

CITY OF NORMAN, OK CITY COUNCIL SPECIAL MEETING

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

Tuesday, July 21, 2026 at 5:30 PM

AGENDA

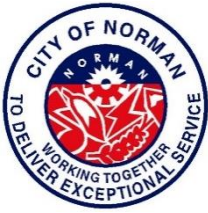
It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, relation, or genetic information, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in employment activities or in all programs, services, or activities administered by the City, its recipients, sub-recipients, and contractors. In the event of any comments, complaints, modifications, accommodations, alternative formats, and auxiliary aids and services regarding accessibility or inclusion, please call 405-366-5424, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.

CALL TO ORDER

AGENDA ITEMS

1. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDED BID-2627-04 AND CONTRACT K-2627-10: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND TMI COATINGS, L.L.C., IN THE AMOUNT OF \$532,200, PERFORMANCE BOND B-2627-11, STATUTORY BOND B-2627-12, AND MAINTENANCE BOND MB-2627-06 FOR THE LINDSEY TOWER RESURFACING, TWO LOGOS, AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT (WARD 7)
2. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF TEMPORARY CONSTRUCTION EASEMENTS E-2627-1 THROUGH E-2627-4: FOR THE SUMMIT HOLLOW DRAINAGE IMPROVEMENT PROJECT AS OUTLINED IN THE STAFF REPORT.
3. CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES, TITLE 25 §307(B)(4) TO DISCUSS POSSIBLE LITIGATION REGARDING THE ACQUISITION OF RIGHT-OF-WAY IN CONNECTION WITH THE LINDSEY STREET SPECIAL CORRIDOR PROJECT FROM PICKARD AVENUE TO ELM AVENUE.

ADJOURNMENT



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 07/21/2026

REQUESTER: Ken Giannone, Capital Projects Engineer

PRESENTER: Ken Giannone, Capital Projects Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDDING BID-2627-04 AND CONTRACT K-2627-10: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND TMI COATINGS, L.L.C., IN THE AMOUNT OF \$532,200, PERFORMANCE BOND B-2627-11, STATUTORY BOND B-2627-12, AND MAINTENANCE BOND MB-2627-06 FOR THE LINDSEY TOWER RESURFACING, TWO LOGOS, AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT (WARD 7)

BACKGROUND:

The Lindsey Tower is an elevated water storage tank at the intersection of E. Lindsey Street and Classen Boulevard that was originally built nearly 100 years ago to serve Norman's potable water system. However, as Norman's potable water system expanded over the years, the system also changed and, in 2014, it was determined that Lindsey Tank no longer had the hydraulic characteristics necessary to function as viable potable water storage for Norman's system. However, because of the potential for Lindsey Tower to be used as dedicated storage for a non-potable reuse system and due to desire from stakeholders to keep the structure, demolition was put on hold.

Interest from an external entity to have their logo on the tank, in addition to a desire to preserve the condition of the tank for potential future use, has led to the need to get updated bids for the tower recoating. Prospective bids for Bid 2627-04 for the Lindsey Water Tower Resurfacing were advertised on June 15, 2026, including several alternates.

DISCUSSION:

Bids for this project were opened on July 14, 2026. One bidder, TMI Coatings L.L.C. (TMI) submitted a bid. Based on comparison of their bid to the Engineer's Estimate as well as to recent tank resurfacing projects completed by Norman Utilities Authority, staff considers this bid to be competitive, and thus has deemed TMI to be the lowest and best bidder for the project. TMI's bid price for combined Alternates 1, 2, and 4 through 7 was \$532,200. In combination, these Alternates encompass a 3-coat system on all exterior tank surfaces and two logos, one each on opposite sides of the tank. This will serve to maintain the condition of

the Lindsey Tower for a minimum of ten (10) years for potential future use as dedicated storage for a proposed non-potable reuse system as well as furnish a platform for an external entity to have their logo installed if City of Norman deems it to be in the City's interest.

To fund this project, staff proposes to use \$276,874.04 in funds currently allocated to Lindsey Tower Resurfacing (Project WA0182, Account No. 31993354.46101 Construction). For the remaining funds, staff proposes to transfer \$300,000.00 from the Robinson Tower Resurfacing, (Project WA0382, Account No. 31993354.46101 Construction), which has a current balance of \$703,800.00. Robinson Tower was resurfaced in 2024, and these were funds that remained in the construction account upon completion of that project. Since there are no other immediate needs for water tower resurfacing on any of the City of Norman's other water towers, this transfer should have no impact on any other planned projects.

RECOMMENDATION NO. 1:

Staff recommends awarding Bid-2627-04, Contract K-2627-10 by and between Norman Utilities Authority and TMI Coatings L.L.C. in the amount of \$532,200, Performance Bond B-2627-11, Statutory Bond B-2627-12, and Maintenance Bond MB-2627-O6 for Project WA0182 Lindsey Tower Resurfacing and Two (2) Logos.

RECOMMENDATION NO. 2:

Staff recommends authorizing budget transfers as outlined in this staff report.

CONTRACT

THIS CONTRACT by and between the NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, hereinafter designated as the AUTHORITY, and **TMI Coatings LLC** hereinafter designated as the CONTRACTOR, effective the date last executed below,

WITNESSETH

WHEREAS, the AUTHORITY has caused to be prepared in accordance with law, specifications and other Contract Documents for the work hereinafter described; and has approved and adopted all of said Contract Documents; and has given and advertised an Invitation to Bid as required by law; and has received sealed Bids for the furnishing of all labor, materials and equipment for the following project:

PROJECT WA0182
LINDSEY TOWER RESURFACING & TWO (2) LOGOS
(COMBINED BID ALTERNATES 1, 2, 4, 5, 6, & 7)
NORMAN, OKLAHOMA

in accordance with and as outlined and set out in the terms and provisions of said Contract Documents; and,

WHEREAS, the CONTRACTOR in response to said Invitation to Bid, has submitted to the AUTHORITY in the manner and at the time specified, a sealed Bid in accordance with the terms of this said Contract Documents; and

WHEREAS, the AUTHORITY, in the manner provided by law, has publicly opened, examined, and canvassed the Bids submitted and has determined and declared the above-named CONTRACTOR to be the best Bidder on the above-prepared project, and has duly awarded said Bid to said CONTRACTOR, for the sum named in the proposal, to wit:

Five Hundred, Thirty-Two Thousand, Two Hundred Dollars and Zero Cents Dollars (\$532,200.00)

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 good and first-class, workman-like manner at his 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 said CONTRACT Documents, per the Table of Contents, including, but not limited to:

- the Invitation to Bid published in the Norman Transcript
- Notice to Bidders
- the Instructions to Bidders;
- the CONTRACTOR'S Bid or Proposal;
- the Bonds thereto;
- Multiple affidavits
- the Conditions of the Contract
- the Technical Specifications and Construction Drawings

all of which documents are on file in the Office of the AUTHORITY, and are made a part of this CONTRACT as fully as if the same were set out in full, with the following additions and/or exceptions:

ADDITIONS: **Addendum No. 1**

Addendum No. 2

EXCEPTIONS: **None**

2) The AUTHORITY shall make payments, minus a retainage as stipulated in the CONTRACT Documents, to the CONTRACTOR in the following manner: On or about the last day of each month, the project manager, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, of work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project manager, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 74, Section 3109-3110, and Title 62, Section 310.09.

On completion of the work, but prior to the acceptance thereof by the AUTHORITY, 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 said CONTRACT Documents; and upon making such determinations said official shall make his final certificate to the AUTHORITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him 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 estimate to the CONTRACTOR; thereupon, the final estimate (including retainage) will be approved and paid.

3) The CONTRACTOR shall commence said work within ten (10) calendar days following receipt of a NOTICE-TO-PROCEED, prosecute the same vigorously and continuously, and complete the same within Seventy-Six (76) calendar days following receipt of NOTICE TO PROCEED.

4) Time is of the essence in completion of this project and the AUTHORITY will suffer financial loss if the Work is not completed within the time(s) specified in preceding paragraph. CONTRACTOR and AUTHORITY also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding such actual loss. Accordingly, instead of requiring any such proof, CONTRACTOR and AUTHORITY therefore further agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay AUTHORITY Five Hundred Dollars (\$500) for each calendar day that expires after the time specified in preceding paragraph, plus any authorized extensions thereof, for completion and readiness for final payment of each portion of the Work.

5) The AUTHORITY shall pay the CONTRACTOR for the work performed as follows:

- a) Payment for unit price items shall be at the unit price bid for actual construction quantities. (or) Payment for the lump sum price items shall be at the price bid for actual construction complete in place.
- b) Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities. Should any defective work or materials be discovered or should a reasonable doubt arise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied. And that the CONTRACTOR'S bid is hereby made a part of this CONTRACT.

6) The AUTHORITY reserves the right to add to or subtract from the estimated quantities or amount of work to be performed up to a maximum of 15% of the total bid price.

7) The CONTRACTOR shall not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the AUTHORITY; and that in the event any additions are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

8) The parties mutually agree and acknowledge that this is an Oklahoma AGREEMENT and any dispute shall be resolved in accordance with the Laws of the State of Oklahoma and actions if necessary shall be brought in the District Court of Cleveland County. In the event of ambiguity in any of the terms of this AGREEMENT, it shall not be construed for or against any party on the basis that such party did or did not author the same

9) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the AUTHORITY, the CONTRACTOR shall be compensated therefore at the unit price bid or as agreed to by both parties in the execution of a Change Order.

10) No provision of this CONTRACT or of any such aforementioned documents shall be interpreted or given legal effect to create an obligation on the part of the AUTHORITY 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 obligations 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 AUTHORITY or in any way to restrict the freedom of the AUTHORITY to exercise full discretion in its dealing with the Contractor.

11) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the AUTHORITY prior to issuance of the NOTICE-TO-PROCEED and commencement of work on the project.

The following statement must be signed and notarized before this Contract will become effective.

STATE OF Minnesota)

COUNTY OF Dakota)

I certify that I am the duly authorized agent of TMI Coatings, LLC, CONTRACTOR.

I further certify that neither the CONTRACTOR nor the anyone subject to the his/her direction or control has paid, given or donated, or agreed to pay, give or donate to any officer or employee of the AUTHORITY, any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.

TMI Coatings, LLC

(Bidder Company Name)

By: [Signature]

Daniel Harvey, President and CEO

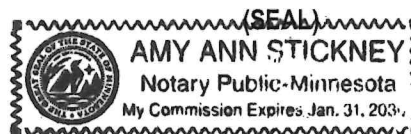
(printed/typed name and title)

Subscribed and sworn to before me this 17th day of July, 2026.

[Signature]

Notary Public (or Clerk or Judge) Amy Stickney

My Commission Expires: 01/31/2030



Norman Utilities Authority
Project WA0182
Lindsey Tower Resurfacing & Two (2) Logos

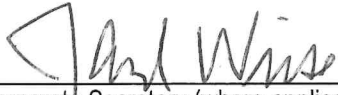
Contract K-2627-10
Bid No. 2627-04

Item 1.

IN WITNESS WHEREOF, AUTHORITY and CONTRACTOR have executed this AGREEMENT;

DATED this _____ day of July, 2026

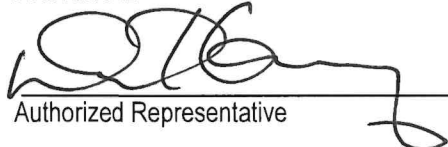
ATTEST


Corporate Secretary (where applicable) Jared Wiese

TMI Coatings, LLC

PRINCIPAL

Signed:


Authorized Representative

Daniel Harvey, President and CEO

Name and Title

(Corporate Seal) (where applicable)

Address:

3291 Terminal Drive

St. Paul, MN 55121

651-452-6100

Telephone:

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 21 day of July, 2026.



AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of

_____, 20____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____

Title: Chairman

Secretary

Norman Utilities Authority
 Project WA0182
 Lindsey Tower Resurfacing & Two (2) Logos

Contract K-2627-10
 Bid No. 2627-04
 B-2627-11

PERFORMANCE BOND

Know all men by these presents that **TMI Coatings LLC**, as PRINCIPAL, and **Swiss Re Corporate Solutions America Insurance Company**, a corporation organized under the laws of the State of **Missouri**, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of **Five Hundred, Thirty-Two Thousand, Two Hundred Dollars and Zero Cents** Dollars (**\$532,200.00**), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the successful bidder on the following PROJECT:

PROJECT WA0182
LINDSEY TOWER RESURFACING & TWO (2) LOGOS
(COMBINED BID ALTERNATES 1, 2, 4, 5, 6, & 7)
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2627-10) with the AUTHORITY, dated _____ to perform and complete said PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by the CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the AUTHORITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by the PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of the PRINCIPAL or his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the AUTHORITY 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 the 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.

It is further expressly agreed that the PRINCIPAL'S obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

Norman Utilities Authority
 Project WA0182
 Lindsey Tower Resurfacing & Two (2) Logos

Contract K-2627-10
 Bid No. 2627-04
 B-2627-11

IN WITNESS WHEREOF, the 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 the ____ day of July, 20 26, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the ____ day of July, 20 26.

(Corporate Seal) (where applicable)

ATTEST

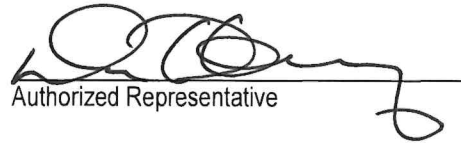


Corporate Secretary (where applicable)
 Jared Wiese

TMI Coatings, LLC

PRINCIPAL

Signed:



Daniel Harvey, President & CEO

Name and Title

Address:

3291 Terminal Drive

St. Paul, MN 55121

(651) 452-6100

Telephone:

(Corporate Seal)

ATTEST



Corporate Secretary
 Austin Muehlschlegel, Witness as to Surety

**Swiss Re Corporate Solutions America
 Insurance Corporation**

SURETY

Signed:



Joshua R. Loftis, Attorney-in-Fact

Name and Title

Address:

1200 Main Street, Suite 800

Kansas City, MO 64105

(816) 253-3700

Telephone:

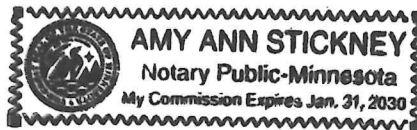


ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Minnesota)COUNTY OF Dakota)

On this 17th day of July, in the year 2026, before me personally appeared Daniel Harvey,
President & CEO of
TMI Coatings, LLC, known to me to be
 the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



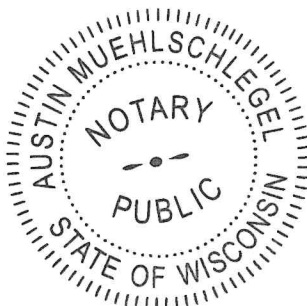
Amy A. Stickney
 Amy Stickney, Notary Public
 My Commission Expires: 01/31/2030

ACKNOWLEDGEMENT OF SURETY

STATE OF Wisconsin)COUNTY OF Dane)

On this 15th day of July, in the year 2026, before me personally come(s)
Joshua R. Loftis, Attorney-in-Fact of
Swiss Re Corporate Solutions America Insurance Corporation, with whom
 I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of
Swiss Re Corporate Solutions America Insurance Corporation, the company described in and
 which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal
 affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of
 said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



Austin Muehlschlegel
 Austin Muehlschlegel, Notary Public
 My Commission Expires: 08/18/2028

Norman Utilities Authority
 Project WA0182
 Lindsey Tower Resurfacing & Two (2) Logos

Contract K-2627-10
 Bid No. 2627-04
 B-2627-11

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)

)§

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 ____, by _____ of _____,

Name and Title

Contractor

a _____ corporation, on behalf of the corporation.

WITNESS my hand and seal this ____ day of _____ 20 ____.

 Notary Public

My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)

)§

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 ____, by _____ an individual.

Name and Title

WITNESS my hand and seal this ____ day of _____ 20 ____.

 Notary Public

My Commission Expires: _____

Norman Utilities Authority
 Project WA0182
 Lindsey Tower Resurfacing & Two (2) Logos

Contract K-2627-10
 Bid No. 2627-04
 B-2627-11

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)

)§

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 ____, by _____ partner (or agent) on behalf of
 Name and Title

_____, a partnership.

WITNESS my hand and seal this ____ day of _____ 20 ____.

 Notary Public

My Commission Expires: _____

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 21 day of July, 2026.



 AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this ____ day of

_____, 20____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____

Title: Chairman

Secretary

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
 SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
 WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

R.W. FRANK, JOSHUA R. LOFTIS, TINA L. DOMASK, ROSS S. SQUIRES, NICOLE STILLINGS, SANDRA M. ENGSTRUM,
BRIAN J. OESTREICH, TED JORGENSEN, MELINDA C. BLODGETT, R.C. BOWMAN, COLBY WHITE, NATHAN WEAVER, MICHELLE MORRISON,
JOSEPH CARDINAL, KRISTINE M. BECKS, RYAN-OLIVIA E. LUNDY, AND AUSTIN MUEHLSCHLEGEL JOINTLY OR SEVERALLY

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 15TH day of APRIL, 20 25

State of Illinois
 County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 15TH day of APRIL, 20 25, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

Karen M. Szveda
 Karen M. Szveda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this July day of 20 26



Jeffrey Goldberg
 Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

Norman Utilities Authority
Project WA0182
Lindsey Tower Resurfacing & Two (2) Logos

Contract K-2627-10
Bid No. 2627-04
B- 2627-12

STATUTORY BOND

Know all men by these presents that **TMI Coatings LLC**, as PRINCIPAL, and **Swiss Re Corporate Solutions America Insurance Company**, a corporation organized under the laws of the State of **Missouri**, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of **Five Hundred, Thirty-Two Thousand, Two Hundred Dollars and Zero Cents (\$532,200.00)**, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best bidder on the following PROJECT:

PROJECT WA0182
LINDSEY TOWER RESURFACING & TWO (2) LOGOS
(COMBINED BID ALTERNATES 1, 2, 4, 5, 6, & 7)
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2627-10) with the AUTHORITY, dated _____ to perform and complete said PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, 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, subject to the provisions of 61 O.S. 1981 §2, for 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 obligation of this Bond.

It is further expressly agreed that the PRINCIPAL'S obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

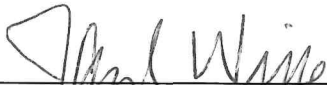
Norman Utilities Authority
 Project WA0182
 Lindsey Tower Resurfacing & Two (2) Logos

Contract K-2627-10
 Bid No. 2627-04
 B- 2627-12

IN WITNESS WHEREOF, the 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 the ____ day of July, 2026, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the ____ day of July, 2026.

(Corporate Seal) (where applicable)

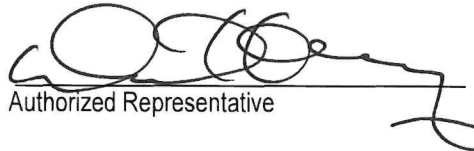
ATTEST


 Corporate Secretary (where applicable)

TMI Coatings, LLC

PRINCIPAL

Signed:


 Authorized Representative

Daniel Harvey, President & CEO

Name and Title

Address:

3291 Terminal Drive

St. Paul, MN 55121

Telephone:

(651) 452-6100

(Corporate Seal)

ATTEST


 Corporate Secretary
 Austin Muehlschlegel, Witness as to Surety

Swiss Re Corporate Solutions America
 Insurance Corporation

SURETY

Signed:


 Authorized Representative

Joshua R. Loftis, Attorney-in-Fact

Name and Title

Address:

1200 Main Street, Suite 800

Kansas City, MO 64105

Telephone:

(816) 253-3700

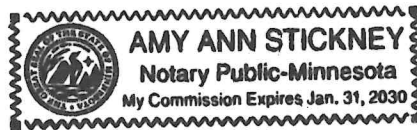


ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Minnesota)COUNTY OF Dakota)

On this 17th day of July, in the year 2026, before me personally appeared Daniel Harvey,
President & CEO of
TMI Coatings, LLC, known to me to be
 the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



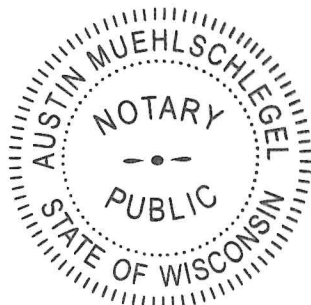
Amy A. Stickney
 Amy Stickney, Notary Public
 My Commission Expires: 01/31/2030

ACKNOWLEDGEMENT OF SURETY

STATE OF Wisconsin)COUNTY OF Dane)

On this 15th day of July, in the year 2026, before me personally come(s)
Joshua R. Loftis, Attorney-in-Fact of
Swiss Re Corporate Solutions America Insurance Corporation, with whom
 I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of
Swiss Re Corporate Solutions America Insurance Corporation, the company described in and
 which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal
 affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of
 said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



Austin Muehlschlegel
 Austin Muehlschlegel, Notary Public
 My Commission Expires: 08/18/2028

Norman Utilities Authority
 Project WA0182
 Lindsey Tower Resurfacing & Two (2) Logos

Contract K-2627-10
 Bid No. 2627-04
 B- 2627-12

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
 20 ____, by _____ of _____,
 Name and Title
 a _____ corporation, on behalf of the corporation.

WITNESS my hand and seal this ____ day of _____ 20 ____.

 Notary Public

My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
 20 ____, by _____ an individual.
 Name and Title

WITNESS my hand and seal this ____ day of _____ 20 ____.

 Notary Public

My Commission Expires: _____

Norman Utilities Authority
 Project WA0182
 Lindsey Tower Resurfacing & Two (2) Logos

Contract K-2627-10
 Bid No. 2627-04
 B- 2627-12

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
 20____, by _____ partner (or agent) on behalf of
 Name and Title
 _____, a partnership.

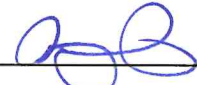
WITNESS my hand and seal this ____ day of _____ 20____.

 Notary Public

My Commission Expires: _____

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 21 day of July, 2026.



 AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this ____ day of _____, 20____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____

Title: Chairman

Secretary

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
 SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
 WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

R.W. FRANK, JOSHUA R. LOFTIS, TINA L. DOMASK, ROSS S. SQUIRES, NICOLE STILLINGS, SANDRA M. ENGSTRUM,
BRIAN J. OESTREICH, TED JORGENSEN, MELINDA C. BLODGETT, R.C. BOWMAN, COLBY WHITE, NATHAN WEAVER, MICHELLE MORRISON,
JOSEPH CARDINAL, KRISTINE M. BECKS, RYAN-OLIVIA E. LUNDY, AND AUSTIN MUEHLSCHLEGEL JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 15TH day of APRIL, 20 25

State of Illinois
 County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 15TH day of APRIL, 20 25, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

Karen M. Szveda
 Karen M. Szveda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this July day of 20 26.



Jeffrey Goldberg
 Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

Norman Utilities Authority
Project WA0182
Lindsey Tower Resurfacing & Two (2) Logos

Contract K-2627-10
Bid No. 2627-04
MB-2627-06

MAINTENANCE BOND

Know all men by these presents that **TMI Coatings LLC**, as PRINCIPAL, and **Swiss Re Corporate Solutions America Insurance Company**, a corporation organized under the laws of the State of **Missouri**, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of **Five Hundred, Thirty-Two Thousand, Two Hundred Dollars and Zero Cents** Dollars (**\$532,200.00**), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the successful bidder on the following PROJECT:

PROJECT WA0182
LINDSEY TOWER RESURFACING & TWO (2) LOGOS
(COMBINED BID ALTERNATES 1, 2, 4, 5, 6, & 7)
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2627-10) with the AUTHORITY, dated _____ to perform and complete said PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

WHEREAS, under the ordinances of the AUTHORITY, the PRINCIPAL is required to furnish to the AUTHORITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the AUTHORITY or expense to the AUTHORITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of two (2) years from the date of the written final acceptance by the AUTHORITY, then this obligation shall be null and void. 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 maintain or make any needed repairs upon the construction on the PROJECT, 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 AUTHORITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

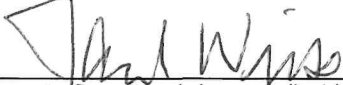
If is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

Norman Utilities Authority
 Project WA0182
 Lindsey Tower Resurfacing & Two (2) Logos

Contract K-2627-10
 Bid No. 2627-04
 MB-2627-06

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 the ____ day of July, 2026, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the ____ day of July, 2026.

(Corporate Seal) (where applicable)
 ATTEST


 Corporate Secretary (where applicable)
 Jared Wiese

TMI Coatings, LLC

PRINCIPAL

Signed:


 Authorized Representative

Daniel Harvey, President & CEO

Name and Title

Address:

3291 Terminal Drive

St. Paul, MN 55121

Telephone:

(651) 452-6100

(Corporate Seal)

ATTEST


 Corporate Secretary
 Austin Muehlschlegel, Witness as to Surety

**Swiss Re Corporate Solutions America
 Insurance Corporation**

SURETY

Signed:


 Authorized Representative

Joshua R. Loftis, Attorney-in-Fact

Name and Title

Address:

1200 Main Street, Suite 800

Kansas City, MO 64105

Telephone:

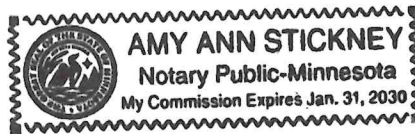
(816) 253-3700



ACKNOWLEDGEMENT OF PRINCIPALSTATE OF Minnesota)COUNTY OF Dakota)

On this 17th day of July, in the year 2026, before me personally
 appeared Daniel Harvey,
President & CEO of
TMI Coatings, LLC, known to me to be
 the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in
 this certificate first above written.

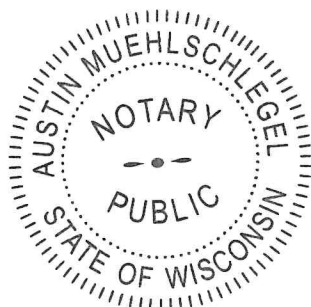


Amy A. Stickney
 Amy Stickney, Notary Public
 My Commission Expires: 01/31/2030

ACKNOWLEDGEMENT OF SURETYSTATE OF Wisconsin)COUNTY OF Dane)

On this 15th day of July, in the year 2026, before me personally come(s)
Joshua R. Loftis, Attorney-in-Fact of
Swiss Re Corporate Solutions America Insurance Corporation, with whom
 I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of
Swiss Re Corporate Solutions America Insurance Corporation, the company described in and
 which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal
 affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of
 said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in
 this certificate first above written.



Austin Muehlschlegel
 Austin Muehlschlegel, Notary Public
 My Commission Expires: 08/18/2028

Norman Utilities Authority
 Project WA0182
 Lindsey Tower Resurfacing & Two (2) Logos

Contract K-2627-10
 Bid No. 2627-04
 MB-2627-06

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)

)§

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 ____, by _____ of _____,

Name and Title

a _____ corporation, on behalf of the corporation.

WITNESS my hand and seal this ____ day of _____ 20 ____.

 Notary Public

My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)

)§

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 ____, by _____ an individual.

Name and Title

WITNESS my hand and seal this ____ day of _____ 20 ____.

 Notary Public

My Commission Expires: _____

Norman Utilities Authority
 Project WA0182
 Lindsey Tower Resurfacing & Two (2) Logos

Contract K-2627-10
 Bid No. 2627-04
 MB-2627-06

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)

)§

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 ____, by _____ partner (or agent) on behalf of
 Name and Title

_____, a partnership.

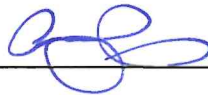
WITNESS my hand and seal this ____ day of _____ 20 ____.

 Notary Public

My Commission Expires: _____

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 21 day of July, 20²⁶.



 AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this ____ day of _____, 20 ____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____

Title: Chairman

Secretary

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
 SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
 WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

R.W. FRANK, JOSHUA R. LOFTIS, TINA L. DOMASK, ROSS S. SQUIRES, NICOLE STILLINGS, SANDRA M. ENGSTRUM,
BRIAN J. OESTREICH, TED JORGENSEN, MELINDA C. BLODGETT, R.C. BOWMAN, COLBY WHITE, NATHAN WEAVER, MICHELLE MORRISON,
JOSEPH CARDINAL, KRISTINE M. BECKS, RYAN-OLIVIA E. LUNDY, AND AUSTIN MUEHLSCHLEGEL JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 15TH day of APRIL, 20 25

State of Illinois
 County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 15TH day of APRIL, 20 25, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

Karen M. Szweda
 Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this day of July, 20 26



Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC



THINKING AHEAD

July 15, 2026

Norman Utilities Authority
225 N. Webster Avenue
Norman, OK 73069

Bond Number: 2382921

Bond Amount: \$532,200.00

Principal: TMI Coatings, LLC

Obligee: Norman Utilities Authority

Project Description: Bid No. 2627-04 - Contract K-2627-10 - Project WA0182 - Lindsey Water Tower
Resurfacing & Two (2) Lagoos - Norman, OK

To Whom It May Concern:

Please note that the enclosed bonds and accompanying Power of Attorney forms are currently undated as the contract has not yet been dated.

This letter authorizes you to insert the appropriate dates once the contracts have been executed. It is essential that the dates on the bond and the Power of Attorney are on or after the contract date for the bond to be effective. The bond may be considered invalid if either the bond or the Power of Attorney is dated prior to the contract date.

Upon dating the bonds, kindly inform our office within 24 hours of the relevant date so that we can update our records and those of the surety accordingly.

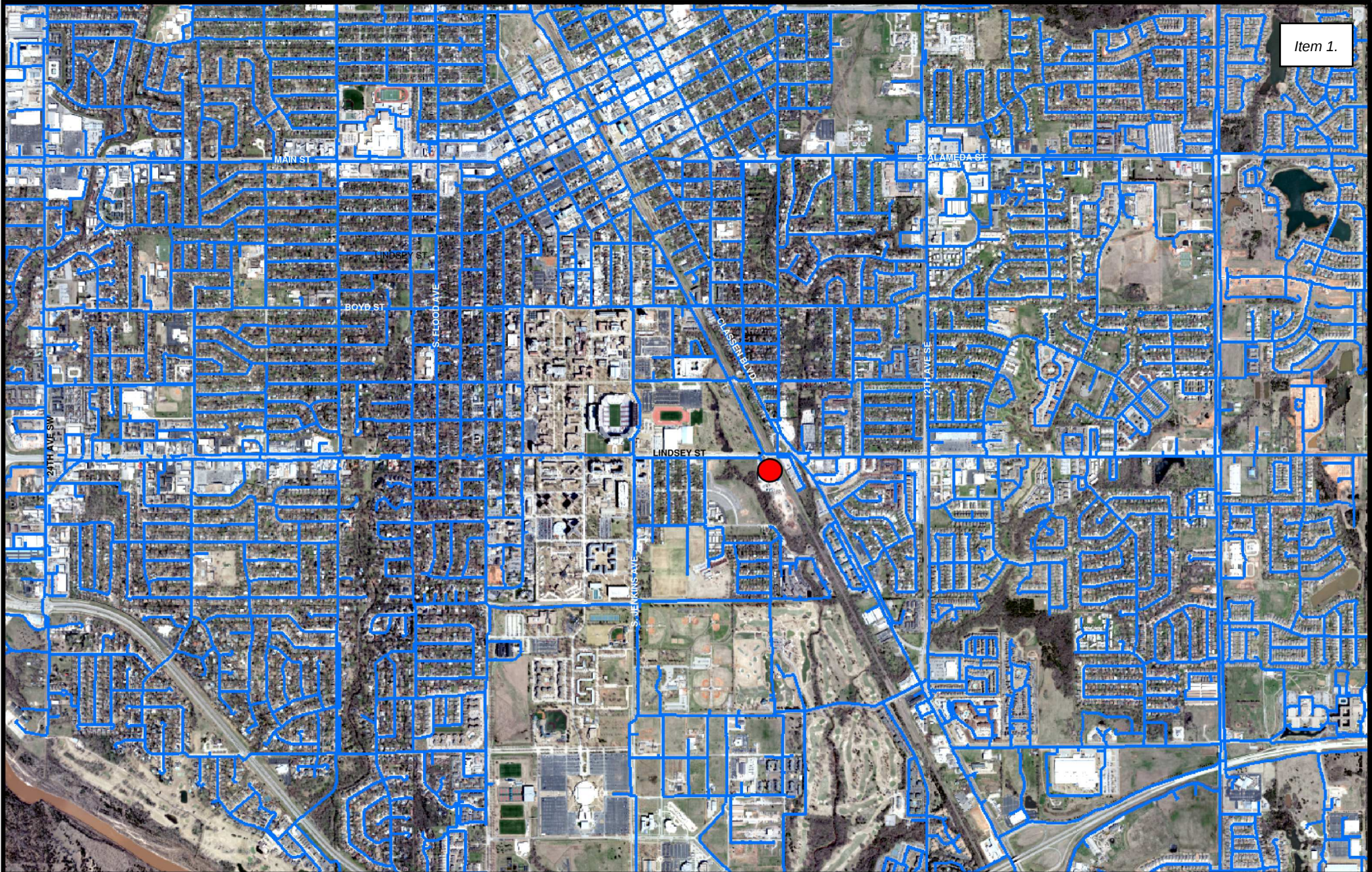
Sincerely,

Austin Muehlschlegel
Email: amuehlschlegel@holmesmurphy.com
Phone: 608-242-2548
Holmes, Murphy and Associates, LLC
1601 Utica Ave. S., Suite 700
St. Louis Park, MN 55416

HOLMESMURPHY.COM

Bid No. 2627-04, Contract K-2627-10
Project WA0182, Lindsey Tower Resurfacing & Two (2) Logos
Bid Tabulation for July 14, 2026 @ 2:00 pm Bid Opening

Alternate	Engineer's Estimate	TMI Coatings LLC	No bidder	No Bidder	No Bidder	Difference between Low Bidder & Engineer's Estimate
1	\$ 271,000.00	\$ 204,300.00	\$ -	\$ -	\$ -	-24.6%
2	\$ 56,250.00	\$ 31,800.00	\$ -	\$ -	\$ -	-43.5%
3	\$ 40,000.00	\$ 34,300.00	\$ -	\$ -	\$ -	-14.3%
4	\$ 70,000.00	\$ 54,500.00	\$ -	\$ -	\$ -	-22.1%
5	\$ 175,385.00	\$ 24,900.00	\$ -	\$ -	\$ -	-85.8%
6	\$ 99,192.00	\$ 44,200.00	\$ -	\$ -	\$ -	-55.4%
7	\$ 339,345.00	\$ 172,500.00	\$ -	\$ -	\$ -	-49.2%
8	\$ 400,000.00	No Bid	\$ -	\$ -	\$ -	N/A
Resurfacing w/ Norman Logo (Alts 1-3 & 5-7)	\$ 981,172.00	\$ 512,000.00	\$ -	\$ -	\$ -	-47.8%
Resurfacing w/ Art Logo (Alts 1, 2 & 4-7)	\$ 1,011,172.00	\$ 532,200.00	\$ -	\$ -	\$ -	-47.4%
Demolition (Alt 8)	\$ 400,000.00	No Bid	\$ -	\$ -	\$ -	N/A

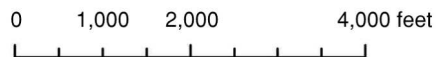


**PROJECT WA0182, LINDSEY TOWER
RESURFACING & TWO (2) LOGOS**



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.



Location of Lindsey Tower 



July 17, 2026

City of Norman
201 West Gray Street
Building C
Norman, OK 73069
Via email to: Kenneth.Giannone@NormanOK.gov

Attn: Ken Giannone, P.E.

Re: 2026 Lindsey Water Tower Resurfacing & Two (2) Logos Recommendation

Enclosed please find the recommendation for the 2026 Lindsey Water Tower Resurfacing & Two (2) Logos Project.

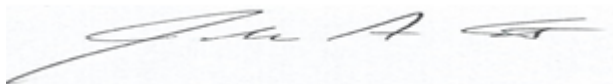
Pricing for each alternate appears to be fair and reasonable. Therefore, since Norman Utilities Authority's ultimate goal is to preserve the condition of Lindsey EST for potential future use, WindForce Engineering and Inspection recommends awarding Alternates 1, 2, 5, 6, and 7 to TMI for a total contract cost of \$477,700.00.

Pricing for both logo options is also fair and reasonable so, if City of Norman determines that installing one of the logo options is in their interest, WindForce Engineering and Inspection would also recommend awarding that alternate logo (Alternate 3 or 4) as well. This would increase the contract cost to \$512,000 (to include the Norman logo) or \$532,200 (to include the art logo).

We appreciate the opportunity to serve you. If you should have any questions or if we can provide additional assistance, please call anytime.

Thanks for your business!

Sincerely,



Joe Seiter, P.E.,
Vice President



7/17/2026



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 07/21/2026

REQUESTER: Jason Murphy, Stormwater Program Manager

PRESENTER: Scott Sturtz, Director of Public Works

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF TEMPORARY CONSTRUCTION EASEMENTS E-2627-1 THROUGH E-2627-4: FOR THE SUMMIT HOLLOW DRAINAGE IMPROVEMENT PROJECT AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The Summit Hollow Drainage Improvement Project was developed to address repeated failures of the existing stormwater infrastructure serving the drainage channel east of Summit Hollow Drive. Following hydraulic analysis and engineering design by Halff Associates, a reinforced concrete box culvert and associated drainage improvements were selected as the preferred solution to stabilize the channel, improve conveyance, and protect adjacent residential properties.

The project is generally located within an existing permanent drainage easement. However, due to grading requirements necessary to construct the improvements in accordance with the engineered design, limited temporary access beyond the permanent easement is required during construction. These areas will be utilized only for grading activities necessary to tie the completed improvements back into existing ground elevations and achieve the slopes specified in the construction plans.

DISCUSSION:

To facilitate construction, adjacent property owners have voluntarily granted Temporary Construction Easements (TCEs) to the City. These easements provide temporary rights for construction access and grading outside the limits of the existing permanent drainage easement.

Because the easements are temporary in nature and expire upon completion of the project, they will **not** be filed of record. The property owners have voluntarily executed the easement agreements, and no monetary consideration was requested or exchanged.

Upon completion of construction, all disturbed areas outside the permanent drainage easement will be restored in accordance with the project plans and specifications. The Temporary Construction Easements do not create any permanent property interest or modify the existing permanent drainage easement.

Acceptance of these Temporary Construction Easements will allow construction to proceed in accordance with the approved engineering design while minimizing permanent impacts to adjacent private property.

RECOMMENDATION NO. 1:

Staff recommends approval of Temporary Construction Easements E-2627-1 through E-2627-2 associated with the Summit Hollow Drainage Improvement Project.

E-2627-1

TEMPORARY CONSTRUCTION EASEMENT

Know all men by these presents:

That Parker, Kevan W. and Parker, Cortney, husband and wife, for and in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do/does hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a temporary easement over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

A 10 foot Temporary Construction Easement located in Norman, Cleveland County, Oklahoma, being more particularly described by perimeter metes and bounds as follows:

See attached Easement Exhibit "A".

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a public [[roadway, drainage structure or utility; right-of-way and sidewalk]].

The sole purpose of this easement is to grant to the City of Norman the right to work on the above-described tract of land, and includes the right to use and remove any and all sand, rock, dirt, gravel, and other road building materials from the above-described tract of land.

It is a condition of this easement that it shall not be filed of record and that all rights conveyed to the City of Norman by this instrument shall terminate upon completion of the *Summit Hollow Storm Drainage Repair* project .

TEMPORARY CONSTRUCTION EASEMENT

To have and to hold the same unto the said city, its successors, and assigns forever.

Signed and delivered this 14 day of June, 2026

OWNER:

Kevan W. Parker

Name

Kevan W. Parker

Signature

SPOUSE:

Cortney Parker

Name

Cortney Parker

Signature

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 14th day of June, 2026, personally appeared Kevan Parker and Courtney Parker, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: June 2, 2028 Notary Public: Charis Ruth Freeman

Approved as to form and legality this 14 day of June, 2026.



[Signature] 7/17/26
City Attorney

Approved and accepted by the Council of the City of Norman, this _____ day of _____, 20____.

Mayor

ATTEST:

City Clerk

SEAL:

K-2526-143

Parcel No. 3

E-2627-2

TEMPORARY CONSTRUCTION EASEMENT**Know all men by these presents:**

That Del Castillo, Gianfranco, a single person, for and in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do/does hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a temporary easement over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

A 10 foot Temporary Construction Easement located in Norman, Cleveland County, Oklahoma, being more particularly described by perimeter metes and bounds as follows:

See attached Easement Exhibit "A".

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a public [[roadway, drainage structure or utility; right-of-way and sidewalk]].

The sole purpose of this easement is to grant to the City of Norman the right to work on the above-described tract of land, and includes the right to use and remove any and all sand, rock, dirt, gravel, and other road building materials from the above-described tract of land.

It is a condition of this easement that it shall not be filed of record and that all rights conveyed to the City of Norman by this instrument shall terminate upon completion of the *Summit Hollow Storm Drainage Repair* project.

TEMPORARY CONSTRUCTION EASEMENT

To have and to hold the same unto the said city, its successors, and assigns forever.

Signed and delivered this 15 day of JUNE, 2020

OWNER:

GIANFRANCO DELCASTILLO

Name

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 15th day of

K-2526-143

Parcel No. 1

June 15th, 2026, personally appeared Gianfranco Delcastillo, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: 11/05/29 Notary Public: Braden Robert



Approved as to form and legality this 17 day of July, 2026.

[Signature]
City Attorney

Approved and accepted by the Council of the City of Norman, this ____ day of _____, 20____.

Mayor

ATTEST:

City Clerk

SEAL:

K-2526-143

Parcel No. 4

E-2627-3

TEMPORARY CONSTRUCTION EASEMENT**Know all men by these presents:**

That Lopez, Alfredo Rubio III and Nuccio, Nicole, Tenants in Common, for and in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do/does hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a temporary easement over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

A 10 foot Temporary Construction Easement located in Norman, Cleveland County, Oklahoma, being more particularly described by perimeter metes and bounds as follows:

See attached Easement Exhibit "A".

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a public [[roadway, drainage structure or utility; right-of-way and sidewalk]].

The sole purpose of this easement is to grant to the City of Norman the right to work on the above-described tract of land, and includes the right to use and remove any and all sand, rock, dirt, gravel, and other road building materials from the above-described tract of land.

It is a condition of this easement that it shall not be filed of record and that all rights conveyed to the City of Norman by this instrument shall terminate upon completion of the *Summit Hollow Storm Drainage Repair* project.

TEMPORARY CONSTRUCTION EASEMENT

To have and to hold the same unto the said city, its successors, and assigns forever.

Signed and delivered this 14 day of June, 2026.

OWNER:

Alfredo R Lopez III

Name

[Signature]

Signature

OWNER:

Nicole Nuccio

Name

[Signature]

Signature

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 14 day of June, 2026, personally appeared Alfredo Lopez & Nicole Muccio, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: June 2, 2028 Notary Public: Charis Ruth Freeman

Approved as to form and legality this 14 day of June, 2026.



[Signature] 7/16/26
City Attorney

Approved and accepted by the Council of the City of Norman, this _____ day of _____, 20____.

Mayor

ATTEST:

City Clerk

SEAL:

E 2627-4

TEMPORARY CONSTRUCTION EASEMENT**Know all men by these presents:**

That Hall, Jason Andrew & Chyla T, husband and wife, as Joint Tenants with Right of Survivorship, for and in consideration of the sum of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do/does hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a temporary easement over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

A 10 foot Temporary Construction Easement located in Norman, Cleveland County, Oklahoma, being more particularly described by perimeter metes and bounds as follows:

See attached Easement Exhibit "A".

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a public drainage structure.

The sole purpose of this easement is to grant to the City of Norman the right to work on the above-described tract of land, and includes the right to use and remove any and all sand, rock, dirt, gravel, and other road building materials from the above-described tract of land.

It is a condition of this easement that it shall not be filed of record and that all rights conveyed to the City of Norman by this instrument shall terminate upon completion of the *Summit Hollow Storm Drainage Repair* project (the "project"). Two trees along the back fence of the grantor's property, notwithstanding their location in the City's existing drainage easement on this property, will be replaced by the City with a similar tree of similar size if damaged as a result of the project. The City will install sod within the easement and provide necessary grading. Future plantings within the drainage/utility easement are the sole responsibility of the property owner as provided by law. The City further warrants that no stormwater inlet or other surface drainage structure will be placed or constructed within the existing drainage easement or within this temporary construction easement as a part of the project. The City warrants that the drainage structure for the project is engineered and designed to accommodate a 100-year flooding event and the City will inspect and maintain the drainage structure on a regular basis as part of its stormwater infrastructure system. The City further warrants that, in regards to the residential lot to the east of the Grantor's property, a grading plan and drainage study have been submitted that demonstrates a reduction in historical stormwater flow impacting the Grantor's property.

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TEMPORARY CONSTRUCTION EASEMENT

To have and to hold the same unto the said city, its successors, and assigns forever.

Signed and delivered this 16th day of July, 2026.

OWNER(S):

Jason A Hall
Name

[Signature]
Signature

Chyla T Hall
Name

[Signature]
Signature

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 16th day of July, 2026, personally appeared Jason Andrew Hall and Chyla T. Hall, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.



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

My Commission Expires: 5-5-27

Notary Public: [Signature]

Approved as to form and legality this 17 day of July, 2026.

[Signature]
City Attorney

Approved and accepted by the Council of the City of Norman, this _____ day of _____, 20____.

Mayor

ATTEST:

City Clerk