

**ARTICLE 4 - SERVICES TO BE PERFORMED BY ENGINEER**

ENGINEER shall perform the SERVICES described in Attachment B, Scope of Services.

**ARTICLE 5 - COMPENSATION**

OWNER shall pay ENGINEER in accordance with Attachment C, Compensation.

**ARTICLE 6 - OWNER'S RESPONSIBILITIES**

- 6.1. OWNER-Furnished Data: Upon request, OWNER will provide to ENGINEER all data in OWNER's possession relating to ENGINEER's SERVICES on the PROJECT. Such data may include electronic data available from the OWNER's Geographic Information System (GIS), data generated by OWNER's water distribution system model and existing water quality data. ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER. OWNER's data is provided for temporary use or copying by ENGINEER.
- 6.2. Access to Facilities and Property: OWNER will make its facilities accessible to ENGINEER as required for ENGINEER's performance of its SERVICES.
- 6.3. Timely Review: OWNER will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; and transmit OWNER comments or other decisions to ENGINEER in a timely manner.
- 6.4. Meetings: OWNER will participate in monthly progress meetings or other meetings with ENGINEER or contractor(s) defined in Scope of Services.

- 6.5. Advertisements, Permits, and Access: Unless otherwise agreed to in the Scope of Services, OWNER will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for ENGINEER's SERVICES or PROJECT construction.
- 6.6. Hazardous Substances: If hazardous substances in any form are encountered or suspected, ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation. ENGINEER will, if requested by OWNER, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend necessary remedial measures at an additional fee with contract terms to be negotiated.

#### **ARTICLE 7 - STANDARD OF CARE**

ENGINEER shall exercise the same degree of care skill and diligence in the performance of the SERVICES as is ordinarily possessed and exercised by a professional engineer under similar circumstances. ENGINEER shall correct the SERVICES that fail to satisfy this standard of care. No warranty, express or implied is included in this AGREEMENT or in any drawing, specifications, report or opinion produced pursuant to this AGREEMENT.

#### **ARTICLE 8 - LIABILITY AND INDEMNIFICATION**

- 8.1 General. Having considered the potential liabilities that may exist during the performance of the SERVICES, the benefits of the PROJECT, the ENGINEER's fee for the SERVICES and in consideration of the promises contained in this AGREEMENT, OWNER and ENGINEER agree to allocate and limit such liabilities in accordance with this Article.
- 8.2 Indemnification and Liability. The ENGINEER agrees to indemnify, and hold harmless the OWNER, its officers, servants, and employees, from and against legal liability for all claims, losses, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees) caused by a negligent act, error, or omission of the ENGINEER in the performance of services under this Agreement. OWNER agrees to indemnify, and hold harmless the ENGINEER, its officers, servants, and employees, from and against legal liability for all claims, losses, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees) caused by a negligent act, error, or omission of the OWNER in the performance of services under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. The ENGINEER and the OWNER each agree to promptly service notice on the other party of any claims arising hereunder, and shall cooperate in the defense of such claims. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the ENGINEER shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to OWNER at common law.
- 8.3 Employee Claims. ENGINEER shall indemnify OWNER against legal liability for damages arising out of claims by ENGINEER's employees. To the extent permitted by applicable law, OWNER shall indemnify ENGINEER against legal liability for damages arising out of claims by OWNER's employees.
- 8.4 Survival. Upon completion of all SERVICES obligations and duties provided for in this AGREEMENT or if this AGREEMENT is terminated for any reason the terms and conditions of this Article shall survive.

#### **ARTICLE 9 - INSURANCE**

During the performance of the SERVICES under this AGREEMENT ENGINEER shall maintain the following insurance:

- 9.1 Worker's compensation insurance for ENGINEER's employees as required by Oklahoma Workers Compensation Statutes.

- 9.2 Comprehensive general liability insurance with a minimum of \$1,000,000 per each occurrence and \$2,000,000 aggregate.
- 9.3 Comprehensive automobile liability insurance with a minimum of \$1,000,000 combined limit.
- 9.4 Professional Liability (errors and omissions) insurance providing a minimum policy value of \$2,000,000 aggregate.

ENGINEER shall furnish OWNER certificates of insurance that shall include a provision that such insurance shall not be canceled without at least thirty days written notice to OWNER. All PROJECT contractors shall be required to include OWNER and ENGINEER as additional insured on their General Liability Insurance policies.

ENGINEER and OWNER each shall require its insurance carriers to waive all rights of subrogation against the other and its directors, officers, partners, commissioners, officials, agents and employees for damages covered by property insurance during and after the SERVICES. A similar provision shall be incorporated into all contractual arrangements entered into by OWNER and shall protect OWNER and ENGINEER to the same extent.

#### **ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY**

ENGINEER shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with the PROJECT; (2) the failure of any contractor, subcontractor, vendor or other PROJECT participant, not under contract to ENGINEER, to fulfill contractual responsibilities to the OWNER or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates and licenses required for any construction unless such responsibilities are specifically assigned to ENGINEER in Attachment B, Scope of Services.

#### **ARTICLE 11 - OPINIONS OF COST AND SCHEDULE**

Since ENGINEER has no control over the cost of labor, materials or equipment furnished by others or over the resources provided by others to meet PROJECT schedules, ENGINEER's opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional engineer. ENGINEER does not guarantee that proposals, bids, or actual PROJECT costs will not vary from ENGINEER's cost estimates.

#### **ARTICLE 12 - REUSE OF DOCUMENTS**

Upon OWNER's request ENGINEER shall furnish OWNER with deliverables and/or other data on electronic media. All documents, including but not limited to, drawings, specifications and computer software prepared by ENGINEER pursuant to this AGREEMENT are instruments of Service in respect to the PROJECT. Said documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other PROJECT.

#### **ARTICLE 13 - TERMINATION**

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this AGREEMENT for OWNER's convenience upon written notice to ENGINEER. ENGINEER shall terminate or suspend performance of the SERVICES on a schedule acceptable to OWNER. If termination or suspension is for OWNER's convenience, OWNER shall pay ENGINEER for all the SERVICES performed to date, amount not to exceed the normal fee amount due for the SERVICES rendered and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to ENGINEER's compensation.

**ARTICLE 14 - DELAY IN PERFORMANCE**

Neither OWNER nor ENGINEER shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riot and other civil disturbances; strikes, work slowdowns and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or SERVICES required to be provided by either OWNER or ENGINEER under this AGREEMENT.

Should such circumstances occur the non-performing party shall, within a reasonable period after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

**ARTICLE 15 - COMMUNICATIONS**

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

ENGINEER: Chase Kurtz, P.E.  
Freese and Nichols, Inc.  
3600 NW 138<sup>th</sup> Street, Suite 202  
Oklahoma City, OK 73013  
405-607-7057  
[chase.kurtz@freese.com](mailto:chase.kurtz@freese.com)

OWNER: Nathan Madenwald, Utilities Engineer  
City of Norman – Utilities Department  
225 N Webster Avenue  
P.O. Box 370  
Norman OK 73069 / 73070  
405-366-5426  
[nathan.madenwald@normanok.gov](mailto:nathan.madenwald@normanok.gov)

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ENGINEER and OWNER.

**ARTICLE 16 - WAIVER**

A waiver by either OWNER or ENGINEER of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

**ARTICLE 17 - SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid Provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision, which is of the essence of this AGREEMENT, be determined void.

**ARTICLE 18 – NON-DISCRIMINATION**

In connection with the performance of work under this contract, the ENGINEER agrees as follows:

- A. The ENGINEER agrees not to discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. The ENGINEER shall take affirmative action to ensure that employees are treated without regard to their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The ENGINEER and any companies subcontracted shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City of Norman setting forth the provisions in this section.
- B. In the event of the ENGINEER's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The ENGINEER may be declared by the City Council ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the ENGINEER.
- C. The ENGINEER agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

#### **ARTICLE 19 - INTEGRATION**

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and ENGINEER. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT. This AGREEMENT, including its attachments and schedules, may only be changed by a written amendment executed by both parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

- Attachment A - Schedule
- Attachment B - Scope of Services
- Attachment C - Compensation
- Exhibit 1 – Project Location Map

#### **ARTICLE 20 - SUCCESSORS AND ASSIGNS**

OWNER and ENGINEER each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this AGREEMENT and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this AGREEMENT.

IN WITNESS WHEREOF, OWNER and ENGINEER have executed this AGREEMENT.

DATED this 18 day of February 2026.

**Freese and Nichols, Inc. - Engineer**

ATTEST

By: William C Hemdon  
Title: Principal/Vice President

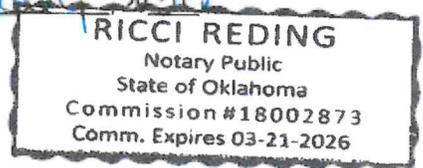
[Signature]  
VICE PRESIDENT

STATE OF Oklahoma, COUNTY OF Oklahoma SS:

Before me, the undersigned, a Notary Public in and for said William (Clay) Hemdon of the Freese and Nichols, Inc., its Principal/Vice President, to me known to be the identical person(s) who executed the foregoing Agreement for Engineering Services 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 this 18 day of February, 2026.

My Commission Expires: 03-21-2026



Notary Public: [Signature]

**Norman Utilities Authority- OWNER**

APPROVED as to form and legality this 5<sup>th</sup> day of March, 2026.

[Signature]  
City Attorney

APPROVED by the Trustees of the Norman Utilities Authority this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT A**  
**SCHEDULE**

SCHEDULE

ENGINEER shall complete and submit the Preliminary Design, including 35% Design within 120 calendar days following the receipt of Notice to Proceed from the OWNER.

ENGINEER shall complete 65% Design Services and submit plans and specifications to the OWNER within 60 calendar days following receipt of acceptance of the Preliminary Design.

ENGINEER shall complete 95% Design Services and submit and submit final plans and specifications for permitting to the OWNER within 60 calendar days following receipt of 65% comments from NUA.

ENGINEER shall provide Construction Services to the OWNER following the successful bidding and award of the PROJECT.

ENGINEER shall submit as-built drawings to the OWNER within 30 calendar days after acceptance of the construction PROJECT by the OWNER.

## ATTACHMENT B

### SCOPE OF SERVICES

Norman Utilities Authority (OWNER) is under contract with Freese and Nichols, Inc. for design and construction services for a 24-inch and 12-inch water extension along Jenkins Avenue. The project consists of approximately 3,100 linear feet of 24-inch water line and 1,875 linear feet of 12-inch water line along the corridor. Under this contract, This project will consist of the following phases of work with their associated tasks:

- Preliminary Design – 35% Alignment Exhibits and Preliminary Opinion of Probable construction cost (OPCC).
- Final Design – 65%, 95% and 100% Design Plans, Project Specifications, and OPCC for the waterline design.
- Bid Phase Services
- Construction Phase Services
- As-Built / Record Document Services

Specific tasks for each phase are described in the following sections.

#### 1. Preliminary Design Services

##### 1.1. Topographic and Easements Survey:

- 1.1.1. Surveying will be conducted by the ENGINEER, or its qualified, licensed surveyor. Survey scope of work will include the following tasks:
- 1.1.2. Utility coordination. Prior to commencing any topographic fieldwork, the surveyor will coordinate with, collect, and review available public and private utility records within the project limits. The utility coordination for the project will be completed as identified in Article 1.2 of this contract.
- 1.1.3. Right-of-Way and Property. Survey will locate and tie existing ROW, property lines and easements including type, size, volume and page, where applicable, as provided on the County Assessors GIS Map data.
- 1.1.4. Survey will horizontally and vertically pick up visible surface features; drainage features; manholes; curbs; signs; sidewalks; building locations; fences/retaining walls; trees and/or tree lines; roadways; railways; and city, county and franchise utilities (as provided by Okie 811 utility locate request) visible and marked within the project area.
- 1.1.5. Methods and precision. Survey coordinates will be reported on the NGS Oklahoma State Plane Coordinate System, South Zone, NAD83 for Horizontal and NAVD 88 Vertical. Horizontal and vertical control will be set using multiple observed RTK with averages. Survey to conform to and with the Oklahoma Minimum Standards as defined in INSTRUCTION MANUAL FOR TOPOGRAPHIC AND PLANIMETRIC MAPPING.
- 1.1.6. Surveyor will research boundaries, subdivision plats, rights-of-way (ROW) and easements of which the surveyor has knowledge, which may affect the physical boundaries of the project. Easements with volume and page numbers (as provided) will be identified and labeled in the survey submittal. Research will include public record resources, including but not limited to: county records; ODOT records; franchise utility records (gas, telephone, electric, cable and others); ownership or easement records as available; and title/abstracting reports from owner on proposed easement parent tracts.
- 1.1.7. Deliverables
  - 1.1.7.1. Survey Data will be delivered as a Civil 3D file
  - 1.1.7.2. Overall drawing with the line and right-of-way shown in AutoCAD 2000 format with control.

1.1.7.3. Submit a PDF of the survey

## 1.2. Subsurface Utility Engineering

1.2.1. A Utility Quality Level C subsurface investigation as defined in CI/ASCE 38-02 will be completed. Level C subsurface investigation will be completed using surface features identified within the project limits to approximate the location of existing utility infrastructure by provided by public and private agencies to the project as well as via Okie 811 locates provided in the field.

## 1.3. 35% Design

1.3.1. The ENGINEER will prepare, for the approval by the OWNER, drawings and specifications setting forth in detail the requirements for the construction of the Project, which shall comply with all applicable laws, statutes, ordinances, codes, and regulations. The standard of care applicable to the ENGINEER's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time of such services are performed. The ENGINEER will re-perform any service not meeting this standard of care without additional compensation.

1.3.2. The 35% design package shall consist of the following items:

1.3.2.1. Alignment exhibits in which will include the anticipated horizontal water line alignment, pipe size, trenchless locations and recommendations, interconnections to the existing system, anticipated easements, and overall site plan.

## 1.4. Opinion of Probable Construction Cost

1.4.1. ENGINEER will provide an AACE Class 4 Opinion of Probable Construction Cost (OPCC) to reflect costs associated with the anticipated Project.

## 2. FINAL DESIGN

### 2.1. Meetings

2.1.1. Upon approval of Technical Memo and the included 35% plans, the ENGINEER shall conduct one (1) design phase initiation meeting with the CITY. In this meeting, the ENGINEER will review and confirm the scope, schedule, resources, responsibilities. The ENGINEER and the CITY will clarify and define the CITY's expectations; requirements; equipment, valve, and piping preferences; and responsibilities for the Project.

2.1.2. The ENGINEER will conduct review workshops with the CITY. The review workshops shall be at the 65% and 95% design milestones. The ENGINEER shall provide the following items no later than seven (7) days prior to each review workshop: agenda, half-size (11"x17") drawings (PDF format), and specifications (PDF format).

2.1.3. The ENGINEER will conduct project team coordination meetings as requested by the OWNER.

2.1.4. The ENGINEER will conduct internal quality control (QC). OWNER may request documentation of QC activities at their discretion.

### 2.2. 65% and 95% Design

2.2.1. The ENGINEER will prepare, for the approval by the OWNER, drawings and specifications setting forth in detail the requirements for the construction of the Project, which shall comply with all applicable laws, statutes, ordinances, codes, and regulations. The standard of care applicable to the ENGINEER's

services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time of such services are performed. The ENGINEER will re-perform any service not meeting this standard of care without additional compensation.

2.2.2. The 65% design package shall consist of the following items:

2.2.2.1. General Sheets which will include a cover sheet, sheet index, project location map, quantities and pay items, construction pay item summary, general construction notes, survey coordination sheet, overall site plan, erosion control, traffic control, and details.

2.2.2.2. Plan and Profile sheets shall show the following: proposed plan/profile, pipe size, appurtenance locations, existing utilities and utility easements, and pertinent information needed to construct the project. Property lines, legal description (Lot Nos., Block Nos., and Addition Names) along with property ownership shall be provided on plan view.

2.2.2.3. ENGINEER will provide an AACE Class 3 OPCC to reflect costs associated with the anticipated Project.

2.2.2.4. The 95% design package shall consist of the following items: Updated 65% design package with updated drawings, specifications, and an updated AACE Class 2 OPCC.

2.2.3. The ENGINEER will utilize the City of Norman's Standard Specifications and Construction Drawings (City Specifications) to the maximum extent possible. Additional technical specifications will be prepared as required to supplement the City Specifications.

### **2.3. Permitting and Utility Coordination**

2.3.1. After completion of the 95% quality control review meeting and prior to the advertisement for bids, ENGINEER will provide contract documents and prepare an engineering design report and calculations to comply with ODEQ requirements to obtain a Permit to Construct. OWNER will electronically submit the application package to ODEQ for review. If necessary, incorporate modifications requested by ODEQ. The OWNER will be responsible for fees associated with the permitting process.

2.3.2. Submit plans as required to all private utility companies that may be affected by the project.

### **2.4. 100% Design**

2.4.1. ENGINEER will provide a written response to OWNER 95% comments and will modify documents incorporating required changes including, but not limited to, any ODEQ or private utility required changes. ENGINEER will provide the following sealed construction contract documents to OWNER: two (2) half-size (11"x17") drawing sets; two (2) specification sets; a Final OPCC and PDF files of the aforementioned documents.

2.4.1.1. FNI will not perform a hydraulic analysis for the project as needed by ODEQ and thus will rely upon the results of the AIM Water Master Plan approved in 2025.

## **3. BID PHASE SERVICES**

### **3.1. Pre-Bid Activities**

3.1.1. Assist the OWNER in the advertisement of the project for competitive bids.

3.1.2. Assist the OWNER in securing bids, preparing addenda, issuing notice to bidders and notifying construction news publications. The notice to bidders will be furnished to the OWNER for publication in the local news media. The cost for publications shall be paid by the OWNER. The ENGINEER will

distribute bid documents, plans and specifications for the Project to prospective bidders via CivCast. Coordinate and conduct a pre-bid conference for the project for each bid package included in Basic Services.

3.1.3. In conjunction with the OWNER, ENGINEER will issue addenda in response to questions raised during the bidding process. ENGINEER will transmit addenda to all plan holders via CivCast.

3.1.4. Provide Engineer's Estimate if different from the Final OPCC.

### **3.2. Post-Bid Activities**

3.2.1. Assist the OWNER in the opening and tabulation of bids for construction of project and recommend to the OWNER as to the proper action on all proposals received.

Assist the OWNER in coordinating the execution of the conformed contract documents. Provide conformed documents (plans and specifications) in electronic format (PDF OCR and CAD) via ftp site.

## **4. CONSTRUCTION PHASE SERVICES**

### **4.1. Pre-Construction Conference and Monthly Progress Meetings**

4.1.1. Conduct pre-construction conference and, in conjunction with the OWNER, issue clarifications in response to questions raised at the conferences. Agenda, minutes, and attendance will be completed by the ENGINEER.

4.1.2. Attend monthly progress meetings as needed with the OWNER and the PROJECT contractor. Meet with OWNER staff and/or the City Council for PROJECT discussions, coordination and presentations as required by the OWNER. Up to six (6) monthly progress meetings are anticipated.

### **4.2. Field Activities**

4.2.1. Represent the OWNER in Non-Resident construction administration of the project. In this capacity, the construction administration duties shall not place any responsibility on ENGINEER for the techniques, sequences and methods of construction or the safety precautions incident thereto, and the ENGINEER will not be responsible or liable in any degree for the Contractor's failure to perform the construction work in accordance with the Contract Documents.

### **4.3. Construction Documentation**

4.3.1. Review samples, catalog data, schedules, shop drawings, geotechnical, laboratory, shop and mill tests of material and equipment and other data which the CONTRACTOR is required to submit for conformance with the design concept of the project and compliance with the information given by the Contract Documents.

4.3.2. Interpret the intent of the plans and specification for the OWNER and CONTRACTOR, responding to Requests for Information.

4.3.3. Review testing laboratories' reports and inspection bureaus required for the testing or inspection of materials, factory testing, etc., for the project. The cost of such laboratory tests or inspection shall be paid by the OWNER. Review daily construction reports and photo for general PROJECT progress.

4.3.4. Accompany the OWNER in conducting one (1) final completion inspection of the PROJECT for conformance with the design concept of the PROJECT and general compliance with the contract documents, and review and comment on the certificate of completion and the recommendation for final

payment to the Contractor. Prepare a list of deficiencies to be corrected by the contractor before final payment is released.

4.3.5. ENGINEER will review and comment on the certificate of completion and the recommendation for monthly progress payments to the CONTRACTOR. Verification of quantities and completion of work shall be the responsibility of the OWNER. OWNER will provide a copy of the approved pay application to the ENGINEER.

4.3.6. Review and comment on the certificate of completion and the recommendation for final payment to the CONTRACTOR following final inspection of the completed Project.

4.3.7. Review, evaluate and prepare documentation related to change orders as required.

## 5. AS-BUILT RECORD DOCUMENTS

### 5.1. As-Built Record Documents

5.1.1. Revise contract drawings with reference to the Contract Document required "red line" notations and the assistance of assigned OWNER or 3rd Party Resident Representative Staff. Revised drawings shall reflect available information as to how the work was constructed. Furnish as-built record documents in PDF, CAD and GIS formats. No hardcopy will be required.

## 6. ADDITIONAL SERVICES

Additional Services are those services not included in Basic Services indicated herein that may be required for the Project but cannot be defined sufficiently to establish a Scope of Work. These include, but not necessarily limited to the following:

- a. Other services not included in Basic that are approved by the OWNER.
- b. Modification of design criteria or significant design changes following review and comment on the 35%, 65%, and 95% design document submittals.
- c. Labor and Analytical costs associated with water quality sampling, not included in Basic or Special Services.
- d. Archeological investigations
- e. Preparing applications and supporting documents for grants, loans, or planning advances for providing data for detailed applications.
- f. Providing additional copies of reports, plans, specifications, OPCC's and contract documents beyond those specifically described in Basic and Special Services.
- g. Preparing environmental impact statements, storm water discharge permits, and 404 permit applications..
- h. Performing wetland delineation.
- i. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties other than condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the OWNER.
- j. Payment of fees for permit applications and publication(s) of notices.
- k. Public relation activities and consulting services.
- l. Easement Exhibit Preparation.
  - a. Preparation of legal description and easement exhibits.
  - b. Fee of \$990.00 is based on a "per parcel" basis.
- m. Subsurface Utility Engineering (SUE) Services: Engineer will undertake subsurface utility investigations. Engineer shall provide subsurface utility engineering (SUE) services to determine conflicts with existing utilities. The SUE services shall determine the exact location and depth of the existing utility. The actual locations shall be determined after field investigation and preliminary survey services are completed. SUE services shall be Quality Level "A" in accordance with ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data).

**ATTACHMENT C  
COMPENSATION**

The OWNER will compensate ENGINEER on a lump sum basis for the SERVICES rendered. The lump sum fee is broken down below by task as defined in the Scope of Services:

<b>Activity</b>	<b>Task Description</b>	<b>Lump Sum Amount</b>
1	Preliminary Design Services, incl. Topographic Survey/Easements/SUE	\$96,863
2	Final Design Services	\$104,077
3	Bid Phase Services	\$10,794
4	Construction Phase Services	\$29,123
5	As-Built Record Documents	\$7,453
6	Additional Services Allowance	\$25,000
<b>Total</b>		<b>\$273,310</b>

The ENGINEER may submit interim statements, not to exceed one per month, for partial payment for SERVICES rendered. The statements to OWNER will be by task for the percentage of work actually completed. The OWNER shall make interim payments within 30 calendar days in response to ENGINEER's interim statements.

### EXHIBIT 1 - PROJECT LOCATION MAP



**NORMAN UTILITIES AUTHORITY**

**Verification of Non-Discrimination**

IN ACCORDANCE WITH OKLAHOMA STATUTES TITLE 21, SECTION 1289.31, THIS FORM MUST BE COMPLETED AND SUBMITTED BEFORE ANY AGREEMENT OVER \$100,000 CAN BE APPROVED BY NORMAN UTILITIES AUTHORITY.

The undersigned person, of lawful age, being duly sworn, on oath represents, warrants, and covenants to the Authority, pursuant to 21 O.S. § 1289.31, if ENGINEER has 10 or more full-time employees during the term of this Agreement, and this Agreement has a value of one hundred thousand dollars (\$100,000) or more, that ENGINEER does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

ENGINEER agrees that this verification is hereby incorporated into and made part of K-2526-110, as though fully set forth therein.

Freese and Nichols, Inc.  
(ENGINEER)

Signature William C Herndon

Name William (Clay) Herndon

Title Principal/Vice President

Date 3/5/2026

Attest:

[Signature]  
Principal/Vice President

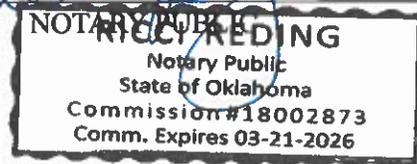
STATE OF Oklahoma

COUNTY OF Oklahoma

On this 5 day of March 2026 the above signed personally appeared before me and affirmed that they are signing this document for the purposes stated herein and that they are signing in their representative capacity, having legal authority to sign this agreement on behalf of the entity identified herein.

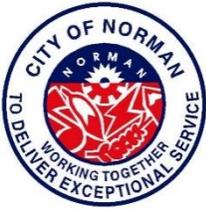
MY COMMISSION EXPIRES: 3-21-2026

MY COMMISSION NUMBER: 18002873



**File Attachments for Item:**

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)



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 03/10/2026

**REQUESTER:** Peter Wolbach, Utilities Staff Engineer

**PRESENTER:** Peter Wolbach, Utilities Staff Engineer

**ITEM TITLE:** 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)

### BACKGROUND:

Digester No. 3 at the Norman Water Reclamation Facility (WRF) is used to process biosolids generated during wastewater treatment by breaking down organic waste under controlled conditions prior to final solids handling and disposal. Among its structural elements, a deficiency was identified in the floating roof system in the form of a crack in 2024. Initial sealing options have been evaluated. However, permanent corrective action will likely require welding of the crack, which necessitates access and assessment from within the digester.

In order to properly evaluate repair options and confirm structural conditions prior to welding, staff is proposing a comprehensive condition assessment of Digester No. 3. This assessment will focus on the floating roof structure and associated internal components and will evaluate the overall condition of the digester to identify any additional repair or rehabilitation needs.

### DISCUSSION:

Contract K-2526-131 provides for Garver, L.L.C., to perform engineering services associated with the Digester No. 3 Condition Assessment, with emphasis on evaluation of the floating roof crack and preparation for permanent repair. The proposed services include:

- Project administration services;
- Site visits, including internal and external structural observations of the digester;
- Detailed evaluation of the identified crack and development of repair recommendations to facilitate welding;
- Assessment of the existing concrete walls and related structural components; and

- Preparation of draft and final technical memoranda documenting findings and recommended repair alternatives with an opinion of probable construction cost.

Funding will be from the WRF Capital Projects design account (32999911-46201 / WW0336) which has an available balance of \$50,000.

**RECOMMENDATION:**

Staff recommends the NUA approve Contract K-2526-131 with Garver, L.L.C., in the amount of \$49,575 for engineering services for the Norman WRF Digester No. 3 Condition Assessment.

AGREEMENT  
FOR  
ENGINEERING SERVICES

This AGREEMENT, between the Norman Utilities Authority (OWNER) and Garver, LLC, (ENGINEER);

WITNESSETH

WHEREAS, the OWNER intends to conduct a condition assessment of Digester No. 3 located at the Norman Water Reclamation Facility as further described in Attachment B; and

WHEREAS, OWNER requires engineering services in connection with the PROJECT (the SERVICES); and

WHEREAS, ENGINEER is prepared to provide said SERVICES.

NOW THEREFORE, in consideration of the promises contained in this AGREEMENT, OWNER and ENGINEER agree as follows:

**ARTICLE 1 - EFFECTIVE DATE**

The effective date of this AGREEMENT shall be \_\_\_\_\_.

**ARTICLE 2 - COMPLETION DATE**

ENGINEER shall complete the SERVICES in accordance with Attachment A, Project Schedule.

**ARTICLE 3 - GOVERNING LAW**

The laws of the state of Oklahoma shall govern this AGREEMENT.

**ARTICLE 4 - SERVICES TO BE PERFORMED BY ENGINEER**

ENGINEER shall perform the SERVICES described in Attachment B, Scope of Services.

**ARTICLE 5 - COMPENSATION**

OWNER shall pay ENGINEER in accordance with Attachment C, Compensation.

**ARTICLE 6 - OWNER'S RESPONSIBILITIES**

- 6.1. OWNER-Furnished Data: Upon request, OWNER will provide to ENGINEER all data in OWNER's possession relating to ENGINEER's SERVICES on the PROJECT. Such data may include electronic data available from the OWNER's Geographic Information System (GIS), data generated by OWNER's wastewater collection system model and existing water quality data. ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER. OWNER's data is provided for temporary use or copying by ENGINEER.
- 6.2. Access to Facilities and Property: OWNER will make its facilities accessible to ENGINEER as required for ENGINEER's performance of its SERVICES.
- 6.3. Timely Review: OWNER will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; and transmit OWNER comments or other decisions to ENGINEER in a timely manner.
- 6.4. Meetings: OWNER will participate in monthly progress meetings or other meetings with ENGINEER or contractor(s) defined in Scope of Services.
- 6.5. Advertisements, Permits, and Access: Unless otherwise agreed to in the Scope of Services, OWNER will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for ENGINEER's SERVICES or PROJECT construction.

- 6.6. Hazardous Substances: If hazardous substances in any form are encountered or suspected, ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation. ENGINEER will, if requested by OWNER, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend necessary remedial measures at an additional fee with contract terms to be negotiated. ENGINEER shall not assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any hazardous substances or waste.

#### ARTICLE 7 - STANDARD OF CARE

ENGINEER shall exercise the same degree of care skill and diligence in the performance of the SERVICES as is ordinarily possessed and exercised by a professional engineer under similar circumstances. ENGINEER shall correct the SERVICES that fail to satisfy this standard of care. No warranty, express or implied is included in this AGREEMENT or in any drawing, specifications, report or opinion produced pursuant to this AGREEMENT.

#### ARTICLE 8 - LIABILITY AND INDEMNIFICATION

- 8.1 General. Having considered the potential liabilities that may exist during the performance of the SERVICES, the benefits of the PROJECT, the ENGINEER's fee for the SERVICES and in consideration of the promises contained in this AGREEMENT, OWNER and ENGINEER agree to allocate and limit such liabilities in accordance with this Article.
- 8.2 Indemnification and Liability. The ENGINEER agrees to defend, indemnify, and hold harmless the OWNER, its officers, servants, and employees, from and against legal liability for all claims, losses, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees) caused by a negligent act, error, or omission of the ENGINEER in the performance of services under this Agreement. OWNER agrees to defend, indemnify, and hold harmless the ENGINEER, its officers, servants, and employees, from and against legal liability for all claims, losses, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees) caused by a negligent act, error, or omission of the OWNER in the performance of services under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. The ENGINEER and the OWNER each agree to promptly service notice to the other party of any claims arising hereunder, and shall cooperate in the defense of such claims. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the ENGINEER shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to OWNER at common law.
- 8.3 Employee Claims. ENGINEER shall indemnify OWNER against legal liability for damages arising out of claims by ENGINEER's employees. OWNER shall indemnify ENGINEER against legal liability for damages arising out of claims by OWNER's employees.
- 8.4 Consequential Damages. To the fullest extent permitted by law, ENGINEER shall not be liable to OWNER for any special, indirect or consequential damages resulting in any way from the performance of the SERVICES.
- 8.5 Survival. Upon completion of all SERVICES obligations and duties provided for in this AGREEMENT or if this AGREEMENT is terminated for any reason the terms and conditions of this Article shall survive.

#### ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT ENGINEER shall maintain the following insurance:

- 9.1 Worker's compensation insurance for ENGINEER's employees as required by Oklahoma Workers Compensation Statutes.

- 9.2 Comprehensive general liability insurance with a minimum of \$1,000,000 per each occurrence and \$2,000,000 aggregate.
- 9.3 Comprehensive automobile liability insurance with a minimum of \$1,000,000 combined limit.
- 9.4 Professional Liability (errors and omissions) insurance providing a minimum policy value of \$2,000,000 aggregate.

ENGINEER shall furnish OWNER certificates of insurance that shall include a provision that such insurance shall not be canceled without at least thirty days written notice to OWNER. All PROJECT contractors shall be required to include OWNER and ENGINEER as additional insured on their General Liability Insurance policies to the extent of the indemnities provided for in 8.2.

ENGINEER and OWNER each shall require its insurance carriers to waive all rights of subrogation against the other and its directors, officers, partners, commissioners, officials, agents and employees for damages covered by property insurance during and after the SERVICES. A similar provision shall be incorporated into all contractual arrangements entered into by OWNER and shall protect OWNER and ENGINEER to the same extent.

#### **ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY**

ENGINEER shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety and security precautions and programs in connection with the PROJECT; (2) the failure of any contractor, subcontractor, vendor or other PROJECT participant, not under contract to ENGINEER, to fulfill contractual responsibilities to the OWNER or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates and licenses required for any construction unless such responsibilities are specifically assigned to ENGINEER in Attachment B, Scope of Services.

#### **ARTICLE 11 - OPINIONS OF COST AND SCHEDULE**

Since ENGINEER has no control over the cost of labor, materials or equipment furnished by others or over the resources provided by others to meet PROJECT schedules, ENGINEER's opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional engineer. ENGINEER does not guarantee that proposals, bids, or actual PROJECT costs will not vary from ENGINEER's cost estimates.

#### **ARTICLE 12 - REUSE OF DOCUMENTS**

Upon OWNER's request ENGINEER shall furnish OWNER with deliverables and/or other data on electronic media. All documents, including but not limited to, drawings, specifications and computer software prepared by ENGINEER pursuant to this AGREEMENT are instruments of Service in respect to the PROJECT. Said documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other PROJECT.

#### **ARTICLE 13 - TERMINATION**

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the material terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this AGREEMENT for OWNER's convenience upon written notice to ENGINEER. ENGINEER shall terminate or suspend performance of the SERVICES on a schedule acceptable to OWNER. If termination or suspension is for OWNER's convenience, OWNER shall pay ENGINEER for all the SERVICES performed to date, amount not to exceed the normal fee amount due for the SERVICES rendered and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to ENGINEER's compensation.

#### **ARTICLE 14 - DELAY IN PERFORMANCE**

Neither OWNER nor ENGINEER shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riot and other civil disturbances; strikes, work slowdowns and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or SERVICES required to be provided by either OWNER or ENGINEER under this AGREEMENT.

Should such circumstances occur, the non-performing party shall, within a reasonable period after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

#### **ARTICLE 15 - COMMUNICATIONS**

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

ENGINEER: Michael Nguyen, P.E.  
Garver, LLC  
750 SW 24<sup>th</sup> Street Suite 200  
Oklahoma City, OK 73160  
405-666-2827  
[MTNquyen@GarverUSA.com](mailto:MTNquyen@GarverUSA.com)

OWNER: Peter Wolbach, Staff Engineer  
City of Norman – Utilities Department  
225 N Webster Avenue  
P.O. Box 370  
Norman OK 73069 / 73070  
405-217-7778  
[peter.wolbach@normanok.gov](mailto:peter.wolbach@normanok.gov)

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ENGINEER and OWNER.

#### **ARTICLE 16 - WAIVER**

A waiver by either OWNER or ENGINEER of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

#### **ARTICLE 17 - SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid Provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision, which is of the essence of this AGREEMENT, be determined void.

#### **ARTICLE 18 – NON-DISCRIMINATION**

In connection with the performance of work under this contract, the ENGINEER agrees as follows:

- A. The ENGINEER agrees not to discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. The

ENGINEER shall take affirmative action to ensure that employees are treated without regard to their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The ENGINEER and any companies subcontracted shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City of Norman setting forth the provisions in this section.

- B. In the event of the ENGINEER's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The ENGINEER may be declared by the City Council ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the ENGINEER.
- C. The ENGINEER agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

#### **ARTICLE 19 - INTEGRATION**

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and ENGINEER. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT. This AGREEMENT, including its attachments and schedules, may only be changed by a written amendment executed by both parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment A - Schedule

Attachment B - Scope of Services

Attachment C - Compensation

#### **ARTICLE 20 - SUCCESSORS AND ASSIGNS**

OWNER and ENGINEER each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this AGREEMENT and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this AGREEMENT.

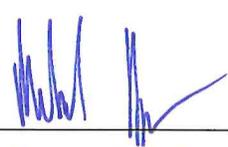
IN WITNESS WHEREOF, OWNER and ENGINEER have executed this AGREEMENT.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Garver, LLC – ENGINEER**

By:   
Title: Vice President

ATTEST

  
Project Manager

**Norman Utilities Authority – OWNER**

APPROVED as to form and legality this 4<sup>th</sup> day of March, 2026.

  
City Attorney

APPROVED by the Trustees of the Norman Utilities Authority this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT A**  
**SCHEDULE**

Engineer shall begin work under this Agreement within fourteen (14) days of a Notice to Proceed and shall complete the Work in accordance with the proposed (overall) Project schedule.

Project Description	Calendar Days
Kickoff Workshop	14 days from NTP
Site Visit for Condition Assessment	30 days from Kickoff Workshop
Draft Digester No. 3 Condition Assessment TM Workshop	10 days from Completion of Condition Assessment
Final Condition No. 3 Condition Assessment TM	15 days from Owner's comments from draft TM.

## **ATTACHMENT B**

### **SCOPE OF SERVICES**

Generally, the scope of the services includes a condition assessment of the Owner's Digester No. 3 and the development of a condition assessment report documenting the existing conditions and recommendations for improvement to Digester No. 3. All assessments as part of this scope are based on what Engineer is able to visually observe onsite once the digester is taken offline. Destructive and/or material sampling or testing are not included in this scope of services.

#### **1.0 TASK 1 – PROJECT ADMINISTRATION**

- 1.1 Engineer will attend one hybrid kickoff meeting at Owner offices with up to three (3) Engineer team members to discuss project objectives, internal and external team member roles and responsibilities, communication protocols, document management protocols, and schedule.
- 1.2 Engineer will develop a Project Management Plan (PMP) and Quality Assurance/Quality Control (QA/QC) Plan to be utilized for the project.
- 1.3 Engineer will prepare and provide monthly progress/status reports, sufficient to support monthly billings. Monthly status reports shall be submitted with monthly invoices and project updates.

#### **2.0 TASK 2 – CONDITION ASSESTMENT**

- 2.1 Engineer will make up to two (2) site visits with up to three (3) Engineer team members:
  - 2.1.1 First site visit is to assess the condition inside and around Digester No. 3.
  - 2.1.2 Second site visit to visually inspect the repaired locations.
- 2.2 Engineer will undertake an internal and external observation of Digester No. 3 to assess the structural condition of the existing concrete walls, floating roof mechanisms, and steel roof.
- 2.3 Owner shall:
  - 2.3.1 Drain and clean out the digester prior to Engineer site visit.
  - 2.3.2 Provide access for internal observation inside Digester No. 3.
  - 2.3.3 Provide scaffolding or ladder for Engineer to reach the roof inside of Digester No. 3.
  - 2.3.4 Provide confined space permit, including attendant during the observation.
  - 2.3.5 Provide proper ventilation during observation.
- 2.4 Engineer shall:
  - 2.4.1 Provide own gas monitoring by way of wearable H<sub>2</sub>S monitor for Engineer staff.
  - 2.4.2 Provide own PPE such as hard hats, gloves, safety glasses, protective footwear, and high visibility safety vests.

- 2.5 Engineer will submit a draft Digester No. 3 Condition Assessment technical memorandum (TM) in a PDF format that will include recommendations addressing the immediate repairs, which includes minor repairs needed to get the Digester operational and long-term repairs, which includes long-term repairs needed to fix major issues structural issues, if any noted. The following will also be included in the Digester No. 3 Condition Assessment TM:
- 2.5.1 Notes and photographs of the digester observation.
  - 2.5.2 Design and construction details for immediate repairs, which includes repair locations, repair details, and materials needed for repair.
  - 2.5.3 For long-term repairs, Engineer will provide up to 2 conceptual designs/methods and opinion of probable construction cost (OPCC) at an accuracy of ACCE Class 4 estimation (-15% to +50% accuracy).
- 2.6 Engineer will conduct a hybrid Digester No. 3 Condition Assessment TM Workshop with up to three (3) Engineer team members virtually and in person at the Owner's office. During the workshop, Engineer will present and discuss the evaluation and alternatives summarized in the draft TM. Engineer will summarize comments and action items in meeting minutes and provide them to the Owner.
- 2.7 Engineer will update the Draft Digester No. 3 Condition Assessment TM based on comments provided by and agreed to by Engineer and Owner. Engineer will prepare a Final No. 3 Condition Assessment TM in electronic format (PDF).

### 3.0 PROJECT DELIVERABLES

The following will be submitted to the Owner, or others as indicated, by Engineer:

- A. Electronic copies (.pdf) of construction details for immediate repairs.
- B. Electronic copies (.pdf) of the Draft and Final Digester No. 3 Conditional Assessment TM.
- C. Electronic copies (.pdf) of the submittals of meeting minutes and workshop presentations.
- D. Electronic files as requested.

### 4.0 ADDITIONAL WORK

The following items are not included under this agreement but will be considered as extra work:

- A. Submittals or deliverables in addition to those listed herein.
- B. Materials testing.
- C. Destructive testing.
- D. Design services, including preliminary and final design.
- E. Surveying services.
- F. Geotechnical services.
- G. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- H. Bidding and Construction services.
- I. NPDES permitting or reporting.

**ATTACHMENT C  
COMPENSATION**

The OWNER will compensate ENGINEER on a lump sum basis for the SERVICES rendered. The lump sum fee is broken down below by task as defined in the Scope of Services:

<b>Activity</b>	<b>Task Description</b>	<b>Lump Sum Amount</b>
1	Project Management	\$1,913
2	Condition Assessment	\$47,662
<b>Total</b>		<b>\$49,575</b>

The lump sum amount to be paid under this Work Order is \$49,575. Any unused portion of the fee, due to delays beyond Garver's control, will be increased six percent (6%) annually with the first increase effective on or about July 1, 2027.

Additional Services (Extra Work). For services not described or included in Section 2, but requested by the Owner in writing, the Owner will pay Garver as expressly set forth in the applicable Amendment, or in the event the Amendment is silent, for the additional time spent on the Project, at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. Rates will be increased annually with the first increase effective on or about July 1, 2027.

**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 POSTPONEMENT 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

**C O N T R A C T**

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”.

**W I T N E S S E T H**

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

Contract No. K-2526-151

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

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 )

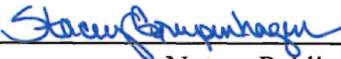
(COUNTY OF HAMILTON )

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.

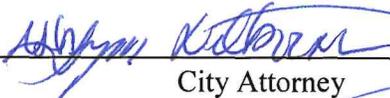


  
Notary Public

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





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.



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. 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 White  
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: EXPIRES MAY 19, 2030  
My Commission Number: \_\_\_\_\_

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

Anthony D. Vitone  
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

CHINT 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

**P E R F O R M A N C E   B O N D**

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: April D. Perez  
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  
COMMISSION NO. 2252489  
AMK  
Notary Public

My Commission Expires: EXPIRES MAY 19, 2030  
My Commission Number: \_\_\_\_\_

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

William Wilborn  
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

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.

[Handwritten signature of Rupert HD Swindells]

Rupert HD Swindells, Assistant Secretary

[Handwritten signature of 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

[Handwritten signature of 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



[Handwritten signature of Rupert HD 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]*

Maintenance Bond No. MB-2526-52

Page 1 of 3

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 TOWNSON  
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.

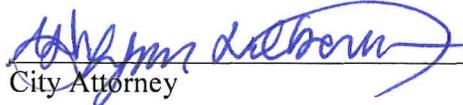
WITNESS my hand and seal the day and year last above written.

ANN MARIE KEANE  
NOTARY PUBLIC Notary Public

My Commission Expires: STATE OF NEW JERSEY  
My Commission Number: COMMISSION NO. 2252489  
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

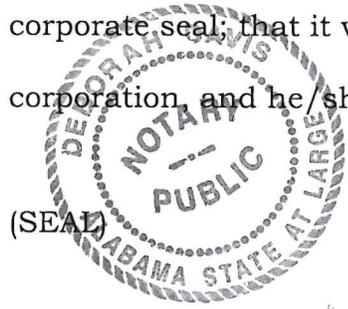
CLINT WHITESIDE to me known,

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.



(SEAL)

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.

[Signature of Rupert HD Swindells]

Rupert HD Swindells, Assistant Secretary

[Signature of 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

[Signature of 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:

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(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.
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(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



[Signature of Rupert HD 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

# 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 10<sup>th</sup> 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 10<sup>TH</sup> DAY OF MARCH 2026.

\_\_\_\_\_  
Mayor Stephen T. Holman

ATTEST:

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



# RFP 2526-20 Bluestem Park

Design • Build • PLAY!

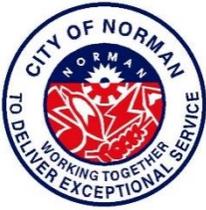


**Bid Tabulation**  
**RFP 2526-20 Bluestem Park Playground**  
**Budget--\$225,000**

	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)

**File Attachments for Item:**

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.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 02/24/2026

**REQUESTER:** Travis King

**PRESENTER:** Travis King, Fire Chief

**ITEM TITLE:** 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.

### **BACKGROUND:**

As the final project funded by the existing Public Safety Sales Tax, the Fire Department has a project (BP0046) scheduled to relocate Fire Station No. 5. The City also intends to relocate Fire Station 1 and the Fire Administration office. With Station No. 10 planned in the near future, it is appropriate to provide a preliminary design package and cost estimates. To support budgeting for Stations 11 and 12, a cost estimate based on price per square foot will be developed for each station, including escalation factors tied to projected construction start dates.

### **DISCUSSION:**

The City of Norman and the Norman Fire Department (NFD) have requested preliminary design services that include a site plan, floor plan, building elevations, and a cost estimate for Fire Station 5, Fire Administration, and Fire Station No. 1. As part of the same contract the City has requested preliminary design packages for Fire Stations No. 10, 11, and 12. These stations are part of the City's long-term strategic plan. For Station No. 10, it is appropriate to provide a preliminary design package as discussed above. To support budgeting for Stations 11 and 12, a cost estimate based on price per square foot will be developed for each station, including escalation factors tied to projected construction start dates.

The City of Norman and the Norman Fire Department (NFD) have also requested a study to reassess selected fire station locations and facility needs identified in the previously completed Matrix study. This update will evaluate how changes in community growth, development patterns, and service demand affect earlier recommendations and will confirm, refine, or modify those recommendations as needed.

Funds for the portion of this work attributable to Fire Station 5 (\$17,000) needs to be transferred to the Public Safety Sales Tax Fund, Fire Station 5 Relocation, Design (account 15693377.46201; project BP0046). Currently, the funds are in Public Safety Sales Tax Fund, ECOC Project (account 15695523.46101; project BP0029).

Funds for the remainder of the work (\$72,500) need to be transferred to Fire Station Studies, Design (account 50593388-46201; project BG0102). Currently, there is \$45,544.29 available in Bridge Program Site Discovery, Construction (account 50590052-46101; project TC0282) and \$61,400 available in Bridge Program Site Discovery, Design (account 50596687-46201; project TC0282).

**RECOMMENDATION:**

Based on the above and foregoing discussion, we are requesting approval of Resolution R-2526-105 to transfer \$17,000 from Public Safety Sales Tax Fund, ECOC Project (account 15695523.46101; project BP0029) to Public Safety Sales Tax Fund, Fire Station 5 Relocation, Design (account 15693377.46201; project BP0046); \$45,544.29 from Bridge Program Site Discovery, Construction (account 50590052-46101; project TC0282) to Fire Station Studies, Design (account 50593388-46201; project BG0102); and \$61,400 from Bridge Program Site Discovery, Design (account 50596687-46201; project TC0282) to Fire Station Studies, Design (account 50593388-46201; project BG0102) to perform preliminary design services and a needs assessment for various fire department facilities.

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.

- § 1. WHEREAS, the City of Norman and the Fire Department have identified the relocation of Fire Station Five as the final project funded by the existing Public Safety Sales Tax and have also determined the need to relocate Fire Station One and the Fire Administration Office to better serve the community; and
- § 2. WHEREAS, the City has requested preliminary design services, including site plans, floor plans, building elevations, and cost estimates for Fire Stations 1, 5, 10, 11, and 12, as part of the City's long-term strategic plan, with cost projections based on price per square foot and escalation factors tied to anticipated construction start dates; and
- § 3. WHEREAS, the City has further requested an updated study to reassess selected fire station locations and facility needs in light of community growth and service demands, and it is necessary to transfer available funds within designated accounts to support the preliminary design services and associated studies.

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

- § 4. THAT the following transfers be made for the reasons stated above:

<u>Losing Account</u>	<u>Gaining Account</u>	<u>Amount</u>
Public Safety Sales Tax Fund, ECOC Project - account 15695523-46101 Project BP0029	Public Safety Sales Tax Fund, Fire Station 5 Relocation, Design-account 15693377-46201; Project BP0046	\$17,000
Bridge Program Site Discovery, Construction – account 50590052-46101 Project TC0282	Fire Station Studies, Design – account 50593388-46201; Project BG0102	\$45,544.29
Bridge Program Site Discovery, Design – account 505996687-46201 Project TC0282	Fire Station Studies, Design – account 50593388-46201 project BG0102	\$61,400



PASSED AND APPROVED this 10<sup>th</sup> day of March 2026.

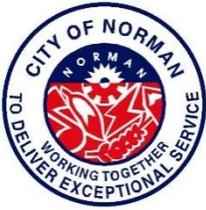
\_\_\_\_\_  
Mayor, Stephen T. Holman

ATTEST:

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

**File Attachments for Item:**

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.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 03/10/2026

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

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

**ITEM TITLE:** 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.

### BACKGROUND:

In 2020, the Oklahoma Legislature enacted House Bill 4138, the Political Subdivisions Opioid Abatement Grants Act, creating the Oklahoma Opioid Abatement Board oversight body for the distribution of opioid settlement funds. Section 2 of the Act provides the Legislature's purpose, which is "to promote and protect the health of Oklahomans by using monetary grants to abate the opioid crisis in a comprehensive manner that includes cooperation and collaboration with political subdivisions." 74 O.S. § 30.4. Although the City of Norman did not participate as a litigating party in any of the opioid lawsuits, it is eligible for opioid abatement grants.

Grants funds are limited by statute for certain approved purposes set out in 74 O.S. §30.5. These include evidence-based, forward-looking strategies, programming and services used to:

- a. expand the availability of treatment for individuals affected by opioid use disorders, co-occurring substance use disorders and mental health issues,
- b. develop, promote and provide evidence-based opioid use prevention strategies,
- c. provide opioid use disorder and co-occurring substance use disorder avoidance and awareness education,
- d. decrease the oversupply of licit and illicit opioids,
- e. support recovery from addiction services performed by qualified and appropriately licensed providers,

- f. treat opioid use, abuse and disorders including early intervention screening, counseling and support,
- g. support individuals in treatment and recovery from opioid use, abuse and disorder,
- h. provide programs or services to connect individuals with opioid use, abuse or disorder, or who are at risk of developing opioid use disorder, co-occurring substance use disorder and mental health issues, with treatment and counseling programs and services,
- i. address the needs of individuals who are involved, or who are at risk of becoming involved, in the criminal justice system due to opioid use, abuse or disorder through programs or services in municipal and county criminal judicial systems including prearrest and postarrest diversion programs, pretrial services and drug or recovery courts,
- j. address the needs of pregnant or parenting women with opioid use, abuse or disorder and their families,
- k. address the needs of parents and caregivers caring for babies with neonatal abstinence syndrome,
- l. support efforts to prevent overprescribing and ensure appropriate prescribing and dispensing of opioids,
- m. support efforts to discourage or prevent misuse of opioids including the oversupply of licit and illicit opioids,
- n. support efforts to prevent or reduce overdose deaths or other opioid-related harms including through increased availability and distribution of naloxone and other drugs that treat overdoses for use by first responders, persons who have experienced an overdose event, families, schools, community-based service providers, social workers and other members of the public,
- o. reimburse or fund law enforcement and emergency responder expenditures relating to the opioid epidemic including costs of responding to emergency medical or police calls for service, equipment, treatment or response alternatives, mental health response training and training for law enforcement and emergency responders as to appropriate practices and precautions when dealing with opioids or individuals who are at risk of opioid overdose or death,
- p. reimburse attorney fees and allowable expenses directly related to opioid litigation incurred as part of legal services agreements entered into before May 21, 2020,
- q. support efforts to provide leadership, planning and coordination to abate the opioid epidemic through activities, programs or strategies for prevention and recovery models including regional intergovernmental efforts and not-for-profit agency support,
- r. support education of youths regarding the dangers of opioid use, abuse and addiction,
- s. fund training relative to any approved purpose,
- t. monitor, surveil and evaluate opioid use, abuse or disorder, or
- u. provide opioid abatement as identified by the Oklahoma Opioid Abatement Board as consistent with the purpose of the Political Subdivisions Opioid Abatement Grants Act.

The City applied for the first round of Opioid Abatement Grant Funding in March 2024 and was successfully awarded a grant in the amount of \$190,000.00 in July 2024 to fund a project with The Virtue Center. The City applied for the second round of Opioid Abatement Grant Funding in June 2025 and was successfully awarded a grant in the amount of \$498,000.00 in August 2025 to fund a three-year project with The Virtue Center.

The Oklahoma Opioid Abatement Board has opened another application round in 2026 for additional Opioid Abatement Grant awards. The applications open online on February 1, 2026, and close March 31, 2026. Similar to the 2025 application round, this round of grant funding is designed to support projects/programs that span a timeline of three (3) years. For a municipality with a population of 100,001 or more, the proposed maximum funding is \$750,000.00 (\$250,000.00 per year). This grant funding also permits a grant recipient to contract or partner with a nonprofit organization or other applicant for the purpose of using its grant award for the approved purposes set forth in the Act. Grant award funding is not guaranteed.

### **DISCUSSION:**

In April 2025, the City entered into Contract K-2425-109 to partner with Mental Health Association Oklahoma on the “A Better Way – Opportunity Knocks” program. This program was partially funded with opioid settlement funds provided from the State through the Distributors Settlement Agreement in combination with Sanitation funding. The 2026 Opioid Abatement Grant funding will be the vehicle to ensure continuation of the program past the expiration of K-2425-109 in April 2026.

The program will provide employment opportunities and social services targeted toward individuals experiencing homelessness with a focus on those individuals impacted by OUD, SUD, and/or co-occurring mental health conditions. It is a supportive employment and case management program that provides participants with wages for their day labor, meals, and opportunities for engagement with a Case Manager and Employment Specialist who will offer wrap-around social services, connections to care, and employment support. Additionally, the Case Manager and Employment Specialist will have flexibility to interact with participants outside the scheduled work activities, facilitating services in public spaces and other convenient locations.

Resolution R-2526-121 authorizes Staff to submit an application for grant funding for the purpose of funding a three-year partnership with Mental Health Association Oklahoma to continue implementation of the “A Better Way – Opportunity Knocks” program.

### **RECOMMENDATION:**

Staff recommends adoption 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 \$750,000.00 TO FUND A PARTNERSHIP WITH MENTAL HEALTH ASSOCIATION OKLAHOMA TO IMPLEMENT THE “A BETTER WAY – OPPORTUNITY KNOCKS” SUPPORTIVE EMPLOYMENT AND CASE MANAGEMENT PROGRAM.

- § 1. WHEREAS, from 2018 through 2022, Cleveland County had the fifty-eighth highest drug overdose death rate in the state, and of those deaths, more than half were due to opioids; and
- § 2. WHEREAS, from 2020 through 2022, Cleveland County had the twenty-fourth highest nonfatal drug overdose hospitalization rate in the state, and opioids were one of the most common substances involved in hospitalizations; and
- § 3. WHEREAS, the Oklahoma Legislature enacted the Political Subdivisions Opioid Abatement Grants Act (the "Act") "to promote and protect the health of Oklahomans by using monetary grants to abate the opioid crisis in a comprehensive manner that includes cooperation and collaboration with political subdivisions" (74 O.S. §30.4); and
- § 4. WHEREAS, the Oklahoma Opioid Abatement Board (the "Board"), created as an oversight body for the distribution of opioid settlement funds, opened another round of Opioid Abatement Grant funding for 2026, with the application period from February 1 to March 31, 2026; and
- § 5. WHEREAS, on April 15, 2025, the City partnered with Mental Health Association Oklahoma on the “A Better Way – Opportunity Knocks” program through Contract K-2425-109 utilizing opioid settlement funding provided from the State through the Distributors Settlement Agreement; and
- § 6. WHEREAS, such opioid settlement funding is to be utilized for different programs and the City desires for the “A Better Way – Opportunity Knocks” program to continue after contract expiration in April 2026; and
- § 7. WHEREAS, grant applications must be accompanied by a resolution from the City authorizing the application and setting forth how the funds shall be used or expended.



**R-2526-121**

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

§ 8. That, an application for grant funds in the amount of \$750,000.00 is hereby authorized for the purpose of funding a three-year partnership with Mental Health Association Oklahoma to provide for the continued implementation of the “A Better Way – Opportunity Knocks” program.

Approved by Council this 10<sup>th</sup> day of March, 2026.

\_\_\_\_\_  
Mayor, Stephen T. Holman

ATTEST:

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

**File Attachments for Item:**

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.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 03/10/26

**REQUESTER:** Matthew Elliott, Fire Marshal

**PRESENTER:** Matthew Elliott, Fire Marshal

**ITEM TITLE:** 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.

### **BACKGROUND:**

The Fire Department periodically receives donations that are dedicated to the purchase of smoke detectors to be used in the Smoke Detector Program for Senior Citizens and the Handicapped. These funds are deposited into Other-Smoke Detectors (Account No. 10-22426).

### **DISCUSSION:**

The Norman Fire Department has a Smoke Detector Program for senior citizens and the handicapped citizens of Norman through which we provide smoke detectors for those having a need to safeguard their homes. Funds for the detectors have been provided through donations from private citizens and various businesses and organizations.

### **RECOMMENDATION:**

It is recommended that \$500 from the Other-Smoke Detectors (Account No. 10-22426) be appropriated to the Fire Department, Prevention Division, Other Supplies and Materials: Smoke Detectors (Account No. 10664142-43121), and utilized to purchase smoke detectors.

# Resolution

R-2526-122

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$500 FROM OTHER LIABILITIES-SMOKE DETECTORS ACCOUNT TO BE USED BY THE FIRE DEPARTMENT TO PURCHASE SMOKE DETECTORS FOR USE IN THE SMOKE DETECTOR PROGRAM FOR SENIOR CITIZENS AND HANDICAPPED CITIZENS OF NORMAN.

- § 1. WHEREAS, the Norman Fire Department operates a Smoke Detector Program to provide smoke detectors to senior citizens and handicapped residents in need of safeguarding their homes; and
- § 2. WHEREAS, the Fire Department periodically receives donations from private citizens, businesses, and organizations specifically designated for the purchase of smoke detectors, with such funds deposited into the Revenue Other: Fire Investigation account; and
- § 3. WHEREAS, it is necessary and appropriate to transfer \$500 from the Smoke Detectors revenue account to the Fire Department, Prevention Division, Other Supplies and Materials: Smoke Detectors account for the purpose of purchasing smoke detectors for eligible residents.

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

- § 4. THAT the following transfer be made for the reasons stated above:

<u>Losing Account</u>	<u>Gaining Account</u>	<u>Amount</u>
Other Liabilities-Smoke Detectors Account 10-22426	Other Supplies and Materials: Smoke Detectors Account 10664142-43121	\$500

PASSED AND APPROVED this 10<sup>th</sup> day of March, 2026.

\_\_\_\_\_  
Mayor, Stephen T. Holman

ATTEST:

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



**File Attachments for Item:**

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)



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 03/10/2026

**REQUESTER:** 1107 Chautauqua, LLC

**PRESENTER:** Jane Hudson, Planning & Community Development Director

**ITEM TITLE:** 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)

<b>APPLICANT/REPRESENTATIVE</b>	1107 Chautauqua, LLC/Peacock Design
<b>LOCATION</b>	1107-1111 Chautauqua, 601-615 Hoover Street, and 1010-1030 College Avenue
<b>WARD</b>	7
<b>CORE AREA</b>	Yes
<b>EXISTING ZONING</b>	R-1, Single-Family Dwelling District, and R-3, Multifamily Dwelling District
<b>EXISTING LAND USE DESIGNATIONS</b>	Urban Medium
<b>CHARACTER AREA</b>	No designation
<b>PROPOSED ZONING</b>	SPUD, Simple Planned Unit Development
<b>PROPOSED LAND USE</b>	No Change

**REQUESTED ACTION**

Rezone to a SPUD to allow for a multifamily development

**SUMMARY:**

The applicant, 1107 Chautauqua, LLC, is requesting a rezoning from R-1, Single-Family Dwelling District, and R-3, Multifamily Dwelling District, to a SPUD, Simple Planned Unit Development. The proposed rezoning will allow for the development of multifamily residential buildings.

**EXISTING CONDITIONS:**

**SIZE OF SITE:** 1.88 acres

**SURROUNDING PROPERTIES**

	Subject Property	North	East	South	West
Zoning	R-1 & R-3	R-1 & R-3	R-3 & O-1	R-3	R-1
Land Use	Urban Medium	Urban Medium	Urban Medium	Urban Medium	Urban Low
Current Use	Residential (Single- and Two-Family) & Vacant	Residential (Single-Family) & Fraternity House	Residential (Single- and Two-Family) & Church Parking Lot	Fraternity House	Residential (Single-Family)

**ZONING DESIGNATIONS**

**R-1, Single-Family Dwelling District**

This residential district is intended for single-family detached development, including accessory dwelling units and other accessory structures. Other uses compatible with single-family residential development are also allowed. Developments in this zoning district should have access to City services and be located in the urbanized area.

**R-3, Multifamily Dwelling District**

The R-3 district is designed to allow for higher densities of residential development. Bulk standards and development regulations in this district have been designed to promote compatibility with adjacent residential uses of lower densities.

**LAND USE DESIGNATION**

**Urban Medium**

Fairly compact, walkable pattern of moderate urban development with variety in housing types. Allowances for commercial and recreational activities designed for community-wide access. Moderate to low building spacing and separation of uses, with pockets of mixed-use development.

Medium-intensity strives for more residential than non-residential uses at compatible densities and scales, with opportunities for more intense master planned developments. Gross densities in any single development should be greater than 8 units per acre.

## **CHARACTER AREA DESIGNATION**

### **No Character Area Assigned**

No Character Area was assigned to this area under the AIM Norman Comprehensive Land Use Plan.

## **NEAREST PUBLIC PARK**

There are two parks located approximately one mile from the proposed development site. Lion's Park is located approximately 0.7 miles north of the development site. Walnut Ridge Park is located approximately 1.1 miles south of the development site. Each of these parks can be accessed using existing sidewalks.

## **PROCEDURAL REQUIREMENTS:**

### **PRE-DEVELOPMENT:**

**PD26-2**

**January 22, 2026**

Several neighboring residents were in attendance and asked questions related to the project. The primary concern raised by attendees was the amount of additional cars and traffic this project would produce. The applicant stated a traffic analysis has been conducted and he is confident the development will not exacerbate traffic issues. Further discussion around traffic included questions about the development's available parking. Some attendees felt that the proposed parking facilities were inadequate, and this would take up available on-street parking in the surrounding neighborhoods. Another attendee asked if each unit would be allotted one space, to which Mr. Peacock responded that this is not currently in the SPUD regulations, but could explore that possibility. An attendee asked how many residents would live in the development. Mr. Peacock said that the intent is for each unit to be single occupancy, but he cannot control how many people live in a unit. Concerns about noise were raised, and Mr. Peacock said that he would consider adding noise regulations to the SPUD.

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

The subject property does not require a preliminary plat and, therefore, is not subject to review by the Board of Parks Commissioners.

### **REVIEW COMMENTS:**

This application was submitted to the following agencies, departments, and/or divisions for review and comment. An asterisk (\*) indicates that the agency, department, and/or division responded with review comments "inconsistent" with AIM Norman Plan. Items italicized and blue in these sections represent City Staff analysis.

### **CITY DEPARTMENTS**

1. Fire Department
2. Building Permitting Review
3. Public Works/Engineering
4. Transportation Engineer
5. Planning
6. Utilities

## **FIRE DEPARTMENT**

*Additional construction details are required to determine fire hydrant requirements and fire lane specifications for the proposed building(s). These items will be addressed during the building permit stage. For details, view the City of Norman Ordinances and adopted 2018 ICC codes as amended by OUBCC including IFC Appendices B, C, and D.*

## **BUILDING REVIEW**

*Building codes and all applicable trades will be addressed at the building permit stage.*

## **PUBLIC WORKS/ENGINEERING**

*A Short Form Plat will be required for the property if this zoning request is approved by City Council. The detention for this site will be handled by infiltration trenches that will need to be conveyed in a drainage easement.*

## **TRANSPORTATION ENGINEER**

*The proposed multi-family residential development would be expected to generate approximately one-quarter of the 100 vehicles per hour that is typically used as the threshold to initiate the request for a full traffic impact analysis. The traffic generated by the proposed development would have minimal impacts on the surrounding intersections and streets and no traffic related issues are anticipated. Based on the results of the trip generation and site plan evaluation, no traffic control or geometric roadway improvements are recommended as a result of the proposed development.*

## **PLANNING**

### **ZONING DESIGNATION**

#### **SPUD, Simple Planned Unit Development**

It is the intent of this section to encourage developments with a superior built environment brought about through unified development and to provide for the application of design ingenuity in such developments while protecting existing and future surrounding areas in achieving the goals of comprehensive plan of record. In addition, the SPUD provides for the following:

- Encourage efficient, innovative use of land in the placement and/or clustering of buildings in a development and protect the health, safety and welfare of the community.
- Contribute to the revitalization and/or redevelopment of areas where decline of any type has occurred. Promote infill development that is compatible and harmonious with adjacent uses and would otherwise not be an area that could physically be redeveloped under conventional zoning.
- Maintain consistency with the City's zoning ordinance, and other applicable plans, policies, standards and regulations on record.
- Approval of a zone change to a SPUD adopts the master plan prepared by the applicant and reviewed as a part of the application. The SPUD establishes new and specific requirements for the amount and type of land use, residential densities, if appropriate, development regulations and location of specific elements of the development, such as open space and screening.

*The applicant requests a SPUD, Simple Planned Unit Development, to gain flexibility in use,*

*design, and development standards, which are not possible under the current zoning designations. The proposal promotes innovative use of the land to increase density and a use that is compatible with the surrounding areas. For these reasons, the proposal is **consistent** with the purpose of a SPUD.*

### Uses Permitted

- The proposed uses of the site are listed in Exhibit B, Allowable Uses. The list includes multi-family residential, micro-unit residential, single-family residential, short-term rentals, and accessory dwelling units.

*The applicant proposes a micro-unit apartment development with 108 units. The area to the west of the subject property is primarily single-family, including a small number of accessory dwelling units. To the north, east, and south of the property are single-family, two-family, and institutional uses, as well as multiple fraternity and sorority houses. These fraternities and sororities are a higher density use, housing approximately 75-100 people each. The proposed use is **consistent** with the surrounding area.*

### Area Regulations

- North Setback: The project will maintain a 5' setback from the Northwest property line as shown on the Site Development Plan.
- South Setback: The project will maintain a 10' setback from the South property line as depicted on the Site Development Plan.
- East Setback: The project will maintain an 8' setback from the East property line as shown on the Site Development Plan.
- West Setback: The project will maintain a 20' setback from the West property line as depicted on the Site Development Plan.

*The surrounding properties require a 25' front setback, 5' side setback (10' for three stories), and 20' rear setback. Though many of the surrounding structures were built before the adoption of a zoning ordinance, most comply with these setbacks. The area regulations of the proposal are **inconsistent** with the setbacks of the surrounding area. However, to best utilize the property, in alignment with the goal for increased density, meeting the setbacks of the surrounding area would be difficult. All development will be reviewed for compliance with the SPUD Narrative at the building permit stage.*

### Height Regulations

- The SPUD Narrative proposes two and a half stories along Chautauqua and Hoover and three and a half stories along College.

*The surrounding area includes buildings up to three stories in height. The proposal is **consistent** with the height of structures in the surrounding area.*

### Landscaping

- Landscaping will be provided as shown on the Site Development Plan.

*The applicant is proposing landscaping which does not meet all the requirements of the City's landscaping ordinance. The City's ordinance would require a 5' landscape buffer between the parking area on the west side of the site and the adjacent residential uses. The applicant is*

*proposing a 2' buffer with no trees. The applicant is requesting the reduced buffer in order to accommodate more parking on the site and this parking area abuts the rear yard of the adjacent property with a 6' opaque fence as screening. While the applicant is not meeting all of the peripheral landscaping requirements, the proposed landscaping is **consistent** with the surrounding area due to the provided street trees, shrubbery/hedge, and ground cover.*

## **Parking**

- The applicant proposes 137 total parking spaces across both proposed lots and on-street (public) parking. Twenty-one of these spaces will be on-street parking spaces. Twenty-eight spaces are reserved on Lot B for the fraternity to the north of this development. Eight bicycle racks will be provided.

*The applicant proposes 88 spaces on Lot A, 28 spaces on Lot B, and 21 on-street parking spaces. Lot B spaces will be used by the existing fraternity to the north of the subject tract. The 21 on-street (public) spaces cannot be reserved for the use of the residents of the proposed development. The 12 spaces along College Ave. will be cut-back parking the developer will install. The nine spaces along Hoover Ave. will not be striped; they are depicted on the Site Development Plan to demonstrate how many cars can be parked in this area. Eighty-eight spaces will be reserved for the tenants of the proposed development on Lot A. Four bicycle racks would be required for this development but the applicant is proposing to include eight. The City's parking ordinance does not have a required number of spaces for multifamily development. Due to the fact that the Zoning Ordinance does not have a requirement for parking for multifamily uses, the proposed development is **consistent** with the surrounding area.*

## **Lighting**

- All exterior lighting shall meet the regulations of Section 36-549, Commercial Outdoor Lighting Standards, as amended from time to time.

*Lighting within the development will be **consistent** with applicable City regulations and the surrounding area.*

## **Signage**

- Signs within the proposed development shall comply with the applicable regulations of Chapter 28, Sign Regulations, for medium density residential uses, as amended from time to time.

*Any signage within the proposed development will be **consistent** with the signage in the surrounding area. The nearby fraternities and sororities also follow medium density residential signage regulations.*

## **Screening**

- The applicant is proposing a 6' opaque fence along the shared property lines of neighboring parcels.

*The proposed development will be **consistent** with the City's screening regulations and the surrounding area. City ordinances require that multifamily uses be separated from single- and two-family uses.*

## Open Space

- The applicant proposes 85% impervious surface for the development.

*Development surrounding the subject property is required to stay within the 65% impervious coverage allowance. The proposed development is planned at 85% impervious surface, which is **inconsistent** with the surrounding area. The applicant has proposed infiltration trenches to mitigate stormwater runoff.*

## COMPREHENSIVE PLAN CONSIDERATIONS

### Character Area Policies

*No Character Area was assigned to this property under the AIM Norman Comprehensive Plan.*

### Land Use Development Policies

#### Urban Medium (UM) Policies

- Fairly compact, walkable pattern of moderate urban development with variety in housing types. Allowances for commercial and recreational activities designed for community-wide access. Moderate to low building spacing and separation of uses, with pockets of mixed-use development.
  - Medium-intensity strives for more residential than non-residential uses at compatible densities and scales, with opportunities for more intense master planned developments.
  - Gross densities in any single development should be greater than 8 units per acre.

*The proposed development will only include residential uses. Internal walkways connecting to the sidewalks along public streets will be provided. The gross density of the site will exceed 8 units per acre because the proposed building will feature 108 dwelling units, resulting in a total of 57 units per acre. For these reasons, the development is **consistent** with the Urban Medium Land Use policy.*

### Building Types

- Mostly small-scale; 2- and 3-story buildings are common. Developments may go up to 4 stories when located along an arterial street.
- A variety of housing types including small-lot single-unit detached, duplex, townhomes, triplex, quadplex, and appropriately scaled multi-unit buildings create cohesive neighborhoods.
  - Higher intensity multi-unit residential housing would be allowed when parcels are located along and with direct access to an arterial street.
- Architectural and design choices (i.e. front porches, visibility of the front door on the primary structure, avoidance of garage door more prominent than front doors) reinforce the built environment and enhance the area's character and history.
- Public and private spaces (i.e. by the prevalence of porches, recreational roof decks, outdoor dining, etc.) are clearly defined and cultivate a sense of place.
- Mixed-use buildings that include retail, work space, and residences are common.

*The proposed three-story micro-unit apartment building is **consistent** with the Urban Medium Land Use policies because it will be multi-unit building offering a different type of housing that is not present in the area. The height of the proposed development is within the range desired within Urban Medium Land Use areas.*

### Site Design

- The scale and layout of the built environment are conducive to walking.
- Parking is secondary to the movement of people and visibility of destinations.
- Layout of the streets and arrangement of lots should be thoughtfully considered with regards to transitioning between neighboring properties and uses and takes precedence over individual lot design.
- Street trees should form a continuous urban canopy over public areas and rights-of-way.

*Sidewalks are proposed throughout the development to allow for easy pedestrian access to public streets. Parking is secondary to the placement of the buildings on the Site Development Plan. The buildings are placed closer to the streets, separating the parking lot from the street and creating a more pedestrian-friendly walking environment. The street trees planned along College Ave., Hoover St., and Chautauqua Ave. will form an urban canopy in years to come. For these reasons, the development is **consistent** with the Urban Medium Land Use policies.*

### Transportation

- Existing: The type and arrangement of streets means that most trips require a private vehicle to use at least one arterial road. Some of these areas have connections, or potential connections, to the regional trail network. Most areas do not have easy access to varied public transit at this time.

*The development site is located approximately 0.15 miles from three existing bus stops. The development site is also located near West Lindsey Street, which provides bike lanes going east and west. Sidewalks are present along the street frontages. The applicant is proposing the installation of bike racks to further support multi-modal transportation for residents. For these reasons, the project is **consistent** with the Urban Medium Land Use policy.*

### Utility Access

- A full range of utilities should be available. If services are not already in place, they must be extended by the developer during the platting process to be suitable for development. If development occurs adjacent to existing facilities that are determined to be insufficient to meet the demands of the proposed development, the developer must upgrade the existing facilities to enhance the capacity of the utility systems.

*The proposed development has existing water and sewer access. The development is **consistent** with Utility Access policies.*

### Neighborhood and/or Special Area Plans

*This location **is not** within a Neighborhood or Special Planning Area.*

### UTILITIES

### AIM NORMAN PLAN CONFORMANCE

*Proposed development is in accordance with AIM Water and Wastewater Utility Master Plans.*

## **SOLID WASTE MANAGEMENT**

*Proposed development meets requirements for City streets and provides access for solid waste services. Based on the number of units and bedrooms compared with other locations with similar use, a single eight cubic yard with service multiple times per week should be sufficient to serve the proposed development. However, should a single dumpster prove to be insufficient, the developer/owner would be responsible for modifying the solid waste service and configuration necessary to provide the required level of service.*

## **WATER/WASTEWATER AVAILABILITY**

### **Water Availability**

*Adequate capacity within the water system exists to serve the proposed development.*

### **Wastewater Availability**

*Adequate capacity within the wastewater system exists to serve the proposed development.*

## **DISCUSSION:**

The SPUD Narrative proposes eight buildings containing a total of 108 units, along with a companion parking lot and on-street parking providing 109 parking spaces to accommodate the proposed buildings. It also proposes a separate lot containing 28 spaces for a fraternity north of the development. The development site is surrounded by single-family, multi-family, and fraternity/sorority residential uses. While the proposed density is higher than the neighboring single-family uses, the applicant is proposing a new type of housing that is needed and supported by AIM Norman. The micro-units will allow for one- or two-bedroom units close to campus and the Core Area of Norman.

## **CONCLUSION:**

Staff forwards this request for rezoning from R-1, Single-Family Dwelling District, and R-3, Multifamily Dwelling District, to a SPUD, Simple Planned Unit Development District, and Ordinance O-2526-40, for consideration by City Council.

## **PLANNING COMMISSION RESULTS:**

At their meeting on February 12, 2026, the Planning Commission recommended approval of Ordinance O-2526-40 by a vote of 7-0.

O-2526-40

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)

§ 1. WHEREAS, 1107 Chautauqua, LLC, the owners of the hereinafter described property, have made application to have the subject property removed from the R-1, Single-Family Dwelling District, and R-3, Multifamily Dwelling District, and placed in a SPUD, Simple Planned Unit Development; and

§ 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing on February 12, 2026 as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and

§ 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

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

§ 4. That Section 36-201 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the R-1, Single-Family Dwelling District, and R-3, Multifamily Dwelling District, and place the same in a SPUD, Simple Planned Unit Development, to wit:

**R-1 to SPUD:**

1107 and 1111 Chautauqua: (As per Attached Survey)

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, Cleveland County, Oklahoma, more particularly described as follows:

COMMENCING at a found ODOT Brass Cap for the Northwest corner of said Northeast Quarter (NE/4);

Thence S 00°14'05" E along the West line of said Northeast Quarter (NE/4) (Basis of Bearing) a distance of 532.58 feet (532.03 feet - record), said point lies N 00°14'05" W, 2073.19 feet from a found Mag Nail Shaft for the Southwest corner of said Northeast Quarter (NE/4); Thence N 89°45'55" E a distance of 25.88 feet (25 feet - record) to a set Mag Nail with CA4717 Tag for the POINT OF BEGINNING; Thence N 00°22'05" W a distance of 50.07 feet (50 feet - record) to a found 3/8" Iron Pin; Thence N 89°39'43" E a distance of 138.84 feet (138.75 feet - record) to a found 1" Iron Pipe; Thence S 00°39'43" E a distance of 101.18 feet (100 feet - record) to a found 1/2" Iron Pin with CA5313 Cap; Thence N 89°54'26" W a distance of 139.37 feet (138.75 feet - record) to a found 1/2" Iron Pin; Thence N 00°22'05" W a distance of 50.07 feet (50 feet - record) to the POINT OF BEGINNING.

Said tract having an area of 14,001.3 Square Feet or 0.32 Acres, more or less.

**R-3 to SPUD:**

601 Hoover St: (As per County Assessor Record)

6-8-2W .17 AC PRT NW/4 NE/4 BEG 2337.5' W & 582.03' S NE/C NE/4 S52.97' W138.75' N52.97' E138.75' POB

**R-3 to SPUD:**

609 Hoover St: (As per County Assessor Record)

6-8-2W .17 AC PRT NW/4 NE/4 BEG 582.03' S 2476.25' W NE/C E138.75' S52.97' W138.75' N52.97' POB

**R-3 to SPUD:**

1010 College Ave: (As per Existing Short Form Plat)

1010-The Revv, Lot 1, Block 1

- § 5. Further, pursuant to the provisions of Section 36-510 of the Code of the City of Norman, as amended, the following condition is hereby attached to the zoning of the tract:
- a. The site shall be developed in accordance with the SPUD Narrative, Site Development Plan, and supporting documentation, which are made a part hereof.
- § 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

ADOPTED this \_\_\_\_\_ day of  
\_\_\_\_\_, 2026.

NOT ADOPTED this \_\_\_\_\_ day of  
\_\_\_\_\_, 2026.

\_\_\_\_\_  
(Mayor)

\_\_\_\_\_  
(Mayor)

ATTEST:

\_\_\_\_\_  
(City Clerk)



**1107 AND 1111 S. CHAUTAUQUA AVE.  
601 AND 609 S. HOOVER ST.  
1010 S. COLLEGE AVE.  
NORMAN OK  
SIMPLE PLANNED UNIT DEVELOPMENT**

APPLICANT:

**1107 CHAUTAUQUA, LLC**

APPLICATION FOR:  
SIMPLE PLANNED UNIT DEVELOPMENT  
Submitted January 2, 2026  
Revised January 29, 2026  
Revised February 6, 2026

PREPARED BY:

Peacock Design, LLC  
121 S Santa Fe Suite 113  
Norman, OK 73069

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I. **INTRODUCTION**

This Simple Planned Unit Development (the “**SPUD**”) is being submitted for the properties located at 1107 and 1111 S. Chautauqua Avenue, 601 and 609 S. Hoover, and 1010 S. College Ave., Norman, OK (the “**Property**”). The Property consists of five (5) unplatted lots, plus one (1) short form platted lot, that will be combined into two (2) new lots (proposed Lot A and Lot B) through a new Short Form Plat, to be submitted after this zoning request is reviewed by City Council. Currently, the Property has a mix of zonings including: R-1, Single-Family Dwelling District, and R-3, Multifamily Dwelling District. The

parcels to the south and east of the Property are zoned R-3, Multifamily Dwelling District, consisting of Greek housing, rental properties and a duplex, and properties owned by a local church organization. The parcel to the north, located on College Avenue is also Greek housing. The parcel to the north, along Chautauqua, is zoned R-1 and utilized as a co-housing/congregate living structure. The parcel to the north of that is zoned RM-6, Medium-Density Apartment District, consisting of a single-family structure with a garage apartment. The parcels west of the Property across Chautauqua Avenue are zoned R-1, Single-Family Dwelling District. All parcels east of Chautauqua Ave, from Parsons St to Timberdell Rd, including the Property, are designated as Urban Medium in the adopted AIM Norman Comprehensive Land Use Plan. The Property sits directly adjacent to the area recognized as Greek Row, consisting of mostly multi-story fraternities and sororities, or other multi-story housing and one-tenth of a mile from the OU Campus. The Applicant seeks to develop a multifamily residential project on the Property, redeveloping the area and appropriately utilizing it for an essential housing opportunity in Norman, in recognition of the Property's proximity to Campus, while also ensuring compatibility with nearby residential areas. The Applicant will seek to do this through a mix of 660 SF Units and 330 SF Micro-Units, subject to market demand. Micro-units are typically less than 500 square feet and offer housing in urban locations near services, reducing the need for personal vehicles and providing a compact living space for a single-resident prioritizing location over space. Separate from this project, there will also be a new 28 space parking arrangement constructed on the north end of the Property, designated on the attached site plan as Lot B. This new parking area will be for the previously mentioned Greek housing located north of this proposal, on College Avenue.

## **II. PROPERTY DESCRIPTIONS; EXISTING CONDITIONS**

### **A. Location**

The Property is located at 1107 and 1111 S. Chautauqua Avenue, 601 and 609 S. Hoover St., and 1010 S. College Ave., Norman, Oklahoma.

### **B. Existing Land Use and Zoning**

The Property is currently zoned R-1, Single-Family Dwelling District and R-3, Multifamily Dwelling District. As noted above, the majority of neighboring lots on this block are already zoned for increased density, such as the existing R-2, Two-Family Dwelling District, R-3, Multifamily Dwelling District and RM-6, Medium-Density Dwelling District. The Property is currently designated on AIM Norman as Urban Medium. Through the adoption of the new Comprehensive Plan, AIM Norman, the intent for this area is to continue to increase the overall density. This Urban Medium designation states that; Gross densities in any single development should be greater than 8 units per acre. 3-story buildings are common. Developments may go up to 4 stories when located along an arterial street. Higher intensity multi-unit residential housing would be allowed when parcels are located along and with direct access to an arterial street. Parking is secondary to

the movement of people and visibility of destinations. Lower intensity residential uses are not appropriate along arterial streets and should be located behind higher intensity residential.

**C. Elevation and Topography; Drainage**

The Property gently slopes southwest. No portion of the Property is in the FEMA 100-year flood plain or the WQPZ. The Applicant will utilize low impact development techniques (“LIDs”) and best management practices (“BMPs”) in the development of the Property to control stormwater runoff.

**D. Utility Services**

The necessary utility services for this project are already located on or near the Property as the entirety of the Property is or has been previously developed.

**E. Fire Protection Services**

Fire protection services are as provided by the City of Norman Fire Department and per the City of Norman regulations for such. If required, fire hydrants will be installed on or near the Property in compliance with the applicable provisions of Norman’s fire and building codes.

**F. Traffic Circulation and Access**

There are currently two access points on Chautauqua Avenue, one access point on Hoover Street, and two access points on College Avenue, from a prior development. These access points will be combined into a single access point on Hoover Street, and two access points on College Avenue, as shown on the site development plan EXHIBIT A.

**G. Fencing**

The Property currently has 6’ stockade fences on the shared north/south property line. There is an existing 4’ chain link fence separating some of the parcels, which will be eliminated with the planned development.

**III. DEVELOPMENT PLAN AND DESIGN CONCEPT**

The Property shall be developed in conformance with the Site Development Plan, attached hereto as **EXHIBIT A**, subject to final design development and the changes allowed by Section 36-510 of the City of Norman’s Municipal Code, as may be amended from time to time. The exhibits attached hereto are incorporated herein by reference.

**A. Uses Permitted**

This SPUD will retain the Property's existing allowable uses for R-1, Single Family Dwelling District and R-3, Multifamily Dwelling District A list of the proposed allowable uses for the Property is attached hereto as EXHIBIT B. The multifamily structures planned on the Property shall contain a base unit count of 108. As planned, the development will consist of a mix of approximately 660 SF Units, and approximately 330 SF Micro-Units, subject to market demand. The dwelling units will be arranged in a 2 1/2-story building configuration along Chautauqua Ave and Hoover St. The dwelling units will be arranged in a 3 1/2-story building configuration along College Ave. The Property shall include associated parking and landscaping, as shown on the Site Development Plan.

**B. Area Regulations**

North Setback: The project will maintain a 5' setback from the Northwest property line as shown on the Site Development Plan.

South Setback: The project will maintain a 10' setback from the South property line as depicted on the Site Development Plan.

East Setback: The project will maintain an 8' setback from the East property line as shown on the Site Development Plan.

West Setback: The project will maintain a 20' setback from the West property line as depicted on the Site Development Plan.

**C. Open Space / Impervious Coverage**

The impervious area for the Property shall not exceed 85%. Additionally, the Applicant will utilize low impact development techniques ("LIDs") and best management practices ("BMPs") in the development of the Property. The locations and types of LIDs and BMPs are subject to modification during final site development. The open space for the Property shall be as shown on the Site Development Plan, at a minimum quantity of approximately 12,285 SF or 15% of the total site.

**D. Traffic access/circulation/sidewalks**

Primary vehicular access to the Property will be provided from College Avenue on the east side of the Property, along with an access point on the south side of the Property at Hoover St. Pedestrian circulation will be provided through internal walkways connecting parking areas to building entrances. New sidewalks will be installed along street frontages as required. All sidewalks to be ADA compliant.

**E. Landscaping/Tree Preservation**

The landscaping areas depicted on the Site Development Plan will be developed as shown. The Applicant proposes nine (9) trees along the southern boundary of the Property, four (4) trees along the western boundary of the Property, and thirteen (13) trees along the eastern boundary of the Property. The Applicant proposes other trees to be located internal to the development along parking, sidewalk, and other public use areas. The Applicant proposes shrubs and ornamental grasses around the perimeter of the buildings, as shown on the Site Development Plan.

**F. Signage**

If the Property is developed as a multi-family residential building pursuant to this SPUD, the Property may feature signage that complies with the City of Norman's sign code for medium density residential uses, as may be amended from time to time.

**G. Lighting**

The Applicant shall meet the City of Norman's Commercial Outdoor Lighting Standards, as amended from time to time. All exterior lighting, not including landscape or accent lighting, shall be downcast and designed to minimize glare and light trespass. The Property will endeavor to utilize low level and/or shielded directional LED lighting in the parking areas, to the extent reasonably feasible to maintain appropriate level of lighting for safe pedestrian and vehicular use.

**H. Fencing**

The Property will feature a new six (6') foot tall solid opaque fence along the shared property lines of all neighboring parcels, which may be allowed to tier down to three (3') tall within twenty (20') of the street-side property line. There will be a 24" tall landscaping barrier on the property line at Chatauqua, with pedestrian access openings at each entry sidewalk. There will be no fencing required adjacent to the new multi-family structure forward of the parking lot. There will be no fencing required between lots which are to be adjoined via this development.

**I. Height**

Height shall be two and one-half (2 ½) stories along Chatauqua and Hoover. Height shall be three and one-half (3 ½) stories along College, depicted in the building elevations submitted with this SPUD.

**J. Parking**

The development provides one hundred and thirty-seven (137) total parking spaces across both proposed lots and on-street parking. Proposed Lot A will contain the multi-family development and will have eighty-eight (88) parking spaces. Proposed Lot B will contain twenty-eight (28) parking spaces. There will be an additional twenty-one (21) on-street parking spaces constructed as part of the development.

The applicant designed the site with 88 Lot A spaces and 21 on-street spaces, for a total of 109 parking spaces to serve the 108 base unit count of the multifamily development, citing the property's proximity to the University of Oklahoma campus, the existing sidewalks and the planned installation of additional bicycle racks to access campus. These measures are intended to encourage and support multi-modal transportation options for residents, and encourage residents to opt out of owning a personal car on-site, instead utilizing public transit, rideshares, or pedestrian modes of transportation. There are two (4) bike racks required for this Property, and the Applicant is providing eight.

**K. Sanitation**

Commercial dumpster service will be utilized for this site, with the dumpster location shown on the Site Development Plan.

**L. Exterior Materials**

Exterior materials of the building to be constructed on the Property will be 75% brick veneer as shown on the Elevations submitted with this Project. Accents for the building may be glass, stone, synthetic stone, stucco, EIFS, masonry, metal accents, composition shingles, synthetic slate shingles, metal roofs, or other comparable roofing materials, and any combination thereof.

**M. Noise and Outdoor Speakers**

Noise generated on any property within the SPUD shall comply with the City of Norman Noise Ordinance, amended from time to time, except as expressly modified herein.

Noise levels shall not exceed the following limits when measured at the property line of the nearest residentially occupied structure:

- a. **60 dBA** between **7:00 a.m. and 9:00 p.m.**
- b. **50 dBA** between **9:00 p.m. and 7:00 a.m.**

Impulsive, repetitive, tonal, or amplified noise that constitutes a nuisance may be subject to enforcement regardless of measured decibel level.

Mechanical equipment, including HVAC units, generators, and compressors, shall:

- a. Be screened from public view and adjacent residential uses; and
- b. Be located to minimize off-site noise impacts.

Upon documented, recurring violations, the Planning Director may require submission and implementation of a noise mitigation plan.

Outdoor speakers, public address systems, and amplified sound are **prohibited**, unless expressly authorized by this SPUD.

Where expressly authorized:

- a. Outdoor amplified sound shall be limited to the hours of **10:00 a.m. to 8:00 p.m.**
- b. Speakers shall be oriented inward toward the site and away from residential properties.
- c. Sound levels shall comply with City of Norman Noise Ordinance.

Temporary amplified sound associated with special events may be permitted administratively, subject to:

- a. Time and duration limits;
- b. Advance notice to adjacent property owners; and
- c. Compliance with all applicable City event permitting requirements

#### **N. Yard-Parking (Non-Game Days)**

Parking of vehicles on grass, landscaped areas, or unpaved surfaces is **prohibited** at all times, except as expressly authorized for designated game days or special events.

On non-game days, vehicles shall be parked only in:

- a. Approved parking lots;
- b. Driveways; or
- c. Street Parking

Where event-related yard parking is expressly authorized:

- a. Parking shall be temporary and removed immediately following the event;
  - b. Turf-protection measures shall be used if applicable; and
  - c. Sidewalks, fire lanes, and access to adjacent properties shall remain unobstructed.
- Event-related parking privileges may be revoked upon repeated violations.

#### **O. Yard Games**

Yard games and outdoor recreational activities shall be permitted subject to the standards listed herein. Permitted activities include non-motorized, non-amplified recreational games such as cornhole, bocce, ladder toss, frisbee, and similar low-impact activities. Yard games shall be limited to residents, guests, or patrons

lawfully present on the site, and should occur within internal green spaces of the site whenever possible.

The following are **prohibited**:

a. Organized tournaments or competitive events open to the general public; Motorized equipment; Permanent or semi-permanent structures; and Amplified sound or public address systems.

Hours of operation shall be limited to:

a. **12:00 p.m. to 9:00 p.m.**, Sunday through Thursday; and  
b. **9:00 a.m. to 10:00 p.m.**, Friday and Saturday.

All equipment shall be temporary and removed when not in use, and shall not create a trash or visual nuisance. Yard games shall occur only on private property within the SPUD; Not encroach into public rights-of-way, sidewalks, fire lanes, or required parking; and maintain a minimum 10-foot setback from adjacent residential property lines unless otherwise screened. Yard games shall comply with City of Norman Noise Ordinance, as amended from time to time. Yard games shall not be conducted for commercial purposes, entry fees, promotions, or regularly scheduled public events without separate approval.

**P. Trash, Recycling, and Resident-Generated Litter**

This Section shall apply only to **trash, recycling, and litter generated or left by residents of the SPUD and their invited guests.**

Responsibility for compliance with this Section shall rest with:

a. The **Property Owners' Association (POA)**, if established; or  
b. A **property management company** retained by the POA or property owner; or  
c. The **property owner**, in the absence of a POA or property management company.

The POA and/or property management company shall be responsible for ensuring that resident-generated trash, recycling, and litter are:

a. Properly contained and stored;  
b. Collected and removed on a regular basis; and  
c. Managed in a manner that prevents accumulation, odor, leakage, or vermin.

All resident trash and recycling containers shall be:

a. Fully enclosed within a permanent structure constructed of materials consistent with the principal building; or  
b. Screened by masonry walls with opaque gates.

Resident trash and recycling enclosures shall not be located:

a. Between a building and a public street; or  
b. Adjacent to residential uses without additional screening or buffering.

Resident-generated trash, recycling, and litter shall be managed such that loose refuse or bulk items are not visible from public rights-of-way or adjacent properties, and containers are not overfilled or left unsecured.



**EXHIBIT B**  
Allowable Uses

- Single-Family Residential
- Multi-Family Residential
- Micro-Unit Residential
- Short Term Rental
- Accessory Dwelling Units
- Parking

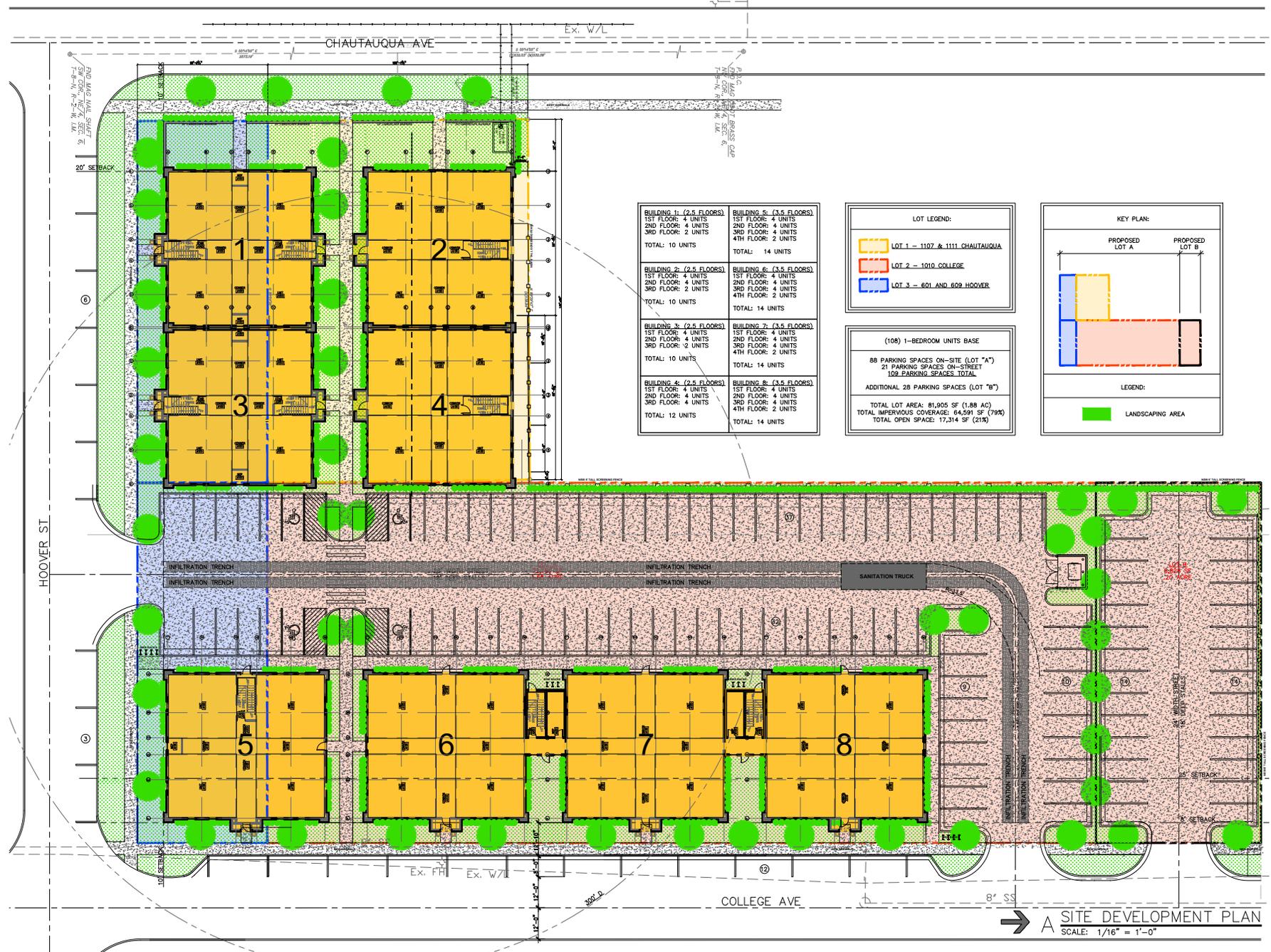
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NEW PROJECT PLANS FOR:  
**CHAUTAQUA, HOOVER, COLLEGE**  
 NORMAN, OK 73069

JOB # : 0429 - 009  
 DATE : 1\_29\_2026  
 SCALE : AS SHOWN  
 SHEET NAME :  
 SHEET # : A1.1  
 REVISION # : X

2426 N Classen Blvd  
 Oklahoma City, OK 73106  
 (405)577-2804  
 www.PEACOCKDESIGN.com

CERTIFICATE OF AUTHORIZATION:  
 #6509 EXP: JUNE 30, 2027  
 #03172 EXP: JUNE 30, 2027



**A SITE DEVELOPMENT PLAN**  
 SCALE: 1/16" = 1'-0"

**Applicant:** 1107 Chautauqua, LLC

**Project Location:** 1107 and 1111 S. Chautauqua Avenue, 601 and 609 S. Hoover Street, and 1010 S. College Avenue

**Case Number:** PD26-2

**Time:** 6:00 p.m.

**Applicant Representative:**  
Matt Peacock

**Attendees:**  
Michael D. Carter  
Barbara O'Brien  
John Coffman  
Sara Wallace Boyd  
Fred Schmidt  
Judy Hatfield  
Helen Grant

**City Staff:**  
Logan Gray, Planner II  
Lora Hoggatt, Planning Services Manager  
Beth Muckala, Assistant City Attorney III

**Application Summary:**  
The applicant requests a rezoning from the R-1, Single-Family Residential District, and R-3, Multifamily Dwelling District, to a SPUD, Simple Planned Unit Development, to allow for a multifamily residential development.

**Neighbor's Comments/Concerns/Responses:**  
Several neighboring residents were in attendance and asked questions related to the project. The primary concern raised by attendees was the amount of additional cars and traffic this project would produce. The applicant stated a traffic analysis has been conducted and he is confident the development will not exacerbate traffic issues. Further discussion around traffic included questions about the development's available parking. Some attendees felt that the proposed parking facilities were inadequate, and this would take up available on-street parking in the surrounding neighborhoods. Another attendee asked if each unit would be allotted one space, to which Mr. Peacock responded that this is not currently in the SPUD regulations, but could explore that possibility. An attendee asked how many residents would live in the development. Mr. Peacock said that the intent is for each unit to be single occupancy, but he cannot control how many people live in a unit. Concerns about noise were raised, and Mr. Peacock said that he would consider adding noise regulations to the SPUD.





HALL BOOTH SMITH, P.C.  
ATTORNEYS AT LAW

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mdcarter@hallboothsmith.com

6301 Waterford Boulevard  
Suite 200  
Oklahoma City, OK 73118

Office: 405.513.7111  
Fax: 405.768.1414  
www.hallboothsmith.com

February 9, 2026

Norman Planning Commission  
225 N. Webster Ave.  
Norman, OK 73069

FILED IN THE OFFICE  
OF THE CITY CLERK  
ON 02/09/26-XW

To Members of Norman Planning Commission:

The property owners at 1124 Chautauqua Avenue, Michael D. Carter and Barbara O'Brien, protest in writing Item Number 3 on the Planning Commission's 2/12/26 Agenda, concerning "Chautauqua-Hoover-College Rezoning".

The updated plan of the developer is significantly different from and much larger than the original plan to develop 1107-1109 Chautauqua. The largest part of the property utilized under the revision is already zoned to accommodate the developer's plan; however, rezoning of 1107 and 111 Chautauqua from R-1 to SPUD is still necessary to complete it.

We believe the rezoning request should be rejected or postponed for the following reasons, including but not limited to:

1. The revised project is improved by being more "university-facing" than "neighborhood facing." However, significant frontage still exists along the east side of Chautauqua Avenue. To reinforce the university-facing aspect of this project, a 6-foot wall should be built along Chautauqua, clearly separating the project from the neighborhood. This would create no aesthetic issue since nearly all of the east side of Chautauqua from Lindsey to Timberdell is already lined with street-facing fences and parking lots.
2. The project remains inadequately provisioned with parking. The new parking lot next to Lambda Chi, which is proposed as possible parking for the development, will be used entirely by Lambda Chi until and unless that fraternity goes under. We remain concerned that overflow parking will naturally migrate to Hoover and Wilson streets, already clogged with Press & Plow traffic. A wall at Chautauqua would help discourage use of Wilson and Hoover by the residents.
3. The project proposed is an owner-occupied condo development, which is preferable to student rentals. We remain concerned as to the method by which this status can be guaranteed.

OKLAHOMA CITY

HALL BOOTH SMITH, P.C.

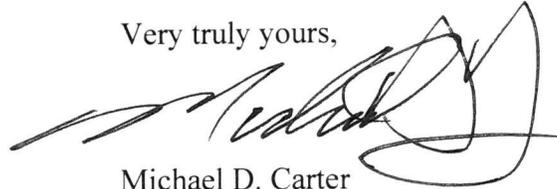
Norman Planning Commission  
February 9, 2026  
Page 2

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4. We remain wary of the rezoning of these two lots from R-1 to SPUD creating a domino effect not only for additional mini-dorm development at 1105, 1109, and 1023 Chautauqua, but that landlords on the west side of Chautauqua might attempt to take advantage of a precedent for rezoning their own R-1 properties when they see what the developer undoubtedly hopes will be a successful, money-making project.

In sum, we request the planning commission deny this application or postpone it until additional details and agreements regarding SPUD provisions can be negotiated with the developer.

Very truly yours,



Michael D. Carter  
Barbara O'Brien  
1124 Chautauqua Avenue

February 10, 2026

City of Norman

Planning and Development Center  
201 W. Gray, Suite B  
Norman, OK 73069

FILED IN THE OFFICE  
OF THE CITY CLERK  
ON 02/10/26-XW

RE: SPUD Application PD26-2 by 1107 Chautauqua, LLC

Dear Members of the Norman Planning Commission and Norman City Council,

We, as members of the congregational council of University Lutheran Church and Student Center (ULCSC) located at 914 Elm Avenue, write to list our concerns with the proposal for SPUD Application PD26-2 as it has been presented to us at this time.

From its conception in 1963, ULCSC has been a part of ministering to and serving the University of Oklahoma and Norman community from this location. Our membership consists of university students, professors, professionals, caregivers, and families from across Norman and the surrounding communities.

We acknowledge that Norman, like many places, has a relative lack of “missing middle” housing. We understand that a condominium project on the subject property has the opportunity to afford our neighbors additional housing options and have no issues with condominium units as part of the transitional area between the University and the surrounding neighborhoods.

As of the date of this letter, ULCSC has received an 8 ½”x11” Site Development Plan that was attached to the Pre-Development meeting letter from the City of Norman. We also received a copy of the Preliminary Draft of SPUD Narrative that was received through a public information request to the City of Norman. There are inconsistencies between the Site Plan and Narrative and due to the preliminary nature of the documents there appears to be a lack of definition of key components and compliance with the Standards of Development.

The following comments are based on the Site Development Plan presented by Peacock Design and provided to ULCSC in conjunction with the notice for a pre-development meeting on January 22, 2026, which was attended by a ULCSC representative.

The density proposed for the site creates a series of related issues. Among these are building height, building setbacks, parking, storm water management/runoff and detention, compatibility with the existing character of the surrounding area, fire department access, and green/open space.

### Building Height

The site plan shows three of the eight proposed buildings at four floors in height. The 2.5 block area between the largely single-family development style west of Chautauqua Ave. and the University of Oklahoma campus and residence halls is a textbook example of a transitional district. In this area, the Lambda Chi Alpha building is three stories, and the remainder of the buildings are two or fewer stories. Directly north and south from the site, there are some additional fraternity and sorority houses which are three stories, but nothing as tall as four stories. The comparable straight zoning districts for the area do not enable four-story structures. **We request that the buildings be reduced to a maximum of three stories in height.**

### Parking

The site proposes 88 off-street parking spaces in Lot A for use by the proposed dwelling units, 28 off-street parking spaces with a separate street access that are for the adjacent fraternity house to the north, and the use of 11 recessed on-street spaces on College Ave. and nine on-street spaces on Hoover Ave. The street spaces are consistently full during the academic year. While we think that the provision of recessed spaces is beneficial for the flow of traffic on College Ave., **it is not reasonable that any of the on-street public parking spaces can be considered as attributable to this project.**

Considering the 108 proposed units, and the proposed size of units at 660 square feet each, we believe it a reasonable assumption that none of the units will have more than two residents. This project is targeted toward young professionals, based on the presentation at the pre-development meeting.

According to 2024 American Community Survey data for Norman, 82.0% of workers journey to work in a car, truck, or van. Of the 35,624 households in Norman which have two or fewer residents, 22.65% have two workers in the household (2024 American Community Survey, 5-year estimates for Norman, OK). Based on these statistics, this 108-unit site would have approximately 108.62 cars utilized for work, before considering people who may work from home or utilize another means to get to work but may have vehicles to get them to other amenities in Norman or the surrounding areas.

### Impermeable Surface

Between the parking area and the roofed structures, the site plan shows a 78% lot coverage with impermeable surfaces. This far exceeds comparable standards in any residential district and results in minimal open green space to contribute to the areas character. The plan also does not allow for adequate stormwater drainage and percolation.

While ULCSC acknowledges that the technical engineering component to the project is not the subject of a zoning case; we respectfully request that a study be presented that meets the City of Norman’s engineering standards, and that it include the minimum necessary for development with this SPUD. We also believe that some form of accommodation is reasonable to provide additional green space, such as the provision of larger setbacks or a decrease in the building area.

In summary, ULCSC concerns are:

- Building heights and setbacks on College Avenue
- Inadequate parking
- The high percentage of impervious site coverage
- The density of the development; ratio of total building square footage to total land area
- That the development degrades the residential character of the neighborhood and is not compatible or harmonious with the adjacent land uses.

As concerned neighbors, we know that it is not our place to regulate the construction of this, or any other project which may occur on this site. However as a serving member of our community, we have an obligation to provide insight on this neighborhood site and project.

The Council of ULCSC is not opposed to the provision of condominium units at this site. We respectfully request that the concerns discussed in this letter are addressed and that a solution is found to meet the letter and spirit of the Code of the City of Norman.

Thank you for your time, and for your commitment to our shared community. We appreciate the opportunity to provide input during the planning process for this project and with God’s grace will continue to serve Norman for years to come.

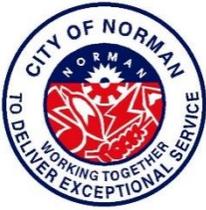
Respectfully,

University Lutheran Church and Student Center (ULCSC)

Contact: Tyler Smith, 405-602-9728



Title: President



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 2/12/2026

**REQUESTER:** 1107 Chautauqua, LLC

**PRESENTER:** Lora Hoggatt, Planning Services Manager

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-40: 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)

<b>APPLICANT/REPRESENTATIVE</b>	1107 Chautauqua, LLC/Peacock Design
<b>LOCATION</b>	1107-1111 Chautauqua, 601-615 Hoover Street, and 1010-1030 College Avenue
<b>WARD</b>	7
<b>CORE AREA</b>	Yes
<b>EXISTING ZONING</b>	R-1, Single-Family Dwelling District, and R-3, Multifamily Dwelling District
<b>EXISTING LAND USE DESIGNATIONS</b>	Urban Medium
<b>CHARACTER AREA</b>	No designation
<b>PROPOSED ZONING</b>	SPUD, Simple Planned Unit Development
<b>PROPOSED LAND USE</b>	No Change

**REQUESTED ACTION**

Rezone to a SPUD to allow for a multifamily development

**SUMMARY:**

The applicant, 1107 Chautauqua, LLC, is requesting a rezoning from R-1, Single-Family Dwelling District, and R-3, Multifamily Dwelling District, to a SPUD, Simple Planned Unit Development. The proposed rezoning will allow for the development of multifamily residential buildings.

**EXISTING CONDITIONS:**

**SIZE OF SITE:** 1.88 acres

**SURROUNDING PROPERTIES**

	Subject Property	North	East	South	West
Zoning	R-1 & R-3	R-1 & R-3	R-3 & O-1	R-3	R-1
Land Use	Urban Medium	Urban Medium	Urban Medium	Urban Medium	Urban Low
Current Use	Residential (Single- and Two-Family) & Vacant	Residential (Single-Family) & Fraternity House	Residential (Single- and Two-Family) & Church Parking Lot	Fraternity House	Residential (Single-Family)

**ZONING DESIGNATIONS**

**R-1, Single-Family Dwelling District**

This residential district is intended for single-family detached development, including accessory dwelling units and other accessory structures. Other uses compatible with single-family residential development are also allowed. Developments in this zoning district should have access to City services and be located in the urbanized area.

**R-3, Multifamily Dwelling District**

The R-3 district is designed to allow for higher densities of residential development. Bulk standards and development regulations in this district have been designed to promote compatibility with adjacent residential uses of lower densities.

**LAND USE DESIGNATION**

**Urban Medium**

Fairly compact, walkable pattern of moderate urban development with variety in housing types. Allowances for commercial and recreational activities designed for community-wide access. Moderate to low building spacing and separation of uses, with pockets of mixed-use development.

Medium-intensity strives for more residential than non-residential uses at compatible densities and scales, with opportunities for more intense master planned developments. Gross densities in any single development should be greater than 8 units per acre.

## **CHARACTER AREA DESIGNATION**

### **No Character Area Assigned**

No Character Area was assigned to this area under the AIM Norman Comprehensive Land Use Plan.

## **NEAREST PUBLIC PARK**

There are two parks located approximately one mile from the proposed development site. Lion's Park is located approximately 0.7 miles north of the development site. Walnut Ridge Park is located approximately 1.1 miles south of the development site. Each of these parks can be accessed using existing sidewalks.

## **PROCEDURAL REQUIREMENTS:**

### **PRE-DEVELOPMENT:**

**PD26-2**

**January 22, 2026**

Several neighboring residents were in attendance and asked questions related to the project. The primary concern raised by attendees was the amount of additional cars and traffic this project would produce. The applicant stated a traffic analysis has been conducted and he is confident the development will not exacerbate traffic issues. Further discussion around traffic included questions about the development's available parking. Some attendees felt that the proposed parking facilities were inadequate, and this would take up available on-street parking in the surrounding neighborhoods. Another attendee asked if each unit would be allotted one space, to which Mr. Peacock responded that this is not currently in the SPUD regulations, but could explore that possibility. An attendee asked how many residents would live in the development. Mr. Peacock said that the intent is for each unit to be single occupancy, but he cannot control how many people live in a unit. Concerns about noise were raised, and Mr. Peacock said that he would consider adding noise regulations to the SPUD.

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

The subject property does not require a preliminary plat and, therefore, is not subject to review by the Board of Parks Commissioners.

### **REVIEW COMMENTS:**

This application was submitted to the following agencies, departments, and/or divisions for review and comment. An asterisk (\*) indicates that the agency, department, and/or division responded with review comments "inconsistent" with AIM Norman Plan. Items italicized and blue in these sections represent City Staff analysis.

### **CITY DEPARTMENTS**

1. Fire Department
2. Building Permitting Review
3. Public Works/Engineering
4. Transportation Engineer
5. Planning
6. Utilities

## **FIRE DEPARTMENT**

*Additional construction details are required to determine fire hydrant requirements and fire lane specifications for the proposed building(s). These items will be addressed during the building permit stage. For details, view the City of Norman Ordinances and adopted 2018 ICC codes as amended by OUBCC including IFC Appendices B, C, and D.*

## **BUILDING REVIEW**

*Building codes and all applicable trades will be addressed at the building permit stage.*

## **PUBLIC WORKS/ENGINEERING**

*A Short Form Plat will be required for the property if this zoning request is approved by City Council. The detention for this site will be handled by infiltration trenches that will need to be conveyed in a drainage easement.*

## **TRANSPORTATION ENGINEER**

*The proposed multi-family residential development would be expected to generate approximately one-quarter of the 100 vehicles per hour that is typically used as the threshold to initiate the request for a full traffic impact analysis. The traffic generated by the proposed development would have minimal impacts on the surrounding intersections and streets and no traffic related issues are anticipated. Based on the results of the trip generation and site plan evaluation, no traffic control or geometric roadway improvements are recommended as a result of the proposed development.*

## **PLANNING**

### **ZONING DESIGNATION**

#### **SPUD, Simple Planned Unit Development**

It is the intent of this section to encourage developments with a superior built environment brought about through unified development and to provide for the application of design ingenuity in such developments while protecting existing and future surrounding areas in achieving the goals of comprehensive plan of record. In addition, the SPUD provides for the following:

- Encourage efficient, innovative use of land in the placement and/or clustering of buildings in a development and protect the health, safety and welfare of the community.
- Contribute to the revitalization and/or redevelopment of areas where decline of any type has occurred. Promote infill development that is compatible and harmonious with adjacent uses and would otherwise not be an area that could physically be redeveloped under conventional zoning.
- Maintain consistency with the City's zoning ordinance, and other applicable plans, policies, standards and regulations on record.
- Approval of a zone change to a SPUD adopts the master plan prepared by the applicant and reviewed as a part of the application. The SPUD establishes new and specific requirements for the amount and type of land use, residential densities, if appropriate, development regulations and location of specific elements of the development, such as open space and screening.

*The applicant requests a SPUD, Simple Planned Unit Development, to gain flexibility in use,*

*design, and development standards, which are not possible under the current zoning designations. The proposal promotes innovative use of the land to increase density and a use that is compatible with the surrounding areas. For these reasons, the proposal is **consistent** with the purpose of a SPUD.*

### Uses Permitted

- The proposed uses of the site are listed in Exhibit B, Allowable Uses. The list includes multi-family residential, micro-unit residential, single-family residential, short-term rentals, and accessory dwelling units.

*The applicant proposes a micro-unit apartment development with 108 units. The area to the west of the subject property is primarily single-family, including a small number of accessory dwelling units. To the north, east, and south of the property are single-family, two-family, and institutional uses, as well as multiple fraternity and sorority houses. These fraternities and sororities are a higher density use, housing approximately 75-100 people each. The proposed use is **consistent** with the surrounding area.*

### Area Regulations

- North Setback: The project will maintain a 5' setback from the Northwest property line as shown on the Site Development Plan.
- South Setback: The project will maintain a 10' setback from the South property line as depicted on the Site Development Plan.
- East Setback: The project will maintain an 8' setback from the East property line as shown on the Site Development Plan.
- West Setback: The project will maintain a 20' setback from the West property line as depicted on the Site Development Plan.

*The surrounding properties require a 25' front setback, 5' side setback (10' for three stories), and 20' rear setback. Though many of the surrounding structures were built before the adoption of a zoning ordinance, most comply with these setbacks. The area regulations of the proposal are **inconsistent** with the setbacks of the surrounding area. However, to best utilize the property, in alignment with the goal for increased density, meeting the setbacks of the surrounding area would be difficult. All development will be reviewed for compliance with the SPUD Narrative at the building permit stage.*

### Height Regulations

- The SPUD Narrative proposes two and a half stories along Chautauqua and Hoover and three and a half stories along College.

*The surrounding area includes buildings up to three stories in height. The proposal is **consistent** with the height of structures in the surrounding area.*

### Landscaping

- Landscaping will be provided as shown on the Site Development Plan.

*The applicant is proposing landscaping which does not meet all the requirements of the City's landscaping ordinance. The City's ordinance would require a 5' landscape buffer between the parking area on the west side of the site and the adjacent residential uses. The applicant is*

*proposing a 2' buffer with no trees. The applicant is requesting the reduced buffer in order to accommodate more parking on the site and this parking area abuts the rear yard of the adjacent property with a 6' opaque fence as screening. While the applicant is not meeting all of the peripheral landscaping requirements, the proposed landscaping is **consistent** with the surrounding area due to the provided street trees, shrubbery/hedge, and ground cover.*

## **Parking**

- The applicant proposes 137 total parking spaces across both proposed lots and on-street (public) parking. Twenty-one of these spaces will be on-street parking spaces. Twenty-eight spaces are reserved on Lot B for the fraternity to the north of this development. Eight bicycle racks will be provided.

*The applicant proposes 88 spaces on Lot A, 28 spaces on Lot B, and 21 on-street parking spaces. Lot B spaces will be used by the existing fraternity to the north of the subject tract. The 21 on-street (public) spaces cannot be reserved for the use of the residents of the proposed development. The 12 spaces along College Ave. will be cut-back parking the developer will install. The nine spaces along Hoover Ave. will not be striped; they are depicted on the Site Development Plan to demonstrate how many cars can be parked in this area. Eighty-eight spaces will be reserved for the tenants of the proposed development on Lot A. Four bicycle racks would be required for this development but the applicant is proposing to include eight. The City's parking ordinance does not have a required number of spaces for multifamily development. Due to the fact that the Zoning Ordinance does not have a requirement for parking for multifamily uses, the proposed development is **consistent** with the surrounding area.*

## **Lighting**

- All exterior lighting shall meet the regulations of Section 36-549, Commercial Outdoor Lighting Standards, as amended from time to time.

*Lighting within the development will be **consistent** with applicable City regulations and the surrounding area.*

## **Signage**

- Signs within the proposed development shall comply with the applicable regulations of Chapter 28, Sign Regulations, for medium density residential uses, as amended from time to time.

*Any signage within the proposed development will be **consistent** with the signage in the surrounding area. The nearby fraternities and sororities also follow medium density residential signage regulations.*

## **Screening**

- The applicant is proposing a 6' opaque fence along the shared property lines of neighboring parcels.

*The proposed development will be **consistent** with the City's screening regulations and the surrounding area. City ordinances require that multifamily uses be separated from single- and two-family uses.*

## Open Space

- The applicant proposes 85% impervious surface for the development.

*Development surrounding the subject property is required to stay within the 65% impervious coverage allowance. The proposed development is planned at 85% impervious surface, which is **inconsistent** with the surrounding area. The applicant has proposed infiltration trenches to mitigate stormwater runoff.*

## COMPREHENSIVE PLAN CONSIDERATIONS

### Character Area Policies

*No Character Area was assigned to this property under the AIM Norman Comprehensive Plan.*

### Land Use Development Policies

#### Urban Medium (UM) Policies

- Fairly compact, walkable pattern of moderate urban development with variety in housing types. Allowances for commercial and recreational activities designed for community-wide access. Moderate to low building spacing and separation of uses, with pockets of mixed-use development.
  - Medium-intensity strives for more residential than non-residential uses at compatible densities and scales, with opportunities for more intense master planned developments.
  - Gross densities in any single development should be greater than 8 units per acre.

*The proposed development will only include residential uses. Internal walkways connecting to the sidewalks along public streets will be provided. The gross density of the site will exceed 8 units per acre because the proposed building will feature 108 dwelling units, resulting in a total of 57 units per acre. For these reasons, the development is **consistent** with the Urban Medium Land Use policy.*

### Building Types

- Mostly small-scale; 2- and 3-story buildings are common. Developments may go up to 4 stories when located along an arterial street.
- A variety of housing types including small-lot single-unit detached, duplex, townhomes, triplex, quadplex, and appropriately scaled multi-unit buildings create cohesive neighborhoods.
  - Higher intensity multi-unit residential housing would be allowed when parcels are located along and with direct access to an arterial street.
- Architectural and design choices (i.e. front porches, visibility of the front door on the primary structure, avoidance of garage door more prominent than front doors) reinforce the built environment and enhance the area's character and history.
- Public and private spaces (i.e. by the prevalence of porches, recreational roof decks, outdoor dining, etc.) are clearly defined and cultivate a sense of place.
- Mixed-use buildings that include retail, work space, and residences are common.

*The proposed three-story micro-unit apartment building is **consistent** with the Urban Medium Land Use policies because it will be multi-unit building offering a different type of housing that is not present in the area. The height of the proposed development is within the range desired within Urban Medium Land Use areas.*

### Site Design

- The scale and layout of the built environment are conducive to walking.
- Parking is secondary to the movement of people and visibility of destinations.
- Layout of the streets and arrangement of lots should be thoughtfully considered with regards to transitioning between neighboring properties and uses and takes precedence over individual lot design.
- Street trees should form a continuous urban canopy over public areas and rights-of-way.

*Sidewalks are proposed throughout the development to allow for easy pedestrian access to public streets. Parking is secondary to the placement of the buildings on the Site Development Plan. The buildings are placed closer to the streets, separating the parking lot from the street and creating a more pedestrian-friendly walking environment. The street trees planned along College Ave., Hoover St., and Chautauqua Ave. will form an urban canopy in years to come. For these reasons, the development is **consistent** with the Urban Medium Land Use policies.*

### Transportation

- Existing: The type and arrangement of streets means that most trips require a private vehicle to use at least one arterial road. Some of these areas have connections, or potential connections, to the regional trail network. Most areas do not have easy access to varied public transit at this time.

*The development site is located approximately 0.15 miles from three existing bus stops. The development site is also located near West Lindsey Street, which provides bike lanes going east and west. Sidewalks are present along the street frontages. The applicant is proposing the installation of bike racks to further support multi-modal transportation for residents. For these reasons, the project is **consistent** with the Urban Medium Land Use policy.*

### Utility Access

- A full range of utilities should be available. If services are not already in place, they must be extended by the developer during the platting process to be suitable for development. If development occurs adjacent to existing facilities that are determined to be insufficient to meet the demands of the proposed development, the developer must upgrade the existing facilities to enhance the capacity of the utility systems.

*The proposed development has existing water and sewer access. The development is **consistent** with Utility Access policies.*

### Neighborhood and/or Special Area Plans

*This location is **not** within a Neighborhood or Special Planning Area.*

### UTILITIES

### AIM NORMAN PLAN CONFORMANCE

*Proposed development is in accordance with AIM Water and Wastewater Utility Master Plans.*

## **SOLID WASTE MANAGEMENT**

*Proposed development meets requirements for City streets and provides access for solid waste services. Based on the number of units and bedrooms compared with other locations with similar use, a single eight cubic yard with service multiple times per week should be sufficient to serve the proposed development. However, should a single dumpster prove to be insufficient, the developer/owner would be responsible for modifying the solid waste service and configuration necessary to provide the required level of service.*

## **WATER/WASTEWATER AVAILABILITY**

### **Water Availability**

*Adequate capacity within the water system exists to serve the proposed development.*

### **Wastewater Availability**

*Adequate capacity within the wastewater system exists to serve the proposed development.*

## **DISCUSSION:**

The SPUD Narrative proposes eight buildings containing a total of 108 units, along with a companion parking lot and on-street parking providing 109 parking spaces to accommodate the proposed buildings. It also proposes a separate lot containing 28 spaces for a fraternity north of the development. The development site is surrounded by single-family, multi-family, and fraternity/sorority residential uses. While the proposed density is higher than the neighboring single-family uses, the applicant is proposing a new type of housing that is needed and supported by AIM Norman. The micro-units will allow for one- or two-bedroom units close to campus and the Core Area of Norman.

## **CONCLUSION:**

Staff forwards this request for rezoning from R-1, Single-Family Dwelling District, and R-3, Multifamily Dwelling District, to a SPUD, Simple Planned Unit Development District, and Ordinance O-2526-40, to the Planning Commission for consideration and recommendation to City Council.

## **Chautauqua-Hoover-College Rezoning**

3. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-40: 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)

### **ITEMS SUBMITTED FOR THE RECORD**

1. Staff Report
2. Location Map
3. Narrative
4. Site Plan
5. Pre-Development Summary, 1-22-26
6. Protest Map & Letters

### **Staff Presentation**

Lora Hoggatt, Planning Services Manager, presented the Chautauqua-Hoover-College application.

Commission had no questions for staff.

### **Applicant Presentation**

Matt Peacock, representative of the applicant, presented the PowerPoint for the Chautauqua-Hoover-College project that was submitted by the applicant.

Commissioner Parker asked whether stormwater detention is planned in the parking lot.

Mr. Peacock stated infiltration trenches will run through the middle of the parking lot, connecting to an underground detention system, and all roof drains will be directed to the infiltration trenches.

Commissioner Griffith asked about estimated cost per unit.

Mr. Peacock stated although costs are still being finalized, they anticipate monthly rent for the microunits to be approximately \$800-\$900 and expect the mortgage payments to be similar. Mr. Peacock stated their strategy is to pursue a pre-sale to test market viability before making a final decision on unit pricing.

### **Public Comments**

Michael Carter, 1124 Chautauqua Ave., Norman, OK (Protest)  
Fred Schmidt, 914 Elm Ave., Norman, OK (Protest)  
Barbara O'Brien, 1124 Chautauqua Ave., Norman, OK (Protest)

### **Planning Commission Discussion**

Commissioner Kindel requested clarification regarding the story height ordinance and whether the submitted plan exceeds the allowable story height.

Ms. Hoggatt explained the City of Norman zoning code does not state a number of feet for the height of a single story. The zoning code states the allowable number of stories.

Commissioner Brewer emphasized the adopted Land Use Plan is intended to protect the neighborhood and limit density. Any proposed development west of Chautauqua Ave. would require Planning Commission review to ensure consistency with the plan and the lower-density context. He noted that while future Commissions may differ, Commissioners are trained to follow the adopted plan.

He expressed support for the project's design, highlighting efforts to soften the buildings' height and locate most parking away from the street, showing building views over visible street parking. He viewed the project positively, highlighting the addition of smaller, potentially more affordable units that could appeal to young professionals or graduate students and help meet housing needs.

Commissioner Jablonski stated the project is a strong improvement and supports infill development in higher-density areas. He expressed concern that, as density increases, parks are not easily accessible from this area. While he appreciates recent efforts to add pocket parks, he emphasized the importance of continuing to prioritize small green spaces within infill areas to provide nearby recreational opportunities for residents.

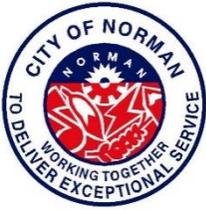
Commissioner Kindel noted the project is a significant improvement from its previous presentation and better suited to the site. She appreciated the increased setback and smoother transition, which she said better respects the nearby family neighborhood across Chautauqua Ave. She also commended the development team for regularly engaging with neighbors, incorporating feedback, and exploring alternatives in response to concerns.

**Motion** made by Commissioner Brewer, **Seconded** by Commissioner Griffith.  
Voting Yea: Commissioner Brewer, Commissioner McKown, Secretary Parker, Vice Chair Jablonski, Commissioner McDaniel, Commissioner Griffith, Commissioner Kindel

**Planning Commission recommended approval of O-2526-40.**

**File Attachments for Item:**

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 48<sup>TH</sup> AVENUE NW AND 24<sup>TH</sup> AVENUE NW AND ASSOCIATED BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT. (WARDS 3 & 8)



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 03/10/2026

**REQUESTER:** Nathan Madenwald, Utilities Engineer

**PRESENTER:** Nathan Madenwald, Utilities Engineer

**ITEM TITLE:** 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 48<sup>TH</sup> AVENUE NW AND 24<sup>TH</sup> AVENUE NW AND ASSOCIATED BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT. (WARDS 3 & 8)

### **BACKGROUND:**

The Oklahoma Turnpike Authority (OTA) is currently constructing the East-West Connector (EWC) turnpike across the north side of Norman. From west to east, the alignment generally follows along the Indian Hills Road corridor until 84th Avenue NE, where the future turnpike will turn northeasterly for several miles before connecting to the existing Kickapoo Turnpike and Interstate 40.

With large transportation projects, impacts to local infrastructure are common and will typically require one or more agreements to formalize the responsibilities for all entities involved. This occurred recently with the modifications to Interstate 35 by the Oklahoma Department of Transportation (ODOT) when the latest expansion occurred through Norman where additional lanes were added and various interchanges were improved. With the EWC, specifically the sections from I-35 Interchange to the west, the OTA contacted City staff regarding potential agreements for the 36th Avenue NW corridor and water system impacts and relocations. City staff from multiple departments have been working closely together on two separate agreements with OTA that you will consider tonight.

### **DISCUSSION:**

Contract K-2526-139 is a proposed Utility Relocation Agreement that addresses the City of Norman's water infrastructure that will be impacted by the proposed EWC generally between 48<sup>th</sup> Avenue NW and 24<sup>th</sup> Avenue NW. No wastewater facilities are impacted within this corridor.

For the utility relocation process, the EWC was evaluated against Norman water and wastewater facilities to determine conflicts and where relocations were required. The facilities impacted are:

1. Two active water wells – 19 (currently out of service due to car accident) and 20
2. Two inactive water wells – 17 and 18
3. Approximately 17,500 feet of water line and appurtenances

Pursuant to State regulations, facilities that are located within private easement or right-of-way are eligible for relocation by the OTA. The wells and water lines were evaluated against this criteria with the majority of water lines and the wells meeting this requirement. Additionally, staff considered future infrastructure needs, specifically the most recent AIM Water Master Plan, to determine betterments for improvement of the water system.

OTA Responsibilities	Norman Responsibilities
Pay \$8,950,000 for the City to relocate four water wells	Pay \$1,964,400 for water line relocations and betterments
Construct approximately \$11.7 million in water line relocations and betterments	Provide design requirements
Provide engineering services	Review and adopt design plans for water line relocations and betterments
Obtain all right-of-way for water line relocations and betterments	Plug Wells 17-20 by December 31, 2026

This proposed agreement will allow several capital needs to be addressed for the water system. The following sections discuss each capital improvement in greater detail.

Groundwater Wells

The Norman Utilities Authority is currently under design for the Norman Groundwater Facility at 4020 E Tecumseh Road to provide disinfection of the groundwater supply. Wells 19 and 20 are not within a feasible range to pipe east to this facility. Additionally, these wells were installed in the 1950s and, for Wells 19 and 20, have exceeded their useful life. Wells 17 and 18 are not currently in use or planned to be brought back into service.

Additionally, the Area & Infrastructure Master (AIM) Water Plan recommended water supply improvements to meet future water demands; specifically, increased supplies from Oklahoma City and additional groundwater wells for additional water in the next 10 years. The \$8.95 million from this agreement for the four wells to be relocated could provide an offset for those required capital funds.

24-Inch Water Transmission Main

The AIM Water Master Plan recommended a 24-inch water transmission main along Indian Hills from 36<sup>th</sup> Avenue NW east to 48<sup>th</sup> Avenue NE including a bore under Interstate 35. Under this agreement, approximately 3,350 linear feet of 24-inch water line would be constructed from 36<sup>th</sup> Avenue NW to east of Huettner Road including the required bore. Additionally, the construction of this line would be expedited as part of the EWC. This section of line is considered a betterment since it is increasing the size of the new line; however, other segments of water lines were determined not to be required based on the proposed EWC alignment which allowed for these unnecessary segments to offset the cost of the betterment. The cost for this betterment is \$772,320 but the full estimated, if completed by the City as a separate project, is estimated to cost approximately \$5 to \$6 million for engineering and construction.

### 12-Inch Water Line Replacement on Interstate Drive East of Interstate 35

The existing 12-inch water line running parallel to Interstate Drive was constructed with the water wells in the 1950s and has shown increased rates of failure. With the proximity to Interstate 35, repairing and replacing this water line can be challenging for staff. This agreement will replace this line from Indian Hills north to Well 20 as part of the relocations without funding from the City. If completed as a separate project by the City, this project would be expected to cost between \$2 to \$3 million.

Other relocations and betterments in the agreement are not currently programmed but will renew existing water system infrastructure including a new 12-inch line under Interstate 35 near Well 20, new water lines along the north and south sides of the EWC, and other relocations required. In total, the City share for the agreement is a maximum of \$1,964,400 or about 10 percent of the estimated overall capital cost of \$20 million.

Funding for the relocations and betterments that are the responsibility for the City of Norman will be from the Water Fund Balance. Staff proposes to appropriate \$1,964,400 from the Water Fund Balance (Account 31-29000) into the OTA Waterline Relocation – 48<sup>th</sup>-24<sup>th</sup> NW construction account (Account 31997727-46101 / Project WA0393). Funds received from the OTA to be deposited into Other Revenue – Sale of Fixed Assets account within the Water Fund (Account 319-373153).

#### **RECOMMENDATION 1:**

Staff recommends the City of Norman approve Contract K-2625-139 with the Oklahoma Turnpike Authority for the East-West Connector Utility Relocation Agreement between 48<sup>th</sup> Avenue NW and 24<sup>th</sup> Avenue NW.

#### **RECOMMENDATION 2:**

Staff recommends the City of Norman appropriate \$1,964,400 from the Water Fund Balance (Account 31-29000) into OTA Waterline Relocation – 48<sup>th</sup>-24<sup>th</sup> NW construction account (Account 31997727-46101 / Project WA0393).

## UTILITY RELOCATION AGREEMENT BETWEEN

OKLAHOMA TURNPIKE AUTHORITY

and

CITY OF NORMAN, OKLAHOMA

RE: EWC-28103A, URA #63 - WATER WELL AND WATER LINE RELOCATIONS

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2026 by and between the Oklahoma Turnpike Authority (hereinafter referred to as the "**AUTHORITY**"), and the City of Norman, Oklahoma, a Municipal Corporation (hereinafter referred to as "**CITY**"), for the following intents and purposes.

## WITNESSETH

**WHEREAS**, the **AUTHORITY** has commenced a 15-year, long-range turnpike improvement and expansion program for projects defined in the Advancing and Connecting Communities and Economies Safely Statewide "ACCESS Program"; and

**WHEREAS**, the ACCESS Program includes new turnpike routes in the south Oklahoma City metro area as well as major improvements to the existing turnpike system by expanding capacity and constructing new interchanges; and

**WHEREAS**, the ACCESS Program includes the construction of a new turnpike route from the I-44 Tri-City area (Newcastle, Blanchard, Tuttle) at SH-37, crossing the South Canadian River, east to I-35, then continuing east along Indian Hills Road and then northeast to I-40, connecting to the new Kickapoo Turnpike ( hereinafter "EWC Project"); and

**WHEREAS**, Title 69 O.S. §1722 governs the location, removal and relocation of utility facilities constructed or in place upon, across or under any turnpike. Section 1722 also describes the extent to which the **AUTHORITY** and utility owners may be obligated for the expense of utility rearrangements, and that utility locations on all turnpikes are governed by the regulations and policies adopted by the **AUTHORITY** for the protection and maintenance of the turnpike system and for the safety of turnpike users; and

**WHEREAS**, portions of the **CITY**'s existing water lines and four water wells will need to be relocated to accommodate the construction of the EWC Project, with locations identified in Exhibit "A" (relocation of **CITY**'s existing water lines are hereinafter referred to as "Relocations"); and

**WHEREAS**, in connection with the Relocations, the **City** has determined that replacing an existing 12" waterline, identified as line 4 on Exhibit A" with a 24" waterline along with upsizing the proposed waterline along the north side of the EWC between 48<sup>th</sup> and 36<sup>th</sup> Avenues NW from a 10-inch to a 12-inch line would be in the best interest of the **CITY**, and would create a betterment and a cost split by the **AUTHORITY** and by the **CITY** (hereinafter "Betterments"); and

**WHEREAS**, the **CITY** requests the **AUTHORITY** to construct the Relocations and Betterments as part of the construction of the EWC Project; and

**WHEREAS**, the **CITY** has expressed a preference for the **AUTHORITY** to oversee the design plans of the Relocations and Betterments; and

**WHEREAS**, the **CITY** has expressed a preference for the **AUTHORITY** to oversee the construction of the Relocations and Betterments; and

**WHEREAS**, the **CITY** will undertake the replacement of the water wells at its discretion upon the successful transfer or amendment of all related Oklahoma Water Resources Board (OWRB) permits; and

**WHEREAS**, in coordination the **AUTHORITY** and the **CITY** agree that the construction of Relocations and Betterments identified in Exhibit "A" as part of the construction of the EWC Project by the **AUTHORITY** would be economical and beneficial to the State of Oklahoma and the **CITY**; and

**NOW, THEREFORE**, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

A. The **CITY** agrees:

1. That CITY staff will review and, upon compliance with CITY utility design requirements, adopt the **AUTHORITY** design plans for the Relocations and Betterments (hereinafter "Project Design Plans") that will be incorporated into the construction plans for the EWC Project.
2. To provide the **AUTHORITY** with the recommended utility construction specifications for the Relocations and Betterments.
3. To hereby grant to the **AUTHORITY** the right of access to and the use of all rights-of-way belonging to or controlled by the **CITY** associated with and necessary to facilitate the construction of the Relocations and Betterments as identified in Exhibit "A".
4. Upon completion of the project in accordance with the adopted Project Design Plans and provision of as-built record documents, to maintain all newly re-established Relocations and Betterments, as referenced in this Agreement, constructed by the **AUTHORITY** pursuant to the EWC Project.
5. To pay the **Authority** a single lump sum of **\$1,964,400.00** within forty-five (45) days of execution of this agreement for the Betterments. However, under no circumstances shall the cost to the CITY for the Relocations and Betterments be greater than CITY's estimated split, as identified in Exhibit A.
6. To plug and remove all well equipment from the four wells on or before December 31, 2026.

B. The **AUTHORITY** agrees:

1. To oversee the Project Design Plans of the Relocations and Betterments in accordance with City standards.
  2. To provide the CITY staff with a copy of the Project Design Plans, including all modifications or changes made by the AUTHORITY pursuant to (B)(3), for the Relocations and Betterments for review and approval.
  3. To complete the construction of the Relocations and Betterments in accordance with the Project Design Plans as the same may be modified or changed as necessary for the proper construction, operation, and maintenance of the Turnpike as determined by the **AUTHORITY**.
  4. To cover 100% of the cost of design of the EWC Project, inclusive of the Relocations and Betterments.
  5. To pay the **CITY** a single lump sum of **\$8,950,000.00** for the relocation of four water wells, inclusive of the CITY's cost of design, right-of-way acquisition, and construction. However, CITY's water rights and easement shall remain in-place until such time as all corresponding OWRB permits are successfully transferred or amended to preserve any existing rights of CITY. The **AUTHORITY** shall make payment to the **CITY** within forty-five (45) days of execution of this Agreement.
  6. To secure all right-of-way needed for the Relocations and Betterments.
- C. The Parties Agree:
1. The **AUTHORITY** shall administer and inspect all work performed by the contractor and will provide such engineering, inspection, and testing services as may be required to ensure that the construction is accomplished in accordance with the **Project Design Plans**.
  2. During and after completion of the **Relocations and Betterments**, the **CITY** shall be allowed to inspect the work relating to the **Relocations and Betterments**.
  3. Upon completion of Relocations and Betterments and final acceptance by the **AUTHORITY** and the **CITY**, including the submission of as-built record documents, the Relocations and Betterments will then be owned by the **CITY** and all maintenance responsibilities will be in accordance with Oklahoma law as reflected in this agreement. All rights-of-way necessary for the **Relocations and Betterments** that is determined by the **AUTHORITY** to be surplus to the operation and maintenance of its Turnpike facilities will be conveyed to the **CITY** in compliance with the **AUTHORITY's** real property disposal policies.
  4. This Agreement shall be effective upon provision of a completely executed copy to each of the parties and shall remain in full force and effect until jointly agreed to terminate by **AUTHORITY** and **CITY**, provided this Agreement may not be terminated once the

Relocations and Betterments construction contract is awarded by the **AUTHORITY**. It is understood this Agreement does not change the rights of the **AUTHORITY** and the **CITY** as they exist in accordance with present State law, including the application of Section 1722 to any future removal or relocation of the **CITY's** facilities as necessitated by the **AUTHORITY's** turnpike projects.

5. After the completion of the Relocations and Betterments and EWC Project, any future **CITY** maintenance or relocation work, impacting the **AUTHORITY's** rights-of-way, must be approved at least one week in advance with the **AUTHORITY's** Director of Maintenance.
6. The Parties agree that the **AUTHORITY** has the right to cancel this Agreement at any time prior to the beginning of the adjustment of the **CITY's** facilities.
7. The **AUTHORITY** and the **CITY** are both governmental entities subject to the provisions of and afforded protections under the Governmental Tort Claims Act, 51O.S. §§ 151 et seq. Neither the **AUTHORITY** nor the **CITY** shall be liable for the acts or omissions of the other party or for failure to inspect or supervise the performance of the other Party. Each party shall be responsible for negligent acts of its own employees acting within the scope of their employment. Notwithstanding anything herein to the contrary, neither **CITY** nor **AUTHORITY** waive any rights or privileges in its favor under the laws of Oklahoma for political subdivisions, political subdivisions liability, instrumentalities of the state and the Governmental Tort Claims Act
8. This Agreement is intended to conform to the requirements of the Constitution and Laws of the State of Oklahoma and in particular to the provisions of Title 69 of the Oklahoma Statutes. Any provision contained herein which is contrary to the Constitution and Laws of the State of Oklahoma shall be void and unenforceable. Venue for any action brought for the enforcement of this Agreement shall be in the District Court of Oklahoma County.
9. In connection with the **PROJECT**, this Agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants, or conditions, and constitutes the full and complete understanding and contractual relationship of the Parties.
10. No changes, revisions or amendments to this Agreement, or alterations in the manner, scope, or type of work contemplated herein shall be effective unless reduced to writing and executed by the Parties with same formalities as are observed in the execution of this Agreement.
11. This Agreement may be executed in counterparts, each of which shall be deemed an original document, but all of which will constitute a single document. This document will not be binding on or constitute evidence of a contract between the Parties until all have executed and delivered this document.

IN WITNESS WHEREOF, the Parties hereto set their hand and seal on the date first written above.

**FOR THE CITY:**

CITY OF Norman

ATTEST:

\_\_\_\_\_  
CITY Clerk

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
General Counsel

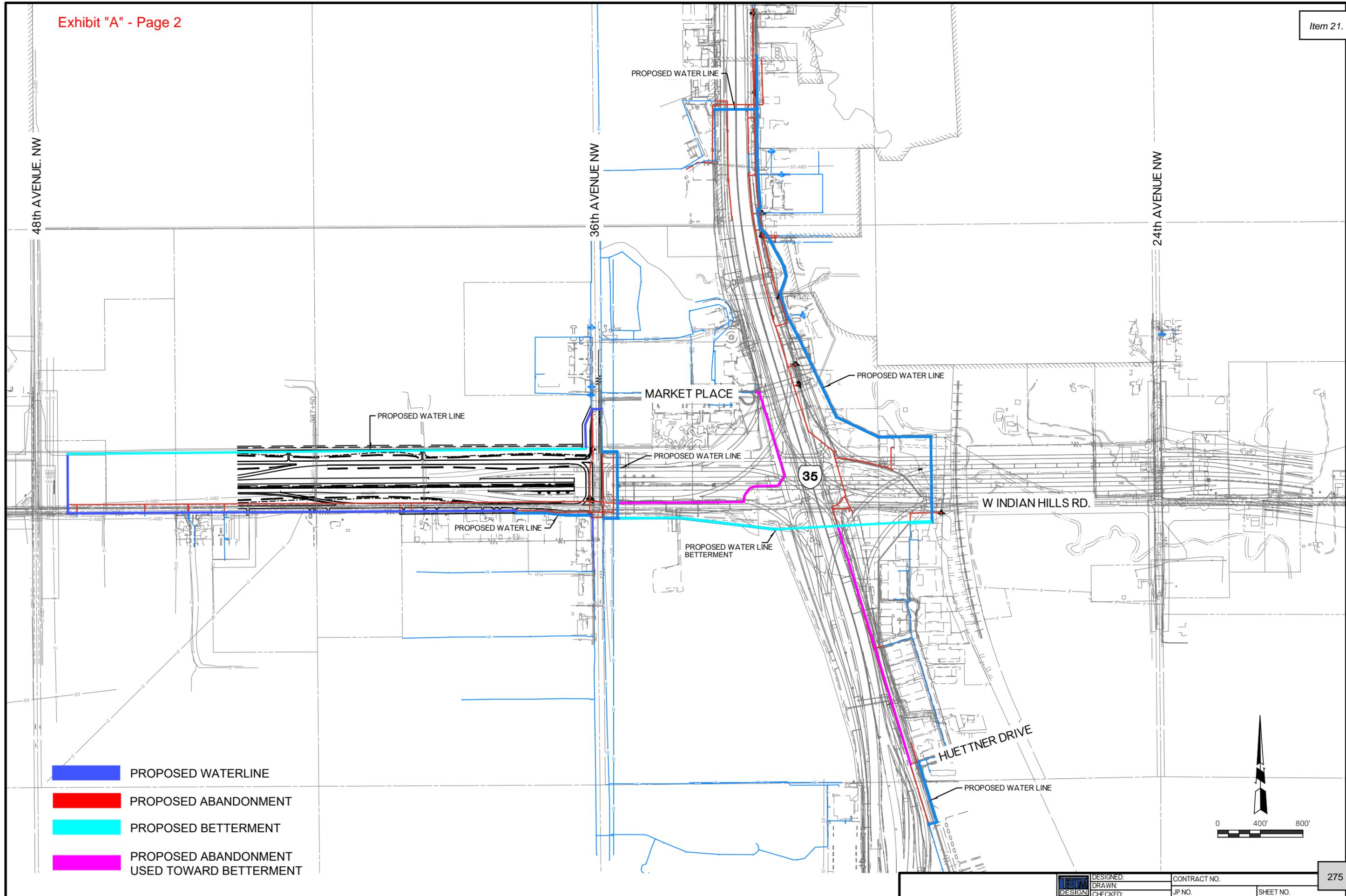
**FOR THE AUTHORITY:**

OKLAHOMA TURNPIKE AUTHORITY

\_\_\_\_\_  
Todd Gore, Director of Right-of-Way & Utilities

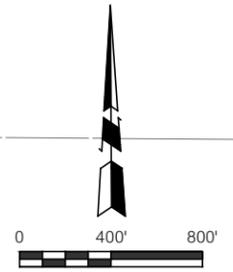
APPROVED AS TO FORM:

\_\_\_\_\_  
OTA General Counsel



W:\ET\428-00\EVC-28004 Norman Water\Sheet\Location Map.dwg, 01, 1/8/2026 10:10:54 AM, jgbbs

- PROPOSED WATERLINE
- PROPOSED ABANDONMENT
- PROPOSED BETTERMENT
- PROPOSED ABANDONMENT  
USED TOWARD BETTERMENT



EWC-28803B,EWC-28804A_Norman_Cost Breakdown_2026-02-12					
Location	Diameter (IN)	Length of Pipe (FT)	Estimated Cost of Relocation	Estimated Length of Pipe in Private RW*	Cost to City of Norman*
Parallel north of Indian Hill Rd west of 36th Ave NW, Mainline Turnpike Station 364+00 to 416+05	10	5205	\$ 2,082,000.00	5205	\$ -
Parallel south of Indian Hill Rd west of 36th Ave NW, connection to parallel line south of Indian Hills Rd, Mainline Turnpike Station 364+00 to 396+00	12	3525	\$ 1,692,000.00	3525	\$ -
Parallel south of Indian Hill Rd west of 36th Ave NW, connection to parallel line south of Indian Hills Rd, Mainline Turnpike Station 396+00 to 413+90	12	1685	\$ 808,800.00	525	\$ 556,800.00
Crossing Indian Hill Rd west of 36th Ave NW, Mainline Turnpike Station 413+85	8	625	\$ 200,000.00	625	\$ -
Crossing 36th Ave NW, north of Indian Hills Rd, Mainline Turnpike Station 414+50	12	100	\$ 48,000.00	100	\$ -
Crossing Indian Hill Rd east of 36th Ave NW, Mainline Turnpike Station 415+00	24	545	\$ 523,200.00	545	\$ -
Parallel north of Indian Hill Rd east of 36th Ave NW, Mainline Turnpike Station 416+05 to 432+25	12	1620	\$ 777,600.00	1620	\$ -
Parallel west of I-35 from Indian Hill Rd to Market Pl, I-35 Station 130+00 to 139+75	12	975	\$ 468,000.00	975	\$ -
Parallel east of I-35, I-35 Station 77+80 to 170+75	12	7110	\$ 3,412,800.00	7,044	\$ 31,680.00
Parallel north of Interstate Dr, Mainline Turnpike Station 437+50 442+00	8	450	\$ 144,000.00	450	\$ -
Crossing I-35 north of Hillsdale Free Will Baptist Rd, I-35 Station 165+00	12	390	\$ 187,200.00	0	\$ 187,200.00
Parallel west of I-35 near Hillsdale Free Will Baptist Rd, I-35 Station 160+00 to 165+00	12	500	\$ 240,000.00	500	\$ -
Water Well 17, East of I-35 north of Huettner Dr, Station 107+25			\$ 2,237,500.00		\$ -
Water Well 18, East of I-35 south east of the I-35 Interchange, I-35 Station 125+25			\$ 2,237,500.00		\$ -
Water Well 19, East of I-35 north of I-35 Interchange, Station 144+90			\$ 2,237,500.00		\$ -
Water Well 20, East of I-35 north of Moore Waste Water Treatment Plant, Station 165+10			\$ 2,237,500.00		\$ -
<b>Project Total:</b>			<b>\$ 19,533,600.00</b>	<b>Norman Total:</b>	<b>\$ 775,680.00</b>

<b>Project Total With Betterments:</b>			<b>\$ 20,722,320.00</b>	<b>Norman</b>	<b>\$ 1,964,400.00</b>
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Location (Betterment)	Diameter (IN)	Length of Pipe (FT)	Estimated Cost of Relocation	In Kind Cost	Estimated Cost to City of Norman*
Parallel north of Indian Hill Rd west of 36th Ave NW, Mainline Turnpike Station 364+00 to 416+05	12	5205	\$ 2,498,400.00	\$ 2,082,000.00	\$ 416,400.00
Parallel north of Indian Hill Rd, crossing I-35, continuing east to rail road tracks.	24	3347	\$ 3,213,120.00	\$ 2,440,800.00	\$ 772,320.00

**File Attachments for Item:**

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 36<sup>TH</sup> 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)



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 3/10/2026

**REQUESTER:** Tim Miles, City Engineer

**PRESENTER:** Scott Sturtz, Public Works Director

**ITEM TITLE:** 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 36<sup>TH</sup> 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)

### BACKGROUND:

The Oklahoma Turnpike Authority (OTA) is currently constructing the East-West Connector (EWC) turnpike across the north side of Norman. From west to east, the alignment generally follows along the Indian Hills Road corridor until 84<sup>th</sup> Avenue NE, where the future turnpike will turn northeasterly for several miles before connecting to the existing Kickapoo Turnpike and Interstate 40.

With large transportation projects, impacts to local infrastructure are common and will typically require one or more agreements to formalize the responsibilities for all entities involved. This occurred recently with the modifications to Interstate 35 by the Oklahoma Department of Transportation (ODOT) when the latest expansion occurred through Norman where additional lanes were added and various interchanges were improved. With the EWC, specifically the sections from I-35 Interchange to the west, the OTA contacted City staff regarding potential agreements for the 36<sup>th</sup> Avenue NW corridor and water system impacts and relocations. City staff from multiple departments have been working closely together on two separate agreements with OTA that you will consider tonight.

On August 28, 2012, the citizens of Norman voted in favor of a Bond Issue to finance the local share of eight transportation/stormwater improvement projects. One of the eight 2012 bond projects is the 36th Avenue Northwest Bond Project between Tecumseh Road and Indian Hills Road. Tonight's agenda item for your consideration is an agreement with OTA to construct the 36<sup>th</sup> Avenue NW Phase 2 Bond Project from north of Franklin Road to Indian Hills Road. Please see the attached location map showing the Phase 2 project boundaries.

Proposed improvements for the 36<sup>th</sup> Avenue NW Phase 2 Bond Project include:

1. Widen the roadway from two lanes to four lanes
2. Interconnect all traffic signals between Tecumseh Road and Indian Hills Road
3. Storm water improvements
4. Continuous sidewalks along the west side of 36<sup>th</sup> Avenue NW with a 10-foot wide multiuse trail on the east side

### **DISCUSSION:**

The drainage area for the 36<sup>th</sup> Avenue NW Phase 2 project generally extends north of Indian Hills Road about a half mile near the Moore City Limits and west about a mile to 48<sup>th</sup> Avenue NW. All of the 36<sup>th</sup> Avenue NW Phase 2 Project stormwater runoff drains to a Tributary of Little River that crosses 36<sup>th</sup> Avenue NW approximately 700 feet north of Franklin Road. Since OTA's future East-West Connector parallels Indian Hills Road, their turnpike project will now need to intercept a large amount of the stormwater drainage area of the above-mentioned Phase 2 Project. As a result, OTA intends to collect the stormwater north of Indian Hills Road and transport it southward along 36<sup>th</sup> Avenue NW in an underground reinforced concrete box (RCB) storm sewer system until it can be released into the Tributary to Little River. This is the same location as the stormwater travels today via open ditches. This drainage area was also accounted for in the 36<sup>th</sup> Avenue NW Bond Project with a similar RCB structure.

OTA's design consultants evaluated various options for the actual storm sewer alignment. They determined that there was not enough room within existing right-of-way on 36<sup>th</sup> Avenue NW to install their own RCB storm sewer system, which left OTA two options including:

- Purchase additional right-of-way east of 36<sup>th</sup> Avenue NW and install their storm sewer within that easement
- Enter into an agreement with the City of Norman to construct a common RCB storm sewer system under the west side of 36<sup>th</sup> Avenue NW that would handle the stormwater runoff for both the City and OTA.

After several weeks of discussion and negotiations between OTA and City staff in conjunction with their design consultants, OTA determined that its best course of action would be to construct a common storm sewer system within existing 36<sup>th</sup> Avenue NW right-of-way. However, a portion of this new RCB is located under existing 36<sup>th</sup> Avenue NW pavement, which would require reconstruction of 36<sup>th</sup> Avenue NW roadway. This realization created an opportunity for the City and OTA to streamline construction schedules and impact on surrounding residents and communities by coordinating the completion of Phase 2 of 36<sup>th</sup> Avenue NW cooperatively with the OTA's EWC construction. Such agreements can be reached between governmental entities for purposes of accomplishing mutual benefit.

Tonight's agenda item consists of an Agreement Between Oklahoma Turnpike Authority and City of Norman ("Agreement"). Pursuant to the Agreement, the OTA shall bid and construct the entire 36<sup>th</sup> Avenue NW Phase 2 Bond Project from just north of Franklin Road to Indian Hills Road, where the project will tie into the future OTA turnpike. Phase 2 of the 36<sup>th</sup> Ave Bond project has an estimated construction cost of approximately \$16.0 million dollars. By coordinating efforts with the OTA pursuant to this agreement, the City's payment responsibility

is reduced to \$2.2 million dollars, or 13.75%, of the construction cost. In reaching this agreement on cost split, the OTA considered previously expended project costs incurred by the City for design, right-of-way acquisition and utility relocation totaling \$2,680,479 as additional project participation. The remainder of costs associated with the construction of Phase 2 of 36<sup>th</sup> Ave NW, as well as the entirety of costs associated with the EWC, are attributed to OTA per the Agreement. Please refer to Paragraph C(2), Table A in the Agreement for the detailed cost breakdown. Additionally, the Agreement addresses matters of access and maintenance responsibility for reconstructed City roads. Following construction by the OTA, the City will be responsible for future maintenance of this segment of 36<sup>th</sup> Avenue NW, as it is today. With City Council approval of this contract, OTA intends to bid this project this fall (2026) with construction starting in late 2026. City staff estimate that this project will take approximately 9 months to complete.

Funding for this project is proposed to come from two sources. \$200,000 is proposed to come from the 2012 Transportation Bond 36<sup>th</sup> Avenue NW Project Construction Account (Project BP0197, Account No. 50595552-46101). The remaining \$2,000,000 will come from the 2019 Transportation Bond Indian Hills Road and I-35 Interchange Match Funds Project Construction Account (Project BP0430, Account No. 50594019-46101). These \$2,000,000 in funds were set aside as seed money to expedite a new interchange at I-35/Indian Hills Road intersection. Since OTA is reconstructing this interchange as a part of the EWC, the City will pay the \$2,000,000 to OTA toward this interchange project and in turn, OTA will credit the City \$2,000,000 towards the City's 36<sup>th</sup> Avenue NW Phase 2 participation. Bond funds have not been deposited in this interchange project account yet, so an appropriation of \$2,000,000 in funds from the Capital Fund Balance – 2019 General Obligation Bonds (Account No. 50-29000) to the 2019 Transportation Bond Indian Hills Road and I-35 Interchange Match Funds Project Construction Account (Project BP0430, Account No. 50594019-46101) is necessary as a part of this agenda item.

**RECOMMENDATION No. 1:**

Staff recommends an appropriation of \$2,000,000 in funds from the Capital Fund Balance – 2019 General Obligation Bonds (Account No. 50-29000) to the 2019 Transportation Bond Indian Hills Road and I-35 Interchange Match Funds Project Construction Account (Project BP0430, Account No. 50594019-46101)

**RECOMMENDATION No. 2:**

Staff further recommends approval of Contract K-2526-156 with OTA for the construction of Phase 2 of the 36<sup>th</sup> Avenue NW Bond Project in conjunction with the OTA's EWC construction, in the amount of \$2,200,000.

AGREEMENT BETWEEN  
OKLAHOMA TURNPIKE AUTHORITY  
and  
CITY OF NORMAN, OKLAHOMA

RE: OTA EAST-WEST CONNECTOR TURNPIKE PROJECT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2026 by and between the Oklahoma Turnpike Authority (hereinafter referred to as the “**AUTHORITY**”) and the City of Norman, Oklahoma, a Municipal Corporation (hereinafter referred to as “**CITY**”), for the following intents and purposes.

WITNESSETH

**WHEREAS**, consistent with its statutory authorization the **AUTHORITY** operates and maintains turnpike projects throughout the State of Oklahoma at locations authorized by the Oklahoma State Legislature (the “**TURNPIKE SYSTEM**”); and

**WHEREAS**, the **TURNPIKE SYSTEM** is designed to connect seamlessly with the state highway/interstate and local road system; and

**WHEREAS**, improvements to Oklahoma’s interconnected transportation system of turnpikes, state highways and local roads must be coordinated to leverage resources, improve safety and ensure a seamless operation for the benefit of all Oklahomans; and

**WHEREAS**, the **AUTHORITY** has announced a 15-year, long-range turnpike improvement and expansion program for projects defined in the Advancing and Connecting Communities and Economies Safely Statewide “**ACCESS Oklahoma Program**”; and

**WHEREAS**, the Oklahoma Supreme Court affirmed on August 1, 2023, that the OTA has statutory authority to build new turnpike alignments proposed in the **ACCESS Oklahoma Program**, including within the city limits of **CITY**, as set forth in *In re Application of Okla. Turnpike Auth.*, 2023 OK 84, 535 P.3d 1248; and

**WHEREAS**, the **ACCESS Oklahoma Program** includes the construction of a new turnpike route from the I-44 Tri-City area (Newcastle, Blanchard, Tuttle) at SH-37, crossing the South Canadian River, east to I-35, then continuing east along Indian Hills Road and then northeast to I-40, connecting to the new Kickapoo Turnpike (hereinafter referred **East-West Connector** or **EWC** or **EWC PROJECT**); and

**WHEREAS**, the **EWC** project will involve improvements to roadways that either interchange with **EWC** or are grade-separated from the **EWC** project; and

**WHEREAS**, the **EWC** project will receive all required Federal and State permits including but not limited to the Federal Highway Administration, Oklahoma Department of Environmental Quality and US Army Corps of Engineers; and

**WHEREAS**, the **CITY** recognizes construction of access points along the **EWC** to include 60<sup>th</sup> Avenue NW, 36<sup>th</sup> Avenue NW, I-35, 12<sup>th</sup> Avenue NW/Broadway, SH-77H (12<sup>th</sup> Avenue NE), 36<sup>th</sup> Avenue NE, South Extension Turnpike, 120<sup>th</sup> Avenue NE (Choctaw Road), and 156<sup>th</sup> Avenue NE (S. Peebly Road); and

**WHEREAS**, the **CITY** recognizes the construction of one-way service roads along the **EWC** from 72<sup>nd</sup> Avenue NW to 48<sup>th</sup> Avenue NE which are to be maintained by Cleveland County as will be set forth in a separate agreement between **AUTHORITY** and Cleveland County; and

**WHEREAS**, both the **CITY** and the City of Moore have committed to municipal projects to reconstruct and widen to 4 lanes of 36<sup>th</sup> Avenue NW/Telephone Road from W. Tecumseh Road in Norman through S.W. 34<sup>th</sup> Street in Moore; and

**WHEREAS**, the citizens of **CITY** approved 2012 and 2019 transportation bond issues that included improvements and widening of 36<sup>th</sup> Ave NW in Norman from Tecumseh Road through the Norman's northern municipal boundary with the City of Moore, and **CITY** thus has existing responsibilities for the construction of the **36th PROJECT**; and

**WHEREAS**, the **CITY** and the **AUTHORITY** are each committed to ensuring that 36<sup>th</sup> Avenue NW be improved and widened to 4-lanes per **CITY's** design plans from **EWC** South toward Franklin Road (**36th PROJECT**); and

**WHEREAS**, the **CITY** and the **AUTHORITY** are each committed to ensuring that drainage of **EWC** surface water runoff at 36<sup>th</sup> Avenue NW is handled appropriately through the **AUTHORITY's** inclusion of drainage structures as part of the **EWC**; and

**WHEREAS**, the **CITY's** engineering design, drawings and specifications for the construction of the **36th PROJECT** will be incorporated in the design of the **EWC** (as incorporation, hereinafter the "**PROJECT DESIGN PLANS**");

**WHEREAS**, this Agreement enables **AUTHORITY** and **CITY** to accomplish both projects in a timely and expeditious manner that avoids duplicative work and costs on both projects, and further avoids unnecessary impact on Norman residents by coordinating one construction schedule to address matters of joint concern, rather than completing two separate projects at different times; and

**WHEREAS**, Oklahoma law, Title 74 O.S. Section 1008, permits governmental entities to make the most efficient use of their powers by enabling them to contract with other governmental entities on the basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities and Title 69 O.S. Section 1716(b) authorizes towns to lease, grant or convey to the **AUTHORITY** on terms the granting authority deems reasonable and fair, without advertisement, order of the court or other action or formality other than action by the **CITY**, any real property to affect the authorized purposes of the **AUTHORITY** and Title 69 O.S. Section 1705(k) authorizes the **AUTHORITY** to enter into agreements necessary or incidental to the performance of its duties to construct, maintain, repair and operate turnpike projects and highways, including their access and connecting roads; and

**NOW, THEREFORE**, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

A. The **AUTHORITY** agrees:

1. To complete the construction of the **EWC PROJECT** in accordance with the **PROJECT DESIGN PLANS** as the same may be modified or changed as necessary for the proper construction, operation and maintenance of the Turnpike, as determined by the **AUTHORITY** and otherwise consistent with this Agreement.
2. To reconstruct 36<sup>th</sup> Avenue NW to a 4-lane facility per the City of Norman's design plans for the **36<sup>TH</sup> PROJECT** from the **East-West Connector** South through Station 60+00 (approximately 700 feet north of Franklin Road) of the **36<sup>th</sup> PROJECT** by **AUTHORITY** as depicted in Exhibit 1.
3. To ensure that the designed drainage of the EWC surface water runoff in the vicinity of 36<sup>th</sup> Avenue NW is constructed in conjunction with and accommodating the drainage for the **36<sup>th</sup> PROJECT**.

B. The **CITY** agrees:

1. To provide to the **AUTHORITY** the engineering plans for the **36<sup>th</sup> PROJECT**.
2. To secure all right-of-way needed for the reconstruction of **36<sup>th</sup> PROJECT**.
3. To facilitate and fund the relocation of all conflicting utilities related to **36<sup>th</sup> PROJECT**.

4. To hereby grant to the **AUTHORITY** right of access to and the use of all rights-of-way belonging to or controlled by the **CITY** associated to and necessary to facilitate the construction of **36<sup>th</sup> PROJECT** and **EWC**.
5. To maintain all **CITY** roads as identified in this Agreement, which are re-established and newly constructed by the **AUTHORITY** pursuant to the **EWC** project.
6. To forward the funding associated with the **CITY**'s existing responsibility for the **36<sup>th</sup> PROJECT**, inclusive of all costs including construction, to the **AUTHORITY** within forty-five (45) days of execution of this agreement in a single lump sum of Two Million Two Hundred Thousand Dollars (**\$2,200,000.00**), as further set forth in (C)(2) below.

C. The Parties Agree:

1. The **AUTHORITY** shall administer and inspect all work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the **EWC** is accomplished in accordance with the **PROJECT DESIGN PLANS**.
2. The **AUTHORITY** and the **CITY** agree that the split participation for the **EWC** and **36<sup>th</sup> PROJECT** consists, as shown in the table below, of OTA being responsible for all costs (exclusive of the engineering, right-of-way and utility costs of the **36<sup>th</sup> PROJECT**) as follows:

<b>TABLE A</b>			
	<b>AUTHORITY</b>	<b>CITY</b>	<b>TOTAL</b>
36 <sup>TH</sup> Engineering Cost	\$0.00	\$657,530	\$657,530
36 <sup>TH</sup> Right-of-Way & Utility Relocation	\$0.00	\$2,023,219	\$2,023,219
36 <sup>TH</sup> Construction	\$13,785,341	\$2,200,000	\$15,985,341
36 <sup>TH</sup> Construction Inspection & Testing	\$959,120	\$0	\$959,120
EWC-28303A Engineering Cost	\$857,487	\$0	\$857,487
EWC-28303A Construction	\$14,899,400	\$0	\$14,899,400
EWC-28303A Construction Inspection & Testing	\$906,920	\$0	\$906,920
<b>TOTAL COST</b>	<b>\$31,408,268</b>	<b>\$4,880,749</b>	<b>\$36,289,017</b>

3. After completion of all work, the **CITY** shall be afforded an opportunity to attend the final inspection of the **36<sup>th</sup> PROJECT**.
4. Upon completion of work and final acceptance by the **AUTHORITY**, the completed **East-West Connector** improvements will be owned respectively by **AUTHORITY** and the **36<sup>th</sup> PROJECT** improvements will be owned by the **CITY** and all maintenance responsibilities will be in accordance with Oklahoma law as reflected in this agreement.
5. This Agreement shall be effective upon provision of a completely executed copy to each of the parties and shall remain in full force and effect until jointly agreed to terminate by **AUTHORITY** and **CITY**, provided this Agreement may not be terminated once the **EWC** construction contract is awarded by the **AUTHORITY**.
6. The **AUTHORITY** and the **CITY** are both governmental entities subject to the provisions of and afforded protections under the Governmental Tort Claims Act, 51 O.S. §§ 151 et seq. Neither the **AUTHORITY** nor the **CITY** shall be liable for the acts or omissions of the other party or for failure to inspect or supervise the performance of the other Party. Each party shall be responsible for negligent acts of its own employees acting within the scope of their employment. Notwithstanding anything herein to the contrary, neither **CITY** nor **AUTHORITY** waive any rights or privileges in its favor under the laws of Oklahoma for political subdivisions, political subdivisions liability, instrumentalities of the state and the Governmental Tort Claims Act
7. This Agreement is intended to conform to the requirements of the Constitution and Laws of the State of Oklahoma and in particular to the provisions of Title 69 of the Oklahoma Statutes. Any provision contained herein which is contrary to the Constitution and Laws of the State of Oklahoma shall be void and unenforceable. Venue for any action brought for the enforcement of this Agreement shall be in the District Court of Oklahoma County, Oklahoma.
8. In connection with the **EWC** and the **36<sup>th</sup> PROJECT**, this Agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants, or conditions, and constitutes the full and complete understanding and contractual relationship of the Parties.
9. No changes, revisions or amendments to this Agreement, or alterations in the manner, scope, or type of work contemplated herein shall be effective unless reduced to writing and executed by the Parties with same formalities as are observed in the execution of this Agreement.

10. This Agreement may be executed in counterparts, each of which shall be deemed an original document, but all of which will constitute a single document. This document will not be binding on or constitute evidence of a contract between the Parties until all have executed and delivered this document.

IN WITNESS WHEREOF, the Parties hereto set their hand and seal on the date first written above.

**FOR THE CITY:**

CITY OF NORMAN

ATTEST:

\_\_\_\_\_  
CITY Clerk

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

Elizabeth E. Luckala  
General Counsel

**FOR THE AUTHORITY:**

OKLAHOMA TURNPIKE AUTHORITY

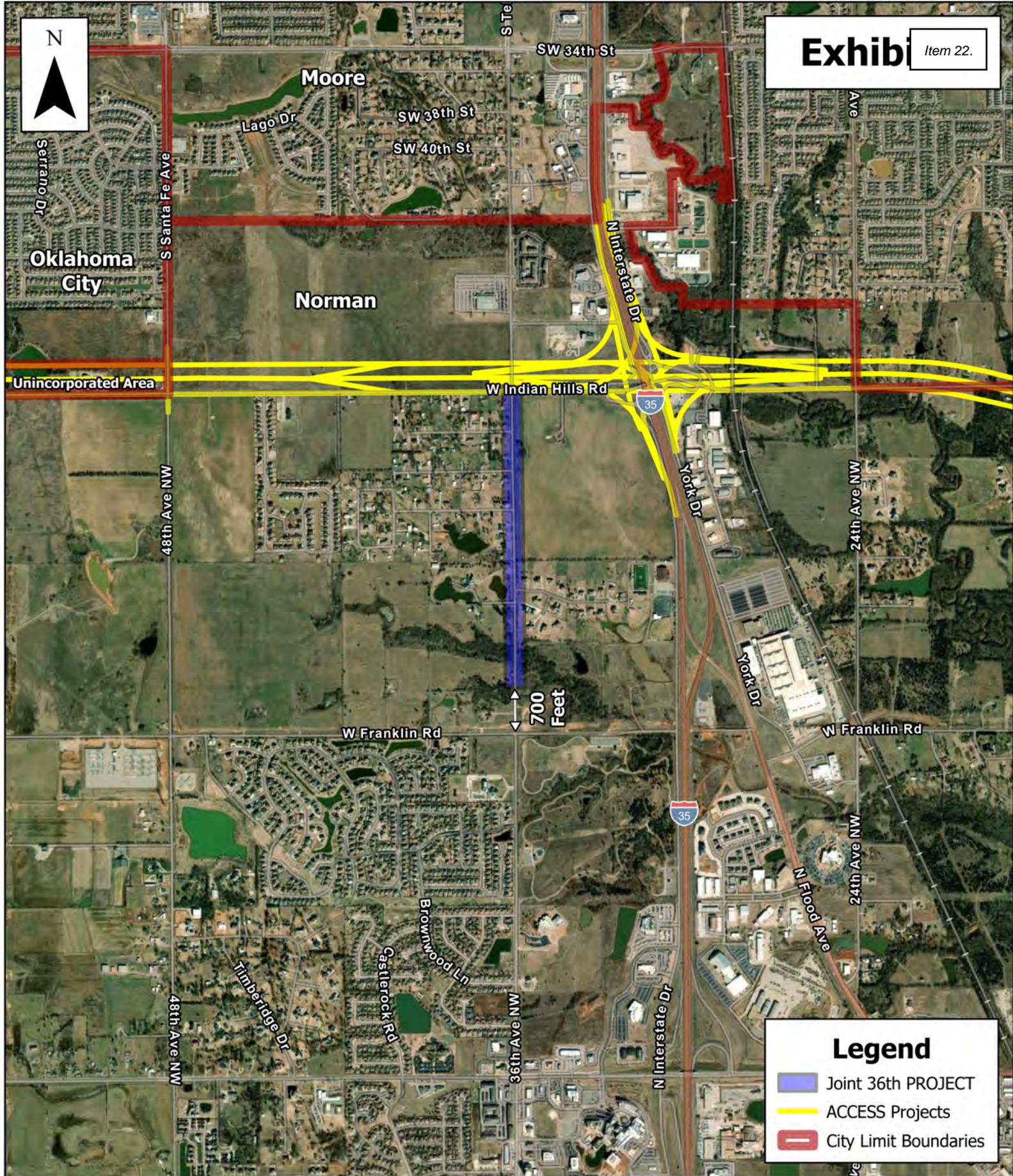
\_\_\_\_\_  
Joe Echelle, Executive Director

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
OTA General Counsel



# ACCESS Projects East-West Connector 36th Avenue NW Widening



# 36<sup>th</sup> Avenue NW Phase 2 Location Map



Tecumseh Road

Franklin Road

Indian Hills Road

Future Turnpike

Moore City Limits

SW 34<sup>th</sup> Street

36<sup>th</sup> Avenue NW

36<sup>th</sup> Avenue NW

Telephone Rd.

Tributary to Little River

Phase 2

Market Pl.

I-35

Item 22.

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