CITY OF NORMAN, OK
CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, November 10, 2026 at 6:30 PM

AGENDA

Amended

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

CITY COUNCIL, NORMAN UTILITIES AUTHORITY, NORMAN MUNICIPAL AUTHORITY, NORMAN TAX INCREMENT FINANCE AUTHORITY, AND NORMAN PARKING AND TRANSIT 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-2627-24: A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING TUESDAY, NOVEMBER 10, 2026, AS NORMAN ARTS COUNCIL DAY IN THE CITY OF NORMAN.

COUNCIL ANNOUNCEMENTS

CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 2 through Item 27 be placed on the consent docket.

APPROVAL OF MINUTES

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

   CITY COUNCIL FINANCE COMMITTEE MEETING MINUTES OF JUNE 18, 2025.

   CITY COUNCIL CONFERENCE MEETING MINUTES OF AUGUST 11, 2026.

   CITY COUNCIL SPECIAL MEETING MINUTES OF AUGUST 18, 2026.

Appointments

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

BOARD OF ADJUSTMENT

TERM: 12-22-26 TO 12-22-29, ERIC WILLIAMS - WARD 4

TERM: 12-22-26 TO 12-22-29, MAT GRAVES - WARD 2

NORMAN FORWARD CITIZEN FINANCIAL OVERSIGHT BOARD

TERM: 12-22-26 TO 12-22-29, CHRISTOPHER HOUSMAN - WARD 3

TERM: 12-22-26 TO 12-22-29, SHANON BUCKINGHAM - WARD 4

TERM: 12-22-26 TO 12-22-29, ANDY SHERRER - WARD 3

ENVIRONMENTAL CONTROL ADVISORY BOARD

TERM: 10-27-26 TO 10-27-29, DEBBIE SMITH - WARD 4

TERM: 10-27-26 TO 10-27-29, BOB NAIRN - WARD 6

HISTORIC DISTRICT

TERM: 10-26-26 TO 10-26-29, KAREN THURSTON - WARD 4

TERM: 10-26-26 TO 10-26-29, TRENT BAGGETT - WARD 4

TERM: 11-10-26 TO 11-10-29, KATHLEEN WALKER – WARD 4

NORMAN HOUSING AUTHORITY

TERM: 11-10-26 TO 11-10-29, BRANDON HOPPER - WARD 3

TERM: 11-21-26 TO 11-21-29, RICHARD MCKINNEY - WARD 3

PARKS BOARD

TERM: 01-01-27 TO 01-01-30, MARK NANNY - WARD 1

TERM: 01-01-27 TO 01-01-30, KRISTINA WYCKOFF - WARD 4

TERM: 01-01-27 TO 01-01-30, TODD FAGIN - WARD 2

PLANNING COMMISSION

TERM: 11-01-26 TO 11-01-29, KEVAN PARKER - WARD 3

TERM: 11-01-26 TO 11-01-29, JIM GRIFFITH - WARD 6

TERM: 11-01-26 TO 11-01-29, DR. MICHAEL JABLONSKI - WARD 1

TERM: 11-10-26 TO 11-10-29, TAYLOR DAVIS – WARD 4

First Reading Ordinance

4. CONSIDERATION OF ADPOTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2627-1 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS ONE (1) AND TWO (2), IN BLOCK SEVEN (7), OF D.L. LARSH'S FIRST ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA FROM A CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT, AND PLACE THE SAME IN A CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (201 W APACHE; WARD 4)

5. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2627-10 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSURE OF SPECIFIC FIFTEEN-FOOT (15') WIDTH UTILITY EASEMENT LOCATED WITHIN LOT 1, BLOCK 1, VICKSBURG VILLAGE, A REPLAT OF LOT 11, BLOCK 3, JAMESTOWN ESTATES NO. 3 ADDITION. (LOCATED AT 200 VICKSBURG DRIVE (WARD 8).

6. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2627-11 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS FIVE (5), SIX (6) AND SEVEN (7), IN BLOCK EIGHT (8), OF D. L. LARSH'S FIRST ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA FROM CCFBC, CENTER CITY FORM BASED CODE, AND PLACE THE SAME IN A CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (211 W SYMMES; WARD 4)

7. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2627-12 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE A TRACT OF LAND BEING IN THE SOUTHWEST QUARTER (SW/4) OF SECTION NINE (9), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA FROM A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE THE SAME IN A PUD, PLANNED UNIT DEVELOPMENT OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3060 CLASSEN BLVD; WARD 7)

8. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2627-15 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTIONS 2-318, 2-319, AND 2-320 OF THE NORMAN CITY CODE TO INCREASE THE NUMBER OF MEMBERS APPOINTED TO THE ECONOMIC DEVELOPMENT ADVISORY BOARD, ENSURING WARD-SPECIFIC REPRESENTATION, EXPANDING SPECIFIED EXPERTISE FOR A MAJORITY OF THE MEMBERS, AND ADDING TO THE DUTIES AND POWERS OF THE BOARD; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Permits

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RECEIPT OF CONSTRUCTION PERMIT WL000014260782 FROM THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) FOR THE TECUMSEH ROAD WATER LINE REPLACEMENT PROJECT (WA0380) BETWEEN 24TH AVENUE NW AND JOURNEY PARKWAY. (WARD 8)

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RECEIPT OF CONSTRUCTION PERMIT WL000014260005 FROM THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) FOR THE DESTIN LANDING SECTION 1 WATER LINE PROJECT. (WARD 5)

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RECEIPT OF CONSTRUCTION PERMIT SL000014251135 FROM THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) FOR THE DESTIN LANDING PHASE 1 LIFT STATION AND FORCE MAIN DEVELOPMENT PROJECT. (WARD 5)

Certificate of Survey

12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2627-4: FOR 10 MILE (PREVIOUSLY COS-2122-2, THE SPORTING CLUB) (GENERALLY LOCATED ¼ MILE WEST OF 60TH AVENUE N.W. ON THE SOUTH SIDE OF INDIAN HILLS ROAD). (WARD 3).

Easement

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF E-2627-35 (ROADWAY EASEMENT), E-2627-36 (WATER), AND E-2627-37: (DRAINAGE) THAT WILL SERVE 310 EAST BOYD PROJECT (BLOCK 1, THE SECOND STATE UNIVERSITY ADDITION (LOCATED AT 310 EAST BOYD), AND THE FILING THEREOF (WARD 4).

Encroachment

14. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONSENT TO ENCROACH EN-2627-1: FOR LOT 3, BLOCK 1, BROOKHAVEN NO. 44 ADDITION, CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA. (3805 BRENTON CIRCLE) (WARD 8)

Contracts

15. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER FIVE TO CONTRACT K-2526-1: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ARROYO'S CONCRETE L.L.C., DECREASING THE CONTRACT AMOUNT BY $44,185.05 FOR A REVISED CONTRACT AMOUNT OF $839,336.09 FOR THE FYE 2026 SIDEWALK CONCRETE PROJECTS, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF $41,966.80. (WARDS 1-8)

16. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2526-131: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND GARVER, L.L.C., INCREASING THE CONTRACT AMOUNT BY $85,000 FOR A REVISED CONTRACT TOTAL OF $134,575 FOR ENGINEERING SERVICES ASSOCIATED WITH THE NORMAN WATER RECLAMATION FACILITY (WRF) DIGESTER THREE CONDITION ASSESSMENT, AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT. (Ward 7)

17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDING BID 2526-55 AND CONTRACT K-2526-190 BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND EIGHTTWENTY OKLAHOMA, L.L.C., IN THE AMOUNT OF $184,876.00; PERFORMANCE BOND B-2526-86; STATUTORY BOND B-2526-87; MAINTENANCE BOND MB-2526-69 FOR THE LINE MAINTENANCE SOLAR PHOTOVOLTAIC SYSTEM INSTALLATION PROJECT. (WARD 6)

18. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF K-2627-4: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND INNOVATIVE ROADWAY SOLUTIONS, L.L.C., FOR THE FINAL ACCEPTANCE AND PAYMENT OF $26,909.03 FOR THE FYE 2027 STREET MAINTENANCE BOND - PREVENTATIVE MAINTENANCE PROJECT (WARDS 8 AND 3).

19. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDING BID 2627-13 AND CONTRACT K-2627-12: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND DC WELL SERVICES OF OKLAHOMA, L.L.C., IN THE AMOUNT OF $60,957.00; PERFORMANCE BOND B-2627-13; STATUTORY BOND B-2627-14; MAINTENANCE BOND MB-2627-7 FOR THE ABANDONMENT OF WELLS 17-20 PROJECT; AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT. (WARD 8)

20. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AWARDING BID 2627-14 AND CONTRACT K-2627-16: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SOUTHWEST WATER WORKS, L.L.C., IN THE AMOUNT OF $1,883,895; PERFORMANCE BOND B-2627-17; STATUTORY BOND B-2627-18; MAINTENANCE BOND MB-2627-09 FOR THE ROYAL OAKS WATERLINE REPLACEMENT PROJECT (WARD 6).

21. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ADDENDUM ONE TO CONTRACT K-2627-26: A CONTRACT BETWEEN THE CITY OF NORMAN, THE NORMAN UTILITIES AUTHORITY, AND DR PEPPER/SEVEN UP, INC. FOR THE PURPOSE OF ESTABLISHING AND NAMING PARK SPACE, PROVIDING FOR THE USE OF THE DR PEPPER NAME, AND PROVIDING FOR PUBLIC ART.

22. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2627-20, CONTRACT K-2627-71: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND LOWE-NORTH CONSTRUCTION INC., IN THE AMOUNT OF $448,888, PERFORMANCE BOND B-2627-40, STATUTORY BOND B-2627-41, AND MAINTENANCE BOND MB-2627-21; FOR THE TRANSIT CENTER EV BUS PANTOGRAPH SYSTEM INSTALLATION PROJECT; AND ADOPTION OF RESOLUTION R-2627-55 GRANTING TAX-EXEMPT STATUS; AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT. (WARD 4)

Resolutions

23. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-58: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN MUNICIPAL AUTHORITY APPROPRIATING $555,852 FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUND BALANCE, $1,326,151 FROM THE ROOM TAX FUND BALANCE, $34,175 FROM THE YOUNG FAMILY ATHLETIC CENTER (YFAC) FUND BALANCE, $1,472,138 FROM THE RISK MANAGEMENT FUND BALANCE, $2,573,402 FROM THE CAPITAL FUND BALANCE, $687 FROM THE NORMAN FORWARD FUND BALANCE, AND $302,384 FROM THE DEBT SERVICE FUND BALANCE, TO CLOSE OUT YEAR END ACCOUNTING ENTRIES FOR FYE 2026.

24. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-63: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GIVING THE SECRETARY OF THE CLEVELAND COUNTY ELECTION BOARD NOTICE OF 2027 MUNICIPAL AND MUNICIPAL RUNOFF ELECTIONS.

25. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-65: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING AN APPROPRIATION OF FUNDS IN THE AMOUNT OF $55,461.40 FROM RISK MANAGEMENT MISCELLANEOUS REIMBURSEMENTS/REFUNDS ACCOUNT TO REPAIR AND REPLACE TRAFFIC SIGNAL EQUIPMENT OR TRAFFIC SIGNS DAMAGED IN TRAFFIC COLLISIONS.

26. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-66: A RESOLUTION FIXING THE AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2027A TO MATURE EACH YEAR; FIXING THE TIME AND PLACE THE BONDS ARE TO BE SOLD; DESIGNATING A PAYING AGENT/REGISTRAR AND DISCLOSURE COUNSEL; APPROVING THE PRELIMINARY OFFICAL STATEMENT AND DISTRIBUTION THEREOF; AND AUTHORIZING THE CLERK TO GIVE NOTICE OF SAID SALE AS REQUIRED BY LAW AND FIXING OTHER DETAILS OF THE ISSUE.

27. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-67: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, DECLARING THAT THE CITY COUNCIL, NORMAN MUNICIPAL AUTHORITY, NORMAN UTILITIES AUTHORITY, NORMAN TAX INCREMENT FINANCE AUTHORITY AND NORMAN PARKING AND TRANSIT AUTHORITY MEETING SCHEDULED FOR DECEMBER 22, 2026, SHALL BE CANCELLED.

NON-CONSENT ITEMS

Preliminary Plats

28. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2627-4: PRELIMINARY PLAT FOR 108TH AVENUE BUSINESS ADDITION (LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF STATE HIGHWAY 9 AND 108TH AVENUE S.E.) (WARD 5).

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-2627-24: A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING TUESDAY, NOVEMBER 10, 2026, AS NORMAN ARTS COUNCIL DAY IN THE CITY OF NORMAN.

CITY OF NORMAN, OK
STAFF REPORT

MEETING DATE: 11/10/2026

REQUESTER: Karla Sitton, Administrative Tech IV

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2627-24: A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING TUESDAY, NOVEMBER 10, 2026, AS NORMAN ARTS COUNCIL DAY IN THE CITY OF NORMAN.

Proclamation

P-2627-24

A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING TUESDAY, NOVEMBER 10, 2026, AS NORMAN ARTS COUNCIL DAY IN THE CITY OF NORMAN.

§ 1. WHEREAS, the Norman Arts Council was established November 22, 1976, by City Council in the City of Norman; and

§ 2. WHEREAS, November 10, 2026, is a special day recognizing the organization's 50th anniversary; and

§ 3. WHEREAS, the Norman Arts Council is a nonprofit organization dedicated to advance the arts to enrich quality of life and drive economic growth in our community, and has served for five decades as the face and voice of arts advocacy in our city; and

§ 4. WHEREAS, through programs such as the 2nd Friday Norman Art Walk, MAINSITE Contemporary Art, and Public Art Programing, the Norman Arts Council has brought art and culture to residents and visitors of all ages; and

§ 5. WHEREAS, the Norman Arts Council has strengthened the cultural infrastructure of our community by awarding Hotel Tax Grants, artist grants, and arts education scholarships to local artists, arts organizations, and children, and;

§ 6. WHEREAS, the arts events, programs, and arts nonprofits supported by the Norman Arts Council draw more than one million visitors and audience members each year, strengthening Norman's economy, enhancing our quality of life, and making our city an exciting place to live, work, and visit.

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

§ 7. Do hereby proclaim Tuesday, November 10, 2026, as Norman Arts Council Day in the City of Norman, Oklahoma, and encourage the residents of our community to join me to recognize and bring awareness to the arts community here in Norman through the Norman Arts Council.

PASSED AND APPROVED this 10th day of November, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

File Attachments for Item:

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

CITY COUNCIL FINANCE COMMITTEE MEETING MINUTES OF JUNE 18, 2025.

CITY COUNCIL CONFERENCE MEETING MINUTES OF AUGUST 11, 2026.

CITY COUNCIL SPECIAL MEETING MINUTES OF AUGUST 18, 2026.

CITY OF NORMAN, OK
STAFF REPORT

MEETING DATE: 11/10/2026

REQUESTER: Jamie Meyer, City Clerk

PRESENTER: Jamie Meyer, City Clerk

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

CITY COUNCIL FINANCE COMMITTEE MEETING MINUTES OF JUNE 18, 2025.

CITY COUNCIL CONFERENCE MEETING MINUTES OF AUGUST 11, 2026.

CITY COUNCIL SPECIAL MEETING MINUTES OF AUGUST 18, 2026.

CITY OF NORMAN, OK
CITY COUNCIL FINANCE COMMITTEE MEETING

Municipal Building, Executive Conference Room, 201 West Gray, Norman, OK 73069
Wednesday, June 18, 2025 at 4:00 PM

MINUTES

The City Council Finance Committee of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Executive Conference Room in the Municipal Building, on Wednesday, June 18, 2025 at 4:00 PM, and notice of the agenda of the meeting was posted at the Norman Municipal Building at 201 West Gray and on the City website at least 24 hours prior to the beginning of the meeting.

CALL TO ORDER

PRESENT
Mayor Larry Heikkila
Councilmember Ward 3 Bree Montoya
Councilmember Ward 6 Joshua Hinkle

ABSENT
Councilmember Ward 4 Helen Grant

OTHERS
Councilmember Ward 8 Scott Dixon
Anthony Francisco, Director of Finance
Anthony Purinton, Asst. City Attorney
Brenda Hall, City Clerk
Clint Mercer, Chief Accountant
Chris Mattingly, Director of Utilities
Dannielle Risenhoover, Admin. Tech IV
Darrel Pyle, City Manager
Jacob Huckabaa, Budget Technician
Jason Murphy, PW Storm Water Manager
Jason Olsen, Director of Parks & Recreation
Jeanne Snider, Asst. City Attorney
Kim Coffman, Budget Manager
Rick Knighton, City Attorney
Scott Sturtz, Director of Public Works
Shaakira Calnick, Internal Auditor

AGENDA ITEMS

1. UPDATE ON SHORT TERM RENTALS IN NORMAN.

Assistant City Attorney Jeanne Snider gave the update. There are approximately 390 short-term rentals in Norman. Short-term rentals are tracked by a software program that updates City of Norman employees, every 24 hours, of short-term rentals that have been advertised on-line for rent. Short-term rental properties are required to be registered with the City and inspected

by a City code inspector. Property owners that have not registered their Norman short-term rentals with the City or paid their occupancy taxes are contacted by City staff regarding compliance. "The annual (registration) fee is $150 plus a $50 inspection fee," Snider said. "So it's only $200 a year which is nothing. Most rentals are over $200 a night. I certainly think that we should raise that." The Ward with the most short-term rental properties is Ward 4 having approximately 200 short-term rentals followed by, Ward 3 with 20, Ward 6 with 19, and Ward 8 with 18 properties. Snider is considering proposing some changes to the short-term rental ordinance as well as proposing an increase to the licensing fee.

2. DISCUSSION REGARDING OVER TIME AUDIT.

Shaakira Calnick gave the report. Calnick reported that citywide overtime (OT) from Fiscal Year 2021–2022 (FY22) through Fiscal Year 2023–2024 (FY24) created a budget deficit of $7,498,253. During this time, four departments accounted for 95.9% of the overtime actual expenses. The departments that accounted for 95.9% of the overtime were: the Police Department, the Fire Department, the Utilities Department, and the Parks and Recreation Department. The Public Works Department had an excess of funds each year; thus, Calnick has chosen this department as her benchmark. "I had a conversation with them and what it really boils down to is culture, expectations, your internal controls and your processing to control and manage overtime," Calnick said.

Calnick summarized her key findings as the following:

- Between FY22 and FY24, four departments — Police, Fire, Utilities, and Parks & Recreation — accounted for $7.9 million ($7.9 MM) in overtime budget overruns, representing 95.9% of citywide OT overspending.
- Overtime actuals far exceeded appropriated budgets each year, with little corrective action or adjustment to baseline funding.
- Police Department alone incurred over $4.1MM in overages across three years, followed by Fire ($1.83MM), Utilities ($1.65MM), and Parks & Recreation $298,000 ($298K).
- Despite significant overruns, original budgets remained flat or decreased in key departments during the period.
- These structural overruns highlight the need for revised staffing models, improved OT forecasting, and potential labor agreement review.

Calnick specified these key findings in regard to Police Department overtime spending:

- The Patrol division is the largest driver of overtime spending across all three years, consistently exceeding allocated OT budgets by a wide margin.
- The School Resource Officer (SRO) Program also generated significant overtime expenditures despite having no dedicated OT budget, contributing to large structural overages.
- Multiple core units—including 911 Communications, Criminal Investigations, and Special Investigations—repeatedly overspent their OT budgets by $100K–$200K+ per year.

- While other divisions had smaller absolute variances, almost every operational u... showed consistent overspending against static or non-existent budget lines.

- Grant-funded or administrative units (e.g., DOT Grant, DA Enforcement) show lower volatility, with some OT contained within budget.

Calnick specified these key findings in regard to Fire Department overtime spending:

- From FY22–FY24, Fire Department overtime exceeded budget by $1.83 million, with Suppression divisions (General Fund + PSST) alone responsible for ~$1.61 million in overages.

- The Suppression PSST Fund was the highest single driver, with a 3-year total overrun of $909K, followed closely by Suppression General Fund at $702K.

- Core support divisions such as Prevention, Fire Admin, and Training also consistently exceeded their OT budgets, although at a smaller scale.

- Disaster Preparedness shows zero overtime spending or budgeting during the period.

- Budget allocations did not keep pace with actual need — in some cases remaining flat or decreasing year over year while actuals rose significantly.

Calnick specified these key findings in regard to the Utilities Department overtime spending:

- Sanitation-related divisions (e.g., Waste Disposal, Commercial & Residential Collection, Yard Waste, Compost Ops) accounted for the vast majority of overtime overages in the Utilities Department.

- Across FY22–FY24, Waste Disposal alone exceeded its OT budget by over $400K, while Residential and Commercial Collection each overran by more than $300K.

- These five divisions generated a combined overage of nearly $1.3 million, representing over 75% of the department's total OT overrun.

- Most other divisions remained within budget or showed modest, predictable overtime usage.

- Budgets remained flat for high-need areas, failing to match the operational realities of 24/7 service and coverage demands in sanitation.

Calnick specified these key findings in regard to the Parks & Recreation Department overtime spending:

- Park Maintenance and Recreation Programs/Centers are the primary drivers of OT spending across all three years, with cumulative overruns exceeding $90,000.

- OT budget allocations in these divisions have remained static or underfunded, despite repeated high actual usage year-over-year.

- Divisions such as YFAC Admin, Recreation Programs, Golf Maintenance, and Childcare also show consistent though smaller overages.
- The majority of other Parks & Rec divisions stayed close to or within their OT budgets, indicating controlled usage in lower-demand or seasonal areas.
- Lack of internal controls in high-need divisions has led to predictable overspending.

City Attorney Rick Knighton stated, "It will be really helpful when Shaakira does her analysis on the second part (of the overtime audit) which is figuring out the "why part". We will then be able to tell if we really need to change anything in our Collective Bargaining Agreement to address the issue or if there some other cause and remedy out there."

City Manager Darrel Pyle added, "As it relates to the ability to add bodies with a desired outcome to reduce overtime, there are certain drivers of overtime that, if we were successful in adding bodies, we think we could reduce some of those overtime impacts." Pyle explained how Oklahoma City Police Department can't get applicants through the hiring process quick enough to keep pace with retirements and expressed that Norman Police Department is "kinda there" as well.

"What we get out of this exercise, is the ability to put all the data on the table, face up, and work it, and figure out where we make changes to the programs going forward," Pyle said.

3. DISCUSSION REGARDING MONTHLY REVENUE AND EXPENDITURE REPORTS.

Anthony Francisco gave the report. The City is approximately 1% below its General Fund revenue budget. Francisco says that it is of concern "when our expenditures, particularly our overtime, continue to go up". Sales Tax revenues are currently 1.74% below last fiscal year's revenue. "We're flat, if you will; but we're flat at a historically high level," Francisco said. "The lines have crossed where the expenditures are outweighing the revenue." Francisco will continue to monitor this.

ADJOURNMENT

Mayor Heikkila adjourned the meeting at approximately 5:00 PM.

ATTEST:

_____ _____

City Clerk Mayor

CITY OF NORMAN, OK
CITY COUNCIL CONFERENCE

Municipal Building, Executive Conference Room, 201 West Gray, Norman, OK 73069
Tuesday, August 11, 2026, at 5:00 PM

MINUTES

The City Council Conference of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Executive Conference Room in the Municipal Building, on Tuesday, August 11, 2026, at 5:00 PM, and notice of the agenda of the meeting was posted at the Norman Municipal Building at 201 West Gray and on the City website at least 24 hours prior to the beginning of the meeting.

CALL TO ORDER

Mayor Holman called the meeting to order at 5:01 p.m.

PRESENT
Mayor Stephen Holman
Councilmember Ward 1 David Gandesbery
Councilmember Ward 2 Jacy Deck
Councilmember Ward 3 Robert Bruce
Councilmember Ward 4 Helen Grant
Councilmember Ward 5 Trey Kirby
Councilmember Ward 6 Kyle Steele
Councilmember Ward 8 Scott Dixon

ABSENT
Councilmember Ward 7 Kimberly Blodgett

AGENDA ITEMS

1. DISCUSSION REGARDING POTENTIAL INTERCHANGE LOCATIONS WITHIN NORMAN FOR THE SOUTH EXTENSION TURNPIKE PLANNED FOR CONSTRUCTION BY THE OKLAHOMA TURNPIKE AUTHORITY.

   Mr. Trent January, Oklahoma Turnpike Authority, provided an update on the Toby Keith Expressway and Southern Extension projects, including the proposed additional interchanges. He explained that the Authority had engaged a third-party landscaping group to develop potential designs based on feedback received during public meetings.

   Mr. Joe Echelle, Oklahoma Turnpike Authority, discussed the Southern Extension's proposed alignment, interchanges, and emergency access. He explained that the Oklahoma Turnpike Authority receives its authority from the State Legislature and does not require City approval to construct the turnpike itself. Hel also discussed the Authority's existing agreement with the Oklahoma Highway Patrol and the potential for contracting with local fire departments, noting that additional emergency-response costs could ultimately affect toll rates. Mr. Echelle stated that, from a safety perspective, interchanges spaced approximately every five miles would provide additional access

and turnaround opportunities, particularly as the area continues to grow. He also explained that future interchanges could potentially be considered after the turnpike is constructed, although doing so later could require additional right-of-way, utility, relocation, roadway improvements, and local funding.

Council questioned whether the City has authority over construction of the turnpike, the Authority's responsibility for emergency response, and whether local fire departments could be contracted to provide services. Councilmember Dixon expressed support for continuing to discuss the issue from a public safety perspective. Councilmember Bruce asked about other Oklahoma communities without turnpike interchanges and whether any state agency independently evaluates interchange spacing from a statewide safety perspective. Mr. Echelle explained that the Authority generally considers approximately five miles an appropriate spacing for safe access and emergency turnaround locations, although specific locations depend on engineering and other factors. Councilmember Gandesbery expressed support for an interchange near Alameda and Tecumseh based on public safety and hazardous-material response concerns, while emphasizing that his position depended on the Authority's information regarding affected properties. Councilmember Kirby expressed strong opposition, citing the City's existing shortage of firefighters and stating that the proposed interchange would provide limited additional emergency-response benefit compared with existing routes. Council discussed whether emergency access could instead be provided through a gate or other roadway connection without constructing a full interchange. Councilmember Grant requested that, if staff proceeds with a resolution, it includes information regarding a future fire station, noise studies and sound walls, natural landscaping, potential wetland mitigation, and assistance with fire equipment for hazardous-material response. Council also discussed the potential long-term liability and increased call volume that the Southern Extension could create for the Norman Fire Department, as well as the lack of a direct mechanism for compensating the City for those additional public-safety costs. Council questioned the timing for providing direction to staff. Staff explained that a resolution could be prepared for a future Council meeting and would be subject to Council consideration and a public hearing. Councilmember Hinkle indicated that he opposed the interchanges but wanted an opportunity to hear from Ward Six constituents before providing final input

Council also discussed whether declining the proposed interchanges now would prevent the City from requesting them in the future. Mr. Echelle explained that the City could potentially request an interchange later, but doing so could require additional property acquisition, utility relocation, and improvements to City streets, and the project would have to be reconsidered against the Authority's priorities at that time.

Council directed staff to continue developing resolution language regarding the proposed interchanges and incorporate the additional information requested by Council, including considerations related to a future fire station, noise mitigation, sound walls, natural landscaping, wetland mitigation, and fire equipment/public-safety needs.

*****

ADJOURNMENT

The meeting was adjourned at 6:29 p.m.

ATTEST:

City Clerk

Mayor Stephen T. Holman

CITY OF NORMAN, OK
CITY COUNCIL SPECIAL MEETING

Municipal Building, Executive Conference Room, 201 West Gray, Norman, OK 73069
Tuesday, August 18, 2026, at 5:00 PM

MINUTES

The City Council Special Meeting of the City of Norman, Cleveland County, State of Oklahoma, met in Special Session in the Council Chambers in the Municipal Building, on Tuesday, August 18, 2026, at 5:00 PM, and notice of the agenda of the meeting was posted at the Norman Municipal Building at 201 West Gray and on the City website at least 48 hours prior to the beginning of the meeting.

CALL TO ORDER
Mayor Holman called the meeting to order at 5:00 p.m.

PRESENT
Mayor Stephen Holman
Councilmember Ward 1 David Gandesbery
Councilmember Ward 2 Jacy Deck
Councilmember Ward 3 Robert Bruce
Councilmember Ward 4 Helen Grant
Councilmember Ward 5 Trey Kirby
Councilmember Ward 6 Kyle Steele
Councilmember Ward 8 Scott Dixon

ABSENT
Councilmember Ward 7 Kimberly Blodgett

AGENDA ITEMS

1. DISCUSSION REGARDING THE PLACEMENT OF PEDESTRIAN CROSSINGS AT THE ROBIN HILL PUBLIC SCHOOL.

   Public Works Director Scott Sturtz discussed the school's request for pedestrian crossing improvements at Robin Hill Public School. Staff determined that a midblock crosswalk was not recommended due to the roadway's 50 mile per hour speed limit, limited visibility near the hill, and safety concerns for students. Temporary measures, including additional signage and cones, were implemented to improve visibility and guide pedestrian movement. Staff identified a longer-term solution involving ADA-accessible sidewalks connecting the school to the existing stop-controlled intersection and crosswalk. The estimated cost is approximately $100,000, and the project ranked 43rd out of 52 sidewalk projects due to its lack of connection to other sidewalks.

   Councilmembers discussed student safety, drivers failing to stop, potential speed-limit changes, and opportunities to improve visibility during school and after-hours events. Council also asked about grant funding through ACOG, potential cost-sharing with the school or church, and the project's priority among school-related sidewalk

Item 1, continued:

improvements. Staff agreed to review speed-study options, determine whether school-zone flashing signals could operate during school events, and provide a ranking of school-related sidewalk projects.

Council supported keeping the sidewalk project in the City's program and exploring grant opportunities and potential partnerships to help fund construction. Staff agreed to compile the requested information and return to Council at a future study session.

*****

2. DISCUSSION REGARDING CREATING AN AD HOC COMMITTEE TO REVIEW THE FIRE AND POLICE DEPARTMENT NEEDS ASSESSMENT STUDIES AND POSSIBLE FUNDING STRATEGIES.

Ms. Kathryn Walker, Assistant City Attorney, led the discussion on establishing an ad hoc committee to review the Fire Department's facilities study and the forthcoming Police Department needs assessment and recommended priorities and potential funding strategies. Options discussed included general obligation bonds for capital improvements, a public safety sales tax for staffing and operations, or a combination of funding sources. The committee could also consider related future needs, including Animal Welfare, Emergency Management, and information technology infrastructure, and evaluate funding timelines and potential election dates. The proposed committee would consist of nine members and meet approximately monthly for one year, with flexibility to meet more frequently if needed.

Councilmembers discussed the committee's scope, membership, timeline, and need for regular updates to Council. Comments emphasized reviewing the studies comprehensively before setting priorities, considering capital improvements and staffing needs separately, evaluating bond and sales-tax options, and accounting for related community needs and future public safety requirements. Council also discussed the importance of identifying a timeline for recommendations that could support a future election.

Council generally supported creating a nine-member ad hoc committee to review the needs assessments, evaluate priorities, and recommend potential funding strategies. Staff will prepare a resolution establishing the committee, provide Council with information on prior Public Safety Sales Tax expenditures and project costs, and share potential election dates to help guide the committee's work.

*****

3. CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES, TITLE 25 § 307(B)(3)&(4) TO DISCUSS POSSIBLE LITIGATION REGARDING THE ACQUISITION OF RIGHT-OF-WAY IN CONNECTION WITH THE 36TH AVENUE BOND PROJECT PHASE THREE, FROM INDIAN HILLS ROAD TO MOORE CITY LIMITS AND TO DISCUSS THE POSSIBLE SALE OF REAL PROPERTY LOCATED AT 668 EAST LINDSEY.

   Motion to adjourn out of the Special Session and convene into Executive Session was made by Councilmember Ward 4 Grant, Seconded by Councilmember Ward 5 Kirby.

   Voting Yea: Mayor Holman, Councilmember Ward 1 Gandesbery, Councilmember Ward 2 Deck, Councilmember Ward 3 Bruce, Councilmember Ward 4 Grant, Councilmember Ward 5 Kirby, Councilmember Ward 6 Steele, Councilmember Ward 8 Dixon

   The City Council adjourned into Executive Session at 5:56 p.m. Mr. Darrel Pyle, City Manager; Mr. Rick Knighton, City Attorney; Ms. Kathryn Walker, Assistant City Attorney; Ms. Beth Muckala, Assistant City Attorney; and Mr. Scott Sturtz, Director of Public Works were in attendance at the Executive Session.

   Motion to adjourn out of Executive Session and reconvene the Special Session made by Councilmember Ward 4 Grant, Seconded by Councilmember Ward 1 Gandesbery

   Voting Yea: Mayor Holman, Councilmember Ward 1 Gandesbery, Councilmember Ward 2 Deck, Councilmember Ward 3 Bruce, Councilmember Ward 4 Grant, Councilmember Ward 5 Kirby, Councilmember Ward 6 Steele, Councilmember Ward 8 Dixon

   The Executive Session was adjourned out of and the Special Session was reconvened at 7:21 p.m.

   The possible litigation regarding the acquisition of right-of-way in connection with the 36th Avenue Bond Project Phase Three, from Indian Hills Road to Moore City Limits and the possible sale of real property located at 668 East Lindsey was discussed in Executive Session. No action was taken and no votes were cast.

*****

ADJOURNMENT

The meeting was adjourned at 7:22 p.m.

ATTEST:

_____ City Clerk

_____ Mayor Stephen T. Holman

File Attachments for Item:

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

BOARD OF ADJUSTMENT

TERM: 12-22-26 TO 12-22-29, ERIC WILLIAMS - WARD 4

TERM: 12-22-26 TO 12-22-29, MAT GRAVES - WARD 2

NORMAN FORWARD CITIZEN FINANCIAL OVERSIGHT BOARD

TERM: 12-22-26 TO 12-22-29, CHRISTOPHER HOUSMAN - WARD 3

TERM: 12-22-26 TO 12-22-29, SHANON BUCKINGHAM - WARD 4

TERM: 12-22-26 TO 12-22-29, ANDY SHERRER - WARD 3

ENVIRONMENTAL CONTROL ADVISORY BOARD

TERM: 10-27-26 TO 10-27-29, DEBBIE SMITH - WARD 4

TERM: 10-27-26 TO 10-27-29, BOB NAIRN - WARD 6

HISTORIC DISTRICT

TERM: 10-26-26 TO 10-26-29, KAREN THURSTON - WARD 4

TERM: 10-26-26 TO 10-26-29, TRENT BAGGETT - WARD 4

TERM: 11-10-26 TO 11-10-29, KATHLEEN WALKER – WARD 4

NORMAN HOUSING AUTHORITY

TERM: 11-10-26 TO 11-10-29, BRANDON HOPPER - WARD 3

TERM: 11-21-26 TO 11-21-29, RICHARD MCKINNEY - WARD 3

PARKS BOARD

TERM: 01-01-27 TO 01-01-30, MARK NANNY - WARD 1

TERM: 01-01-27 TO 01-01-30, KRISTINA WYCKOFF - WARD 4

TERM: 01-01-27 TO 01-01-30, TODD FAGIN - WARD 2

PLANNING COMMISSION

TERM: 11-01-26 TO 11-01-29, KEVAN PARKER - WARD 3

TERM: 11-01-26 TO 11-01-29, JIM GRIFFITH - WARD 6

TERM: 11-01-26 TO 11-01-29, DR. MICHAEL JABLONSKI - WARD 1

TERM: 11-10-26 TO 11-10-29, TAYLOR DAVIS – WARD 4

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 11/10/26

REQUESTER: Mayor Stephen T. Holman

PRESENTER: Jamie Meyer, City Clerk

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

BOARD OF ADJUSTMENT
TERM: 12-22-26 TO 12-22-29, ERIC WILLIAMS - WARD 4
TERM: 12-22-26 TO 12-22-29, MAT GRAVES - WARD 2

NORMAN FORWARD CITIZEN FINANCIAL OVERSIGHT BOARD
TERM: 12-22-26 TO 12-22-29, CHRISTOPHER HOUSMAN - WARD 3
TERM: 12-22-26 TO 12-22-29, SHANON BUCKINGHAM - WARD 4
TERM: 12-22-26 TO 12-22-29, ANDY SHERRER - WARD 3

ENVIRONMENTAL CONTROL ADVISORY BOARD
TERM: 10-27-26 TO 10-27-29, DEBBIE SMITH - WARD 4
TERM: 10-27-26 TO 10-27-29, BOB NAIRN - WARD 6

HISTORIC DISTRICT
TERM: 10-26-26 TO 10-26-29, KAREN THURSTON - WARD 4
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TERM: 11-10-26 TO 11-10-29, KATHLEEN WALKER – WARD 4

NORMAN HOUSING AUTHORITY
TERM: 11-10-26 TO 11-10-29, BRANDON HOPPER - WARD 3
TERM: 11-21-26 TO 11-21-29, RICHARD MCKINNEY - WARD 3

PARKS BOARD
TERM: 01-01-27 TO 01-01-30, MARK NANNY - WARD 1
TERM: 01-01-27 TO 01-01-30, KRISTINA WYCKOFF - WARD 4
TERM: 01-01-27 TO 01-01-30, TODD FAGIN - WARD 2

PLANNING COMMISSION

TERM: 11-01-26 TO 11-01-29, KEVAN PARKER - WARD 3
TERM: 11-01-26 TO 11-01-29, JIM GRIFFITH - WARD 6
TERM: 11-01-26 TO 11-01-29, DR. MICHAEL JABLONSKI - WARD 1
TERM: 11-10-26 TO 11-10-29, TAYLOR DAVIS – WARD 4

Eric Williams, Matt Graves, Christopher Housman, Shanon Buckingham, Andy Sherrer, Debbie Smith, Bob Nairn, Karen Thurston, Trent Baggett, Richard McKinney, Mark Nanny, Kristina Wyckoff, Todd Fagin, Kevan Parker, Jim Griffith, Dr. Michael Jablonski, are all reappointments. Brandon Hopper is replacing Jeff Cummins, Kathleen Walker and Taylor Davis are new appointments.

File Attachments for Item:

4. CONSIDERATION OF ADPOTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2627-1 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS ONE (1) AND TWO (2), IN BLOCK SEVEN (7), OF D.L. LARSH'S FIRST ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA FROM A CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT, AND PLACE THE SAME IN A CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (201 W APACHE; WARD 4)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 11/10/2026

REQUESTER: Riggins Ventures, L.L.C.

PRESENTER: Anais Starr, Planner II

ITEM TITLE: CONSIDERATION OF ADPOTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2627-1 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS ONE (1) AND TWO (2), IN BLOCK SEVEN (7), OF D.L. LARSH'S FIRST ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA FROM A CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT, AND PLACE THE SAME IN A CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (201 W APACHE; WARD 4)

APPLICANT/REPRESENTATIVE	Riggins Ventures, L.L.C./Box Law Group
LOCATION	201 W Apache St
WARD	4
CORE AREA	Yes
EXISTING ZONING	CCPUD, Center City Planned Unit Development
EXISTING LAND USE DESIGNATIONS	Urban High
CHARACTER AREA	Core Neighborhood
PROPOSED ZONING	CCPUD, Center City Planned Unit Development

PROPOSED LAND USE No Change

SUMMARY:

The applicant, Riggins Ventures, L.L.C., requests a new CCPUD, Center City Planned Unit Development, for 201 W Apache Street to allow development of a multi-unit residential structure.

The proposal for this site is to construct a 17,872 square-foot gross floor area (4,134 square-foot footprint), four-story, multi-unit residential building, as illustrated in Exhibit A, Site Development Plan. The CCPUD proposes eight 4-bedroom residential dwelling units on all floors – for a total of 32 bedrooms.

EXISTING CONDITIONS:

SIZE OF SITE: 0.16 acres

SURROUNDING PROPERTIES

	Subject Property	North	East	South	West
Zoning	CCPUD	CCFBC (Urban Residential)	CCFBC (Urban Residential)	CCFBC (Urban Residential)	CCFBC (Urban Residential)
Land Use	Urban High	Urban High	Urban High	Urban High	Urban High
Current Use	Vacant Lot	Single-Family Detached	Duplex	CCFBC Multi-family Structure	CCFBC Multi-family Structure

ZONING DESIGNATION
CCFBC, Center City Form-Based Code
The goal of the Norman Center City Vision Project and Plan was to reset the conversation and provide guidance for future development and redevelopment in Center City. The CCFBC is intended to implement the purpose and goals of that Plan by providing strong implementation tools for the Center City area.

The CCFBC shall be applied to new, infill development, and redevelopment within the district both in order to achieve the vision set forth for the Center City and to provide a mechanism for implementing the following specific goals, using both public and private sector investments:

- Capitalize on public investment in existing infrastructure.
- Stabilize and strengthen mixed-use commercial centers and residential neighborhoods.
- Create a pedestrian-oriented and multi-modal district.
- Promote, create, and expand housing options.

- Ensure transit-supportive and transit-serviceable development.
- Ensure a complementary relationship with surrounding neighborhoods.

The creation of transit- and pedestrian-oriented development and redevelopment is dependent on three factors: density, diversity of uses, and design. This Code places greatest emphasis on design, or physical form, because of its importance in defining neighborhood and district character. All places evolve—density and uses can be expected to change over time as the area continues to grow and mature.

LAND USE DESIGNATION
Urban High (UH)
See attached Urban High Land Use Category documents.

CHARACTER AREA DESIGNATIONS
Core Neighborhood Areas
See attached Core Neighborhood Character Area document.

NEAREST PUBLIC PARK
Centennial Park is located approximately a quarter of a mile northwest of the development site. Legacy Trail Park is located approximately a third of a mile east of the development site. Each of these parks can be accessed using available sidewalks and crosswalks along the streets.

PROCEDURAL REQUIREMENTS:

PRE-DEVELOPMENT:
This request does not require a Pre-Development meeting.

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 the AIM Norman Plan. Items in blue in these sections represent City Staff analysis.

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

FIRE DEPARTMENT

Building(s) must comply with the City of Norman Ordinances and adopted ICC codes as amended by OUBCC - including IFC Appendices B, C, and D., specifically D105 regarding required Aerial Access for structures that are 30' or greater in height. Items not addressed during predevelopment review will be required and addressed during building permitting.

BUILDING REVIEW

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

PUBLIC WORKS/ENGINEERING

The subject property is already platted.

The requested 84.83% impervious surface requires engineered solutions with an Operations and Maintenance Manual, a drainage report, and a Site Grading Plan. The applicant proposes in the CCPUD to utilize an engineered solution to mitigate the runoff associated with the additional impervious area.

TRANSPORTATION ENGINEER

The Transportation Engineer has no comments for this previously platted lot.

PLANNING

ZONING 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 City Form-Based Code.

Uses Permitted

Residential – as defined and regulated by the CCFBC

- Household Living
- Group Living
- Overnight Lodging

Four-bedrooms per dwelling unit shall be permitted by right within this CCPUD.

Area Regulations

Front Yard: (fronting Santa Fe Avenue and Apache Street)
The proposed four-story residential structure will be brought 2 feet closer to the property line than the established Required Build Line (RBL) along S Santa Fe Avenue. The applicant proposes the RBL be moved to 3' behind the property line from the current 5' RBL.

As noted, the RBL along S. Santa Fe Avenue will be 3' behind the property line. The applicant proposes a 6'5" offset for the structure from the RBL instead of the CCFBC-allowed maximum of 24" to accommodate a recessed porch area at the entryway of the structure.
The RBL along W. Apache will remain at 10 feet, the structure will meet this RBL.

Side Yard: As required by the CCFBC, the proposed structure will have a zero setback with the adjacent property to the west.

Rear Yard: The minimum depth of the rear yard setback is as shown on the site plan. The CCFBC does not have a rear setback depth.

Height Regulations

The CCFBC requires a minimum of two stories and allows a maximum of five stories in this area of the Urban Residential Building Form Standard. The CCPUD proposes a four-story multi-unit residential structure.

Landscaping and Open Space

The CCPUD states landscaping and required Open Space will be provided as indicated in Exhibit A, Site Development Plan, and Exhibit D, Landscape Plan. The CCPUD Site

Plan calls for Street Trees to be provided along S Santa Fe Avenue and W Apache Street as required under the CCFBC.

The required minimum 15% Open Space will be provided on the north, east, and south sides of the building and on the private balconies of the units, instead of behind the Parking Setback Line as required by the CCFBC.

Parking

The current CCFBC parking requirement for such a development is 32 parking spaces. Through this CCPUD, the applicant is requesting to reduce the required number of parking spaces to 28. As proposed, two parking spaces will be provided on-site with alley access, five on-street parking spaces will be installed along S Santa Fe Avenue, and 21 off-site spaces will be provided through the attached Parking Lease Agreement.

Lighting

The project shall comply with the requirements of the CCFBC under 402. General Provisions, Section N. Lighting & Mechanical.

Signage

The CCPUD states that all signage shall comply with 402. General Provisions, Section M of the CCFBC.

Fencing/Walls

The CCPUD proposes a Street Wall with a gate to be located along at the rear of the property along the RBL from the rear of the structure to the north property line as required by the CCFBC. The CCPUD further proposes the Street Wall proposed along Santa Fe Avenue provide the screening for dumpster at the rear of the structure.

Sanitation/Utilities

The applicant is providing a dumpster to service the sanitation needs of the Property. The proposed 6’4”’ Street Wall along the RBL will provide the needed screening from Santa Fe Avenue.

Exterior Materials

The applicant proposes brick veneer for the ground floor and the central tower facing Santa Fe, while the second, third, and fourth floors and the recessed porches' exterior walls will be clad in cement fiber board.

AIM NORMAN LAND USE CONSIDERATIONS

Please see the attached descriptions from the AIM Norman Land Use Plan.

Overarching General and Non-Residential Policies

The proposal is **consistent** with the Overarching General and Non-Residential Character Area policies, as the proposed new structure will have brick and cement

siding and a recessed deck along S Santa Fe Avenue. The dumpster and parking area are located off the alleyway and will be screened from S Santa Fe Avenue by the proposed Street Wall located at the rear of the property along the RBL. New 5' sidewalks and the installation of bike racks will promote alternative transportation options. The development will comply with stormwater and drainage requirements.

Core Area Neighborhood Policies

The proposal is **consistent** with Core Neighborhood Area Policies, as it proposes a higher-density infill development of a similar scale and character to other developments found in the CCFBC. This infill development will promote alternative modes of transportation with the proposed installation of five-foot sidewalks along both street frontages and bike racks in front of the structure on W Apache Street. The development promotes activation of the street space by placing the structure close to the property line while placing parking and the dumpster off the alleyway. The recessed decks proposed for residents' use on the S Santa Fe Avenue elevation will further encourage activation of the street space.

Urban High Land Use Policies

The proposal is **consistent** with the following Urban High Land Use policies:

- **Context**
- **Building Types**
- **Site Design**
- **Transportation, Circulation & Access**
- **Site Design**
- **Utility Access**

The CCPUD proposes a residential structure with eight dwelling units, meeting the density sought by the Urban High Land Use Policy.

The proposed development features a four-story building, which is an allowed height by both the CCFBC regulations and Urban High Policies. The proposed multi-story multi-unit structure is a housing type sought by the Urban High Land Use designation. The proposed four-story structure with brick and cement fiberboard and recessed porch is similar in height and design to other structures found in the Center City District.

The proposed development is located half a mile north of the University of Oklahoma's South Oval and a third of a mile south of Main Street in the central business district. Additionally, two Embark Transit stops are located along Webster Avenue between W Symmes Street and W Apache Street, approximately two blocks from the Property. Due to its location and available network of sidewalks and transit, the proposed development has the opportunity for a pedestrian-only mode of transportation. The proposed development meets the transportation and access goal of the Urban High Land Use designation, which seeks a reduction in parking while pedestrian transportation is encouraged.

Five-foot sidewalks are proposed along W Apache Street and S Santa Fe Avenue, and this development request will connect to the existing sidewalk system in the Center City,

allowing residents pedestrian access to the University of Oklahoma and the central business district.

The CCFBC allows a maximum of 65% impervious coverage unless Low Impact Development engineered solutions are proposed to mitigate the effects of the additional impervious surface coverage. The CCPUD proposes 84.83% impervious coverage and an engineered solution to mitigate additional impervious surface coverage for the site, thereby meeting the stormwater policies of the Urban High Land Use designation.

The development will access the full range of existing utilities available at the site, as called for in the Urban High Land Use 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

The proposed development meets requirements for City streets and provides access for solid waste services. A dumpster is provided on site at the rear of the property as shown on the CCPUD Site Plan and will be adequate for servicing the multi-unit residential structure. The proposed Street Wall on the RBL along S Santa Fe Avenue will provide the screening for the dumpster instead of an enclosure.

WATER/WASTEWATER AVAILABILITY

Water Availability

Adequate capacity within the water system exists to serve the proposed development.

Wastewater 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) are to be reused, they must have materials identified.

DISCUSSION:

The proposed development aligns with many of the AIM Norman Land Use and Character Area objectives. This proposal will provide a sought-after multi-unit dwelling structure near the University of Oklahoma Campus.

The CCPUD Narrative proposes variances to the CCFBC to allow the development of this four-story, multi-unit structure. This CCPUD seeks relief from the required minimum 32 parking spaces and location requirements for Open Space and Landscaping.

However, the proposed structure will retain several essential CCFBC design elements seen along W Apache Street and S Santa Fe Avenue, including building to the Required Build Line, articulated brick and cement board façades, recessed porch for street activation, and a Street Wall along the RBL to screen the parking and dumpster.

CONCLUSION:

Staff forwards this request for zoning to CCPUD, Center City Planned Unit Development, and Ordinance O-2627-1 for consideration by City Council.

ATTACHMENT(S):

201 W Apache St AIM Supporting Documents

PLANNING COMMISSION STAFF REPORT UPDATE:

The applicant made floor amendments at the Planning Commission meeting and subsequently submitted revised CCPUD Narrative and Site Plan. The following item was modified:

- The CCPUD Narrative and Site Plan were revised to match the submitted off-site parking leases. Specifically, there is an increase from 21 to 28 off-site parking spaces resulting in 35 total parking spaces provided for the development instead of 28.

PLANNING COMMISSION RESULTS:

At their meeting of October 8, 2026, the Planning Commission recommended approval of Ordinance O-2627-1 by a vote of 7-0.

O-2627-1

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 LOTS ONE (1) AND TWO (2), IN BLOCK SEVEN (7), OF D.L. LARSH'S FIRST ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA FROM A CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT, AND PLACE THE SAME IN A CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (201 W APACHE; WARD 4)

§ 1. WHEREAS, Riggins Ventures, LLC. has made application to have the property described below removed from CCPUD, Center City Planned Unit Development, and to have the same placed in 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 October 8th, 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 a CCPUD, Center City Planned Unit Development, and place the same in CCPUD, Center City Planned Unit Development to wit:

Lots One (1) and Two (2), in Block Seven (7), of D.L. LARSH'S FIRST ADDITION to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

Containing 0.16 acres, more or less.

§ 5. Further, pursuant to the provisions of Section 36-509 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, revised October 15, 2026, 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.

_____
(Mayor)

NOT ADOPTED this _____day of _____, 2026.

_____
(Mayor)

ATTEST:

_____
(City Clerk)

OVERARCHING POLICIES

These policies are designed for all Character Areas throughout Norman, as applicable.

GENERAL

- Based upon the recommendations of the most recent Stormwater Management Plan (SWMP), improve stormwater management for all development projects.
  - *Improve stormwater and floodplain management with all infill development.*
- Based on the most recent Transportation Plan and Complete Streets Policy, City projects and new development should establish a network of complete streets (see glossary).
- Appropriately regulate development within the floodplains and Stream Planning Corridors via the Floodplain and Water Quality Protection Zones (WQPZ) ordinances.
- Create and uphold quality build and site design standards to bolster community identity and pride.
- Where feasible, new streets and internal streets should follow a grid pattern of small blocks for a more condensed form of development.
- Improve pedestrian and bicycle connectivity, especially between public transit stops and destinations with new projects, redevelopments, or reconfiguration of existing development.
- Amenities such as, but not limited to, seating, public art, natural green space, fountains and other outdoor landscape elements should be included within each development. These amenities should be conscious and considerate of impacts on the natural environment.
- Develop buildings that meet or exceed Universal Design principles.
- Promote building principles such as energy efficiency and renewable energy sources, indoor environmental quality, water conservation, and minimizing impacts on wildlife through space and material optimization and building with resilient design.
- Coordinate all capital improvement projects between all necessary City departments (e.g. transportation, water, wastewater, stormwater, parks).
- Strengthen programming for disseminating information on the City's Fertilizer Ordinance and other pollution prevention initiatives.

RESIDENTIAL

- New residential development should blend with existing housing, incorporating tools such as buffering requirements and right-sized public spaces as defined in land use categories.
- Accommodate a variety of housing styles, sizes, densities, and price points to suit diverse housing needs.
- New residential development should use a variety of techniques to avoid the appearance of identical homes, increasing vibrancy and diversity in the built environment.

NON-RESIDENTIAL

- 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 setting should have an internal pedestrian network between buildings.

CORE NEIGHBORHOOD AREAS

CHARACTERISTICS & INTENT

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.

GOALS

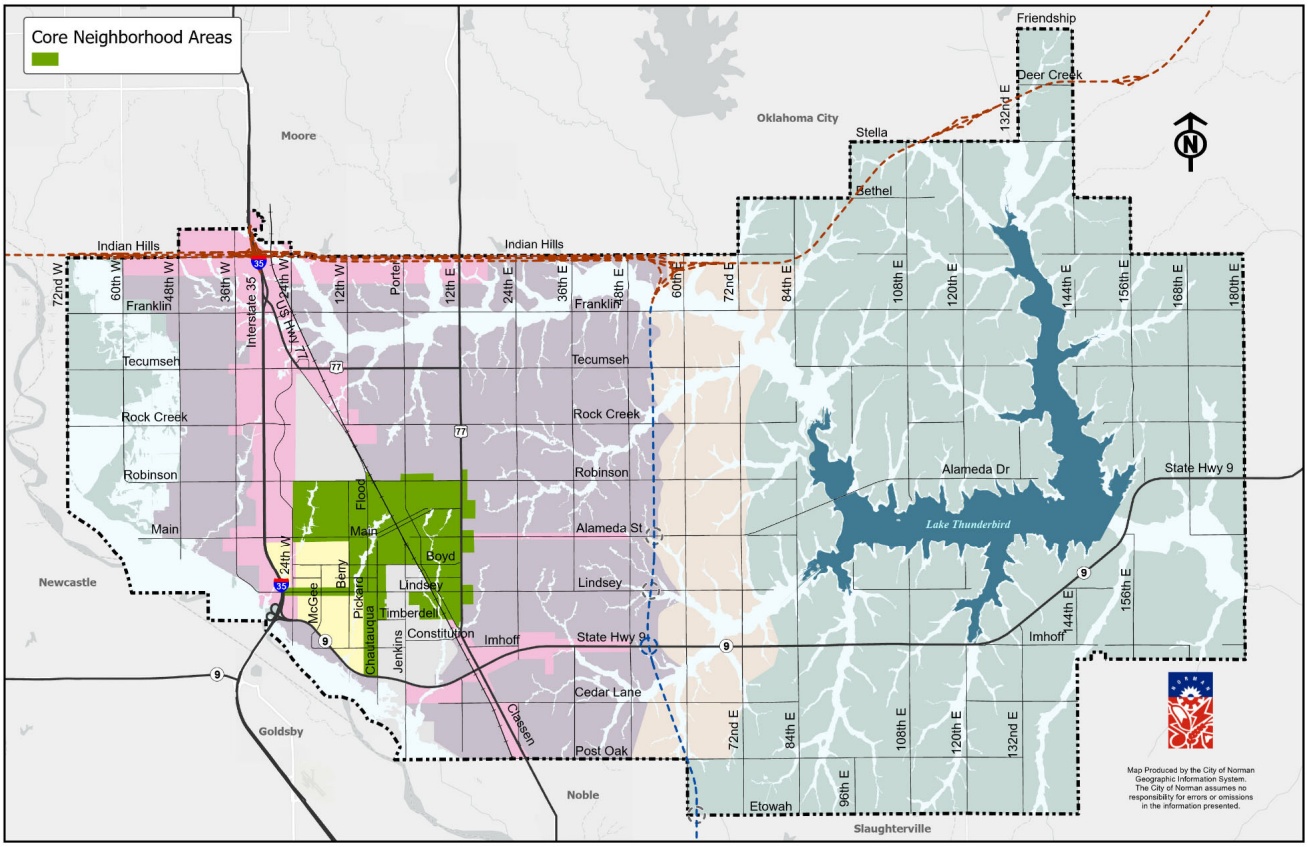
- Balance reinvestment and affordability for housing by promoting rehabilitation and renovation, while allowing for density increases, where appropriate.
  - *ADUs continue to be an appropriate housing typology in this Character Area.*
- Cultivate an accessible, pedestrian-centric environment that's enjoyable for live, work, and play including transitions from other, more auto-centric, character areas.
- Promote local business growth and encourage employment opportunities within the Core, catering to residents, students, and visitors.

OPPORTUNITIES

- High access to alternative modes of transportation, including public transit, walking, and bicycling.
- Rehabilitation and redevelopment opportunities for residential and commercial projects.
- Strong historic ties and active attention from existing community efforts.

CHALLENGES

- Undersized, aging infrastructure, including lack of stormwater infrastructure, that requires frequent maintenance.
- Balancing reinvestment with affordability options.
- Under used areas.
- Cost of infill development.



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.

ACTION ITEMS

- Work with Downtown businesses to explore a Business Improvement District.
- Incorporate results of the Center City Infrastructure Study into future projects.
- Based on the most recently adopted Housing Plan, establish programming to encourage rehabilitation of residential structures.
- Develop incentive programs and/or pursue public-private partnerships that promote infill development on vacant or under used sites to create catalytic projects of high-quality.
- Focus on strategic public investments to improve conditions, appropriate infill development on scattered vacant sites, and encouraging more homeownership and maintenance or upgrade of existing properties.
- Implement existing neighborhood plans; update as appropriate.
- Work with neighborhood leaders to assemble resources and technical assistance in support of existing historic districts.
- Coordinate with existing neighborhood organizations to increase street and alley activation to build community and increase safety.
- Conduct a parking study to identify solutions, including shared parking, to adequately support residents.
- Complete corridor-specific plans for potential Transit Oriented Development (TOD) sites that identify residential development opportunities that have good access management, improved site design, and low impact transitions to non-residential uses.
- Ensure undersized, aging infrastructure is updated as areas are redeveloped.
- Seek alternative funding sources to increase capacity for reducing flooding damages by acquiring vulnerable properties and converting that area to open space floodplain storage.
- Update regulations to:
  - *Ensure adequate lighting and sidewalks are provided for pedestrian safety.*
  - *Establish requirements for connectivity to bolster Complete Street policy.*
  - *Create development patterns consistent with the character area, including setbacks, scale, massing, yard characteristics, height, off-street parking, and other defining features.*
  - *Provide high-quality streetscape standards transitioning West Main Street, West Lindsey Street, and sections of James Garner Avenue and Porter Avenue from auto-centric to pedestrian-friendly designs as they approach Downtown Norman.*
  - *Explore special districts and design criteria for Downtown neighborhoods experiencing high development pressures such as Old Silk Stocking, and other locations not currently protected by an overlay district.*

LAND USE CATEGORY

Urban High (UH)

DESCRIPTION & CONTEXT

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.

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.

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.

TRANSPORTATION NETWORK, CIRCULATION & ACCESS

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.

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.

PUBLIC SPACE TYPES

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

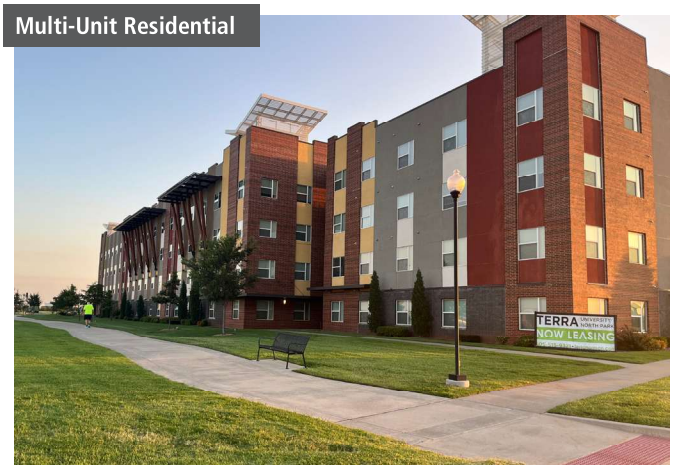
LOCATIONAL CRITERIA

- Large building footprints (>12,500 SF) compromise the development pattern and are not appropriate, except along arterials and at arterial intersections.
- Medium intensity residential uses should be discouraged along arterial streets and should be located behind higher intensity residential, commercial, or mixed-use developments along arterial streets.
- Medium intensity residential uses shall be adequately buffered or spaced from intensities posing adverse effects including noise, odors, air and light pollution, and heavy traffic.
- High Urban is most compatible adjacent to: UM, ULC, MX, IMX, CBD, LCC, C, JC, TOD, and OP.
- High Urban is least compatible adjacent to: AR and UR and requires additional buffering from uses that generate more noise, odors, air and light pollution, and heavy traffic.

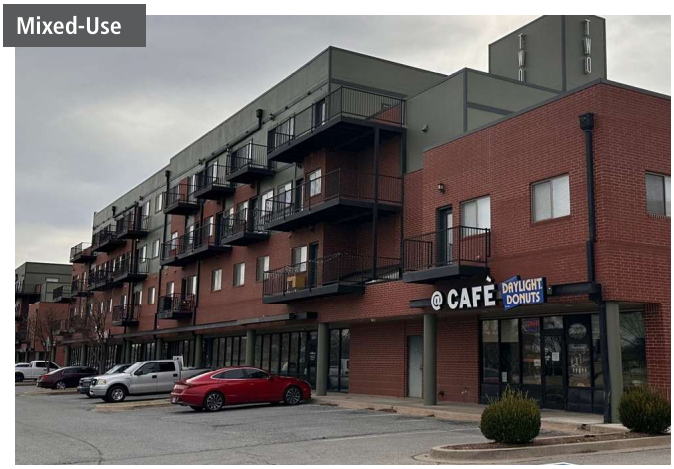
ZONING DISTRICTS

RM-2	RM-6	R-3	RO	O-1	CO	C-1	C-2	C-3	MUD		
PUD	SPUD										
A-1	A-2	RE	R-1	R-1-A	R-2	RM-4	TC	CR	I-1	I-2	M-1

Multi-Unit Residential



Mixed-Use



201 W. Apache

Norman, Oklahoma

Owner:
Riggins Ventures, LLC

Prepared By:
Box Law Group, PLLC

A CENTER CITY PLANNED UNIT DEVELOPMENT
APPLICATION FOR REZONING

Submitted August 3, 2026
Revised August 14, 2026
Revised September 3, 2026
Revised September 11, 2026
Revised September 23, 2026
Revised September 28, 2026
Revised October 1, 2026
Revised October 5, 2026
Revised October 15, 2026

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C. CCPUD Variances

EXHIBITS

A. Site Development Plan
B. Legal Description of the Property
C. Off-site Parking Agreement
D. Proposed Landscape Plan
E. Elevation Drawings

I. INTRODUCTION

A. Background and Intent

This Center City Planned Unit Development (the “CCPUD”) is submitted for the development of the 201 W. Apache Street property (the “Property”). The Property is located at the intersection of West Apache and S. Santa Fe Ave. The legal description is attached in Exhibit B.

The site is an existing vacant lot with existing utility services as well as existing alley access.

It is the intent of the owner to redevelop the Property in order to accommodate the gaps in the housing market while meeting the vision for the Center City. The Applicant is Riggins Ventures, LLC. The project will feature a 17,872 SF multi-family building, consisting of four floors with a maximum of 8 dwelling units with 4 bedrooms and 4 bathrooms per unit for a total of 32 bedrooms for the development.

The property is zoned under a CCPUD. The Applicant is requesting a new CCPUD in order to redevelop the parcel to be in-line with the existing structures on this block and to request four bedrooms per dwelling unit. Beyond these variances, the applicant is able to conform to most of the other detailed CCFBC code provisions. Therefore, in the spirit of fulfilling the vision of CCFBC, the Applicants bring this CCPUD forward with requested variances from the CCFBC as is necessary for this proposed redevelopment.

II. PROPERTY DESCRIPTIONS/EXISTING CONDITIONS

A. Location

The Property is located at 201 W. Apache St. The Property is on the northwest corner of W Apache St and S Santa Fe Ave. The specific location is illustrated on the attached Site Plan, as Exhibit A. See Exhibit B for legal description.

B. Existing Land Use and Zoning

The Property is currently zoned under a CCPUD. The property currently contains a vacant lot with existing utility services.

C. Elevation and Topography

The existing Property currently consists of a vacant lot after removal of the existing house. The lot is generally flat.

D. Drainage

The property currently drains to the alley and then towards Santa Fe Ave, which is located along the eastern side of the property.

E. Utility Services/ Public Works

The Property is already platted. All required utility systems for the project (including water, sewer, gas, and electric) are in immediate proximity to the Property, and long established.

F. 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.

G. Traffic Circulation and Access

West Apache Street is located along the front of the parcel, and Santa Fe is located along the east side of the property. Vehicle access will be available from S Santa Fe Ave.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property shall be developed in compliance with the terms of this CCPUD and the exhibits attached hereto and incorporated herein.

A. Permissible Uses

The allowable uses for the Property are included below:

Residential – as defined and regulated by the CCFBC

- Household Living
- Group Living
- Overnight Lodging

Four-bedrooms per dwelling unit shall be permitted by right within this CCPUD.

B. Development Criteria

1. Siting. The development shall comply with the setbacks shown on the Site Development Plan. To achieve a multimodal, pedestrian friendly environment, the Required Building Line (RBL) along Santa Fe Ave will be shifted to be 3’ behind the property line (as opposed to the existing 5’ behind the property line), and the RBL along Apache will remain at the existing 10’ behind the property line. The RBLs identified in the

Regulating Plan for this parcel shall be identified and reset, as applicable, in accordance with this CCPUD.

The CCFBC regulations for 32 bedrooms require 32 parking spaces. This CCPUD proposes two on-site parking spaces, five on-street parking spaces, and 28 parking spaces shall be located off-site via a lease agreement in accordance with Exhibit C.

Recessed porches with a maximum of 6 feet and 5 inches shall be permitted along S Santa Fe Ave in accordance with Exhibit A.

There will be a 72” tall street wall between the building and the alley along Santa Fe Ave comprised of brick/masonry, as shown in Exhibit A, Site Development Plan and Exhibit E, Elevations.

2. Building Height. The new structure on the parcel shall be a maximum of four stories in height. The ground story finished floor elevation shall be no lower than 14-inches above the average fronting public sidewalk elevation. The ground story shall have a minimum clear height of 9’-0”and the minimum clear height for the upper stories shall be 9’-0”.

3. Elements. The Property shall be built in accordance with the terms of this CCPUD, Exhibit A – Site Development Plan and Exhibit E Elevation Drawings.

Fenestration

- Blank lengths of wall exceeding 20 linear feet are prohibited on all required building lines (RBL), and other fronting exterior walls, provided the walls are not within 3 feet of the property line.
- Ground story fenestration shall comprise between 33% and 70% of the ground story facades, and other fronting exterior walls, provided they are not within 5 feet of the property line.
- Upper story fenestration shall comprise between 20% and 70% of the façade, and other fronting exterior wall area per story provided they are not within 5 feet of the property line. Upper story fenestration shall comprise between 10% and 70% of the upper story fronting exterior walls that are 3-5 feet from the property

4. Unit Minimum and Bedrooms

This parcel will be developed with a minimum of three dwelling units and maximum of eight dwelling units. Each residential dwelling unit shall contain no more than four bedrooms.

5. Sanitation. Sanitation service will be provided via a dumpster on site, which will be screened by a street wall provided along the RBL, further defined above and shown on Exhibit A, Site Development Plan.

6. Signage. All signage shall comply with 402. General Provisions, Section M of the CCFBC.

7. Traffic access and sidewalks. The access from the existing alley will remain with this redevelopment. Access for pedestrians is planned along Apache Street and Santa Fe St. The sidewalk along both Apache and Santa Fe will be replaced to comply with current CCFBC standards and ADA accessibility requirements. Any damage to existing sidewalks will be replaced prior to a Certificate of Occupancy. On-site parking and street parking is shown on the site plan. Bicycle parking racks shall be provided as illustrated on the Exhibit A, Site Development Plan, and will meet Appendix C, Bicycle Parking Design Guidelines of the CCFBC.

8. Lighting. The project shall comply with the requirements of the CCFBC under 402. General Provisions, Section N. Lighting & Mechanical, as amended thereafter.

9. Drainage. The total impervious surface for the property will increase to 84.83% from maximum allowed of 65% and therefore will utilize Low Impact Development measures listed in Section 7000 of the EDC. Drainage will utilize existing public drainage infrastructure via an underground detention pipe. This redevelopment project will meet Part 8. Site Development Requirements found in the CCFBC, and the drainage plans and Drainage Operation and Maintenance Agreement included with this CCPUD.

10. Open Space and Landscaping. Open Space shall comply with the CCFBC requirements, except for location, which is shown on Exhibit A, Site Development Plan, and Exhibit D, Proposed Landscape Plan. The minimum required Open Space shall be 917 square feet, with a minimum 303 square feet (33%) at grade, as required by the CCFBC. 561 square feet of Open Space will be at grade behind the parking setback line, 501 square feet will be at grade in front of the parking setback line, and private balconies will comprise the maximum allowed 614 square feet (67%). The total proposed private Open Space on site is 1,676 square feet. The Private Open Space will be provided in the landscaped areas on the north, south, and east sides of the structure as shown on Exhibit A Site Development Plan and Exhibit D Proposed Landscape Plan.

Refer to attached Exhibit D, Proposed Landscape Plan, for the street trees in street tree alignment area. Any trees planted shall be of a species that is listed in Section 506. Tree

Lists, of the CCFBC, as amended thereafter, or otherwise approved by the City of Norman Forester, City of Norman ordinance, or appropriate City of Norman staff member.

11. Parking. With the proposed 32 bedrooms, 32 parking spaces are required by the CCFBC. A minimum of 35 parking spaces shall be provided as follows: two on-site parking spaces, five on-street and 28 parking spaces to be provided off-site via a lease as shown in attached in Exhibit C. Refer to attached Exhibit A, Site Development Plan, and Exhibit C, Off-Site Parking Agreement, for the number of on-site parking spaces provided, their location, and size.

12. Architectural Materials (exteriors). The Center City is a compact, walkable, mixed-use urban district. Traditional, sustainable, durable materials appropriate to the central Oklahoma climate will be utilized. Innovative, energy-efficient materials appropriate to a pedestrian-scaled urban environment will be used for this development.

The following materials are proposed:

- Unit Masonry
  Masonry Veneer
- Anodized or Weathering Steel Panel
- Glass and Glazing Systems
- High-Impact EIFS
- Concrete
- Cementitious fiberboard
- Aluminum Panel with concealed fasteners

The following materials are prohibited:

- Any lap siding except natural wood or cementitious fiberboard.
- Composition roofing shingles used as a wall material
- Exposed fastener metal, R-Style panels.
- Artificial stucco or EIFS, except high impact quality

C. CCFBC Standards

The Property shall be developed in accordance with the terms of this CCPUD and the exhibits attached hereto and incorporated by reference.

For convenience purposes, a summary of the proposed variances for this CCPUD are as follows:

1. Move the Required Building Line (RBL) along Santa Fe Avenue from five (5') feet to three (3') feet.

2. Open Space and Landscaping will be provided as shown on the Exhibit D Proposed Landscape Plan. This CCPUD will allow required Open Space and Landscaping to be located in the north, south and east sides of the building as shown on Exhibit D Proposed Landscape Plan instead of behind the Parking Setback Line.
3. Exemption from on-site parking requirement. 32 parking spaces are required by the CCFBC. Requesting to provide 35 parking spaces for the development. Two shall be provided on-site, five provided on-street, and a minimum of 28 parking spaces shall be via a lease attached as Exhibit C.
4. Requesting 4 bedrooms per dwelling unit.
5. Requesting to recess entryways be a maximum of 6 feet and 5 inches.

201 W. Apache

Norman, Oklahoma

Owner:
Riggins Ventures, LLC

Prepared By:
Box Law Group, PLLC

A CENTER CITY PLANNED UNIT DEVELOPMENT
APPLICATION FOR REZONING

Submitted August 3, 2026
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B. Existing Land Use and Zoning

The Property is currently zoned under a CCPUD. The property currently contains a vacant lot with existing utility services.

C. Elevation and Topography

The existing Property currently consists of a vacant lot after removal of the existing house. The lot is generally flat.

D. Drainage

The property currently drains to the alley and then towards Santa Fe Ave, which is located along the eastern side of the property.

E. Utility Services/ Public Works

The Property is already platted. All required utility systems for the project (including water, sewer, gas, and electric) are in immediate proximity to the Property, and long established.

F. 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.

G. Traffic Circulation and Access

West Apache Street is located along the front of the parcel, and Santa Fe is located along the east side of the property. Vehicle access will be available from S Santa Fe Ave.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property shall be developed in compliance with the terms of this CCPUD and the exhibits attached hereto and incorporated herein.

A. Permissible Uses

The allowable uses for the Property are included below:

Residential – as defined and regulated by the CCFBC

- Household Living
- Group Living
- Overnight Lodging

Four-bedrooms per dwelling unit shall be permitted by right within this CCPUD.

B. Development Criteria

1. Siting. The development shall comply with the setbacks shown on the Site Development Plan. To achieve a multimodal, pedestrian friendly environment, the Required Building Line (RBL) along Santa Fe Ave will be shifted to be 3’ behind the property line (as opposed to the existing 5’ behind the property line), and the RBL along Apache will remain at the existing 10’ behind the property line. The RBLs identified in the

Regulating Plan for this parcel shall be identified and reset, as applicable, in accordance with this CCPUD.

The CCFBC regulations for 32 bedrooms require 32 parking spaces. This CCPUD proposes two on-site parking spaces, five on-street parking spaces, and 21 parking spaces shall be located off-site via a lease agreement in accordance with Exhibit C.

Recessed porches with a maximum of 6 feet and 5 inches shall be permitted along S Santa Fe Ave in accordance with Exhibit A.

There will be a 72” tall street wall between the building and the alley along Santa Fe Ave comprised of brick/masonry, as shown in Exhibit A, Site Development Plan and Exhibit E, Elevations.

2. Building Height. The new structure on the parcel shall be a maximum of four stories in height. The ground story finished floor elevation shall be no lower than 14-inches above the average fronting public sidewalk elevation. The ground story shall have a minimum clear height of 9’-0”and the minimum clear height for the upper stories shall be 9’-0”.

3. Elements. The Property shall be built in accordance with the terms of this CCPUD, Exhibit A – Site Development Plan and Exhibit E Elevation Drawings.

Fenestration

- Blank lengths of wall exceeding 20 linear feet are prohibited on all required building lines (RBL), and other fronting exterior walls, provided the walls are not within 3 feet of the property line.
- Ground story fenestration shall comprise between 33% and 70% of the ground story facades, and other fronting exterior walls, provided they are not within 5 feet of the property line.
- Upper story fenestration shall comprise between 20% and 70% of the façade, and other fronting exterior wall area per story provided they are not within 5 feet of the property line. Upper story fenestration shall comprise between 10% and 70% of the upper story fronting exterior walls that are 3-5 feet from the property

4. Unit Minimum and Bedrooms

This parcel will be developed with a minimum of three dwelling units and maximum of eight dwelling units. Each residential dwelling unit shall contain no more than four bedrooms.

5. Sanitation. Sanitation service will be provided via a dumpster on site, which will be screened by a street wall provided along the RBL, further defined above and shown on Exhibit A, Site Development Plan.

6. Signage. All signage shall comply with 402. General Provisions, Section M of the CCFBC.

7. Traffic access and sidewalks. The access from the existing alley will remain with this redevelopment. Access for pedestrians is planned along Apache Street and Santa Fe St. The sidewalk along both Apache and Santa Fe will be replaced to comply with current CCFBC standards and ADA accessibility requirements. Any damage to existing sidewalks will be replaced prior to a Certificate of Occupancy. On-site parking and street parking is shown on the site plan. Bicycle parking racks shall be provided as illustrated on the Exhibit A, Site Development Plan, and will meet Appendix C, Bicycle Parking Design Guidelines of the CCFBC.

8. Lighting. The project shall comply with the requirements of the CCFBC under 402. General Provisions, Section N. Lighting & Mechanical, as amended thereafter.

9. Drainage. The total impervious surface for the property will increase to 84.83% from maximum allowed of 65% and therefore will utilize Low Impact Development measures listed in Section 7000 of the EDC. Drainage will utilize existing public drainage infrastructure via an underground detention pipe. This redevelopment project will meet Part 8. Site Development Requirements found in the CCFBC, and the drainage plans and Drainage Operation and Maintenance Agreement included with this CCPUD.

10. Open Space and Landscaping. Open Space shall comply with the CCFBC requirements, except for location, which is shown on Exhibit A, Site Development Plan, and Exhibit D, Proposed Landscape Plan. The minimum required Open Space shall be 917 square feet, with a minimum 303 square feet (33%) at grade, as required by the CCFBC. 561 square feet of Open Space will be at grade behind the parking setback line, 501 square feet will be at grade in front of the parking setback line, and private balconies will comprise the maximum allowed 614 square feet (67%). The total proposed private Open Space on site is 1,676 square feet. The Private Open Space will be provided in the landscaped areas on the north, south, and east sides of the structure as shown on Exhibit A Site Development Plan and Exhibit D Proposed Landscape Plan.

Refer to attached Exhibit D, Proposed Landscape Plan, for the street trees in street tree alignment area. Any trees planted shall be of a species that is listed in Section 506. Tree

Lists, of the CCFBC, as amended thereafter, or otherwise approved by the City of Norman Forester, City of Norman ordinance, or appropriate City of Norman staff member.

11. Parking. With the proposed 32 bedrooms, 32 parking spaces are required by the CCFBC. A minimum of 28 parking spaces shall be provided as follows: two on-site parking spaces, five on-street and 21 parking spaces to be provided off-site via a lease as shown in attached in Exhibit C. Refer to attached Exhibit A, Site Development Plan, and Exhibit C, Off-Site Parking Agreement, for the number of on-site parking spaces provided, their location, and size.

12. Architectural Materials (exteriors). The Center City is a compact, walkable, mixed-use urban district. Traditional, sustainable, durable materials appropriate to the central Oklahoma climate will be utilized. Innovative, energy-efficient materials appropriate to a pedestrian-scaled urban environment will be used for this development.

The following materials are proposed:

- Unit Masonry
  Masonry Veneer
- Anodized or Weathering Steel Panel
- Glass and Glazing Systems
- High-Impact EIFS
- Concrete
- Cementitious fiberboard
- Aluminum Panel with concealed fasteners

The following materials are prohibited:

- Any lap siding except natural wood or cementitious fiberboard.
- Composition roofing shingles used as a wall material
- Exposed fastener metal, R-Style panels.
- Artificial stucco or EIFS, except high impact quality

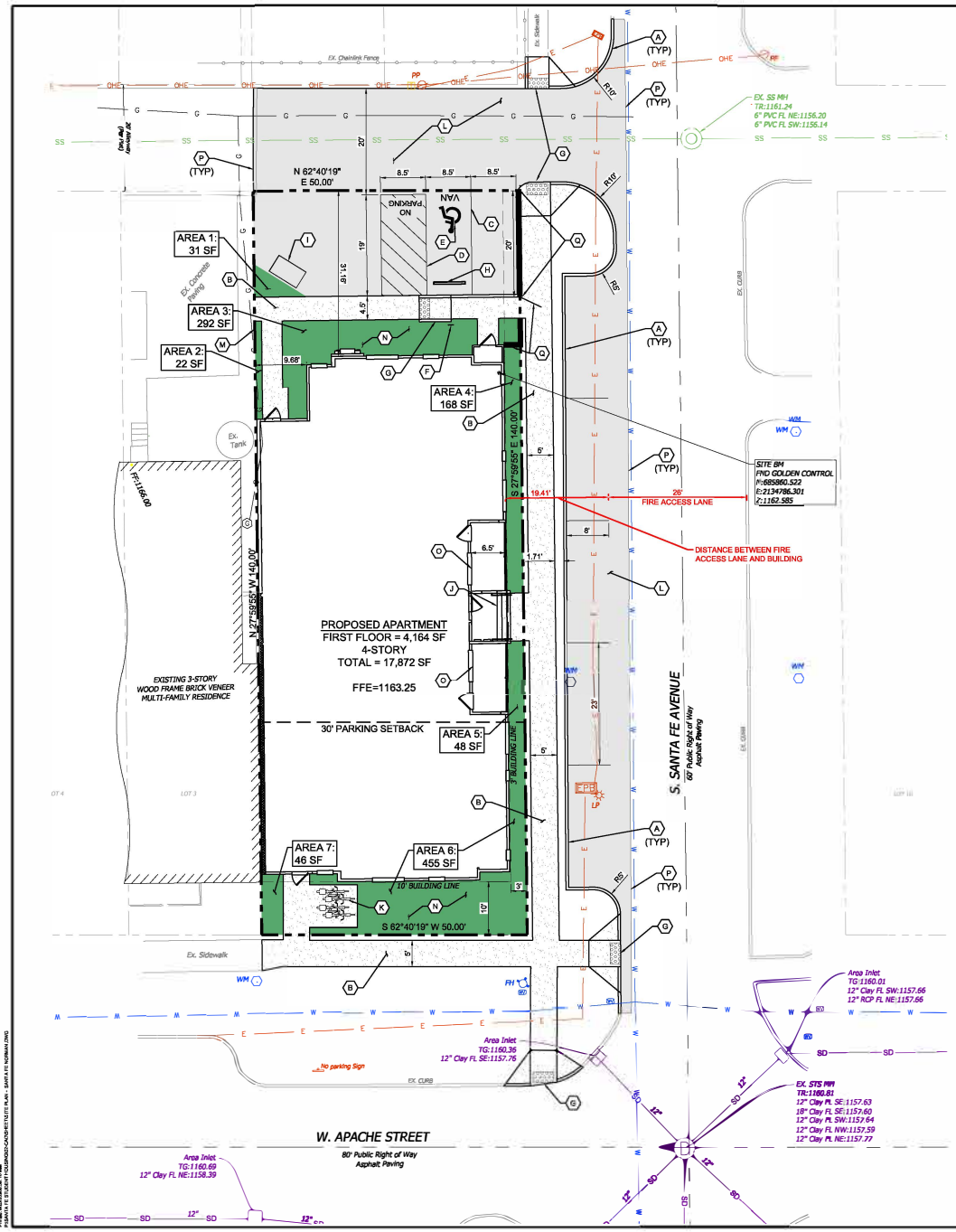
C. CCFBC Standards

The Property shall be developed in accordance with the terms of this CCPUD and the exhibits attached hereto and incorporated by reference.

For convenience purposes, a summary of the proposed variances for this CCPUD are as follows:

1. Move the Required Building Line (RBL) along Santa Fe Avenue from five (5') feet to three (3') feet.

2. Open Space and Landscaping will be provided as shown on the Exhibit D Proposed Landscape Plan. This CCPUD will allow required Open Space and Landscaping to be located in the north, south and east sides of the building as shown on Exhibit D Proposed Landscape Plan instead of behind the Parking Setback Line.
3. Exemption from on-site parking requirement. 32 parking spaces are required by the CCFBC. Requesting to provide 28 parking spaces for the development. Two shall be provided on-site, five provided on-street, and a minimum of 21 parking spaces shall be via a lease attached as Exhibit C.
4. Requesting 4 bedrooms per dwelling unit.
5. Requesting to recess entryways be a maximum of 6 feet and 5 inches.



SITE PLAN NOTES

1. THE CONTRACTOR SHALL CONTACT"OKIE" AT 811 OR 800-522-6543, THREE (3) WORKING DAYS BEFORE BEGINNING ANY WORK, SO EXISTING UNDERGROUND UTILITIES CAN BE LOCATED AND MARKED.
2. EQUIPMENT AND MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS.
3. SIDEWALK EXPANSION JOINTS SHALL BE PLACED IN ACCORDANCE WITH DETAIL
4. ALL CONSTRUCTION AND METHODS TO BE IN STRICT ACCORDANCE WITH CURRENT AUTHORITY HAVING JURISDICTION SPECIFICATIONS AND DETAILS.
5. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND WILL NOT BE LIMITED TO NORMAL WORKING HOURS. MAINTAIN ALL BARRICADES, WARNING SIGNS, FLASHING LIGHTS AND TRAFFIC CONTROL DEVICES DURING CONSTRUCTION. CONTRACTOR SHALL COMPLY WITH ALL O.S.H.A. REGULATIONS AND SAFETY REQUIREMENTS.
6. THIS SETOF CONSTRUCTIONDOCUMENTS SHALLBE CONSIDEREDAS A WHOLE IN THAT THE GENERAL CONTRACTOR ANDALL SUB-CONTRACTORS ARE RESPONSIBLE FOR INFORMATION PRESENTED ON ALL SHEETS OF THIS SET OF DRAWINGS.
7. CONTRACTOR IS TO BE RESPONSIBLE FOR OBTAINING ANY REQUIRED STATE OR LOCAL PERMITS. CONSTRUCTION MEANS AND METHODS SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO SAME.
8. IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION, IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE, AS NECESSARY, TO RETURN IT TO THE EXISTING CONDITION OR BETTER. CONTRACTOR SHALL REPAIR AND RESTORE ANY AREAS DAMAGED DURING CONSTRUCTION AT HIS OWN EXPENSE.
9. CONTRACTOR SHALL PROVIDE AND MAINTAIN EROSION CONTROL MEASURES PER THE EROSION CONTROL PLAN.
10. THE CONTRACTOR SHALL PERFORM THE WORK ACCORDING TO ALL CITY, COUNTY, STATE AND FEDERAL SAFETY AND HEALTH REGULATIONS. IN PARTICULAR THE "TRENCHING" AND "OPEN EXCAVATION" OPERATIONS SHALL COMPLY WITH ALL CURRENT O.S.H.A. REGULATORY REQUIREMENTS.
11. ALL PAVEMENT MARKING OF STRIPES TO BE 4" WIDE, WHITE AND APPLIED IN TWO COATS, UNLESS OTHERWISE NOTED, RE: SPECIFICATIONS.
12. PARKING LOT STRIPING AND REQUIRED ADA ACCESSIBLE AISLES SHOWN ON PLAN SHALL BE MARKED IN ACCORDANCE WITH CURRENT ADAGUIDELINES.
13. ALL NEW SIDEWALKS, IF ANY, NOT ADJACENT TO THE BUILDING, SHALL BE 4" THICK AND A MINIMUM OF FOUR (4) FEET WIDE. SIDEWALKS SHALL HAVE A LIGHT BROOM FINISH WITH A MAXIMUM CROSS SLOPE OF TWO PERCENT. TRANSVERSE CONTRACTION JOINTS SHALL MAINTAIN AN EQUAL SPACING WITH THE SIDEWALK WIDTH. SIDEWALK EXPANSION JOINTS SHALL NOT EXCEED 40 FOOT SPACING UNLESS OTHERWISE NOTED.

SITE PLAN KEY NOTES

- (A) PROPOSED CURB AND GUTTER
- (B) PROPOSED CONCRETE SIDEWALK
- (C) PROPOSED 4" SOLID WHITE PARKING LINE (TYP)
- (D) PROPOSED PAINTED ISLAND. 4" SOLID WHITE LINE 2' APART @ 45°
- (E) PROPOSED PAINTED ACCESSIBLE SYMBOL
- (F) PROPOSED ADA PARKING SIGN
- (G) PROPOSED ADA RAMP
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- (J) PROPOSED STAIRS
- (K) PROPOSED BICYCLE RACK
- (L) CONCRETE PAVEMENT PER CITY OF NORMAN ALLEY AND STREET STANDARDS
- (M) PROPOSED 6' WOOD FENCE
- (N) PROPOSED LANDSCAPE AREA
- (O) PRIVATE UNIT BALCONY
- (P) SAW CUTTO FULL DEPTH
- (Q) STREET WALL 6 FEET IN HEIGHT AND GATE

ADA NOTES

1. ANY REQUEST BY THE GOVERNING AUTHORITY OR INSPECTOR TO ALTER ADA COMPLIANCE DETAILS OR REQUIREMENTS DEPICTED ON AND IN THESE PLANS AND SPECIFICATIONS MUST BE DIRECTED TO THE OWNER'S CONSTRUCTION MANAGER FOR AUTHORIZATION. ANY CHANGES MADE WITHOUT PROPER AUTHORIZATION AND LATER FOUND TO BE NON-COMPLIANT WITH THE DETAILS AS SHOWN ON AND IN THESE PLANS AND SPECIFICATIONS WILL BE REMOVED AND REPLACED TO BE MADE FULLY COMPLIANT, REGARDLESS OF MAGNITUDE, AT THE CONTRACTOR AND/OR SUB-CONTRACTOR'S EXPENSE. THE CONTRACTOR MUST FOLLOW THE "REQUEST FOR INFORMATION" (RFI) PROCESS IN ACQUIRING THE APPROVAL OF CHANGES TO ADA RELATED ITEMS.
2. ALL NEW SIDEWALKS OR ADA PATHS (SIDEWALKS TO BE REMOVED & REPLACED OR STRIPED ADA PATHS) SHALL NOT EXCEED 2% CROSS SLOPE & 5% RUNNING SLOPE. FOR SIDEWALKS CONTAINED WITHIN THE PUBLIC R/W AND WHEN ADJACENT STREET GRADES EXCEED 5%, THEN SIDEWALK RUNNING SLOPES MAY MATCH STREET GRADES.
3. 1/8" MAXIMUM DEPTH TO TOP OF SEALANT AND 1/8" MAXIMUM PROTRUSION TO TOP OF SEALANT ALONG ADA ACCESS ROUTES.
4. PRIVATE PROPERTY RAMPS SHALL HAVE THE FACE OF THE CURB TRANSITIONS PAINTED YELLOW.
5. ALL ADA PARKING AREAS SHALL BE 2% MAXIMUM IN ALL DIRECTIONS.

PAVING NOTES

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4. ALL TRENCH BACKFILL FOR OPEN CUT PAVEMENT AREAS SHALL BE BACKFILLED FULL DEPTH WITH AGGREGATE BASE MATERIAL AND COMPACTED IN 9 INCH LIFTS TO 95% STANDARD PROCTOR DENSITY TO THE BOTTOM OF SURFACE PAVEMENT.

LEGAL DESCRIPTION

LOTS ONE (1) AND TWO (2), IN BLOCK SEVEN (7), OF D.L. LARSH'S FIRST ADDITION, TO NORMAN, OKLAHOMA COUNTY, OKLAHOMA ACCORDING TO THE RECORDED PLAT THEREOF.

CONTAINING 7,000 SF OR 0.1607 ACRES, MORE OR LESS

PROJECT INFORMATION

PROPERTY AREA

0.16	ACRES
7,000	SQFT

BUILDING AREA

LEVEL 1	4,164 SF
LEVEL 2	4,486 SF
LEVEL 3	4,486 SF
LEVEL 4	4,486 SF
TOTAL	17,872 SF

PARKING SUMMARY

TOTAL SPACES REQUIRED:
3 BEDROOM UNIT OR GREATER = 1 SPACE/BEDROOM
PROPOSED 32 BEDROOMS = 32 PARKING SPACES

TOTAL SPACES PROVIDED
1 ONSITE PARKING SPACE
1 ONSITE ADA SPACE
5 STREET PARKING SPACES
7 TOTAL ONSITE PARKING SPACES
28 (MIN) PARKING SPACES (TO BE LEASED)
35 TOTAL PARKING SPACES

PROPOSED LAND USE
IMPERVIOUS AREA 5,938 SF / 84.83%
PERVIOUS (LANDSCAPE) AREA 1,062 SF / 15.17%

NOTE: ENGINEERED SOLUTION REQUIRED >65% IMPERVIOUS AREA. SEE SHEET CG101

LANDSCAPE/PRIVATE OPEN AREA SUMMARY
BUILDABLE AREA BEHIND RBL = 6,110 SF

PRIVATE OPEN AREA REQUIRED 15% MINIMUM = 917 SF
MINIMUM 33% AT GRADE = 303 SF

LANDSCAPE AREA PROVIDED BEHIND 30' PARKING SETBACK AT GRADE
AREA 1 (DUMPSTER): 31 SF
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AREA 6 (EAST/SOUTH): 455 SF
AREA 7 (SOUTH): 46 SF
TOTAL: 501 SF

INDIVIDUALBALCONY AREA = 86 SF
8 BALCONIES PROVIDED = 688 SF
MAXIMUM 67% PRIVATE BALCONIES = 614 SF

TOTALPRIVATE OPEN AREA ON SITE = 1,676 SF

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66 ENG GROUP
5 SOUTH MAIN STREET,
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SCALE: 1" = 10'

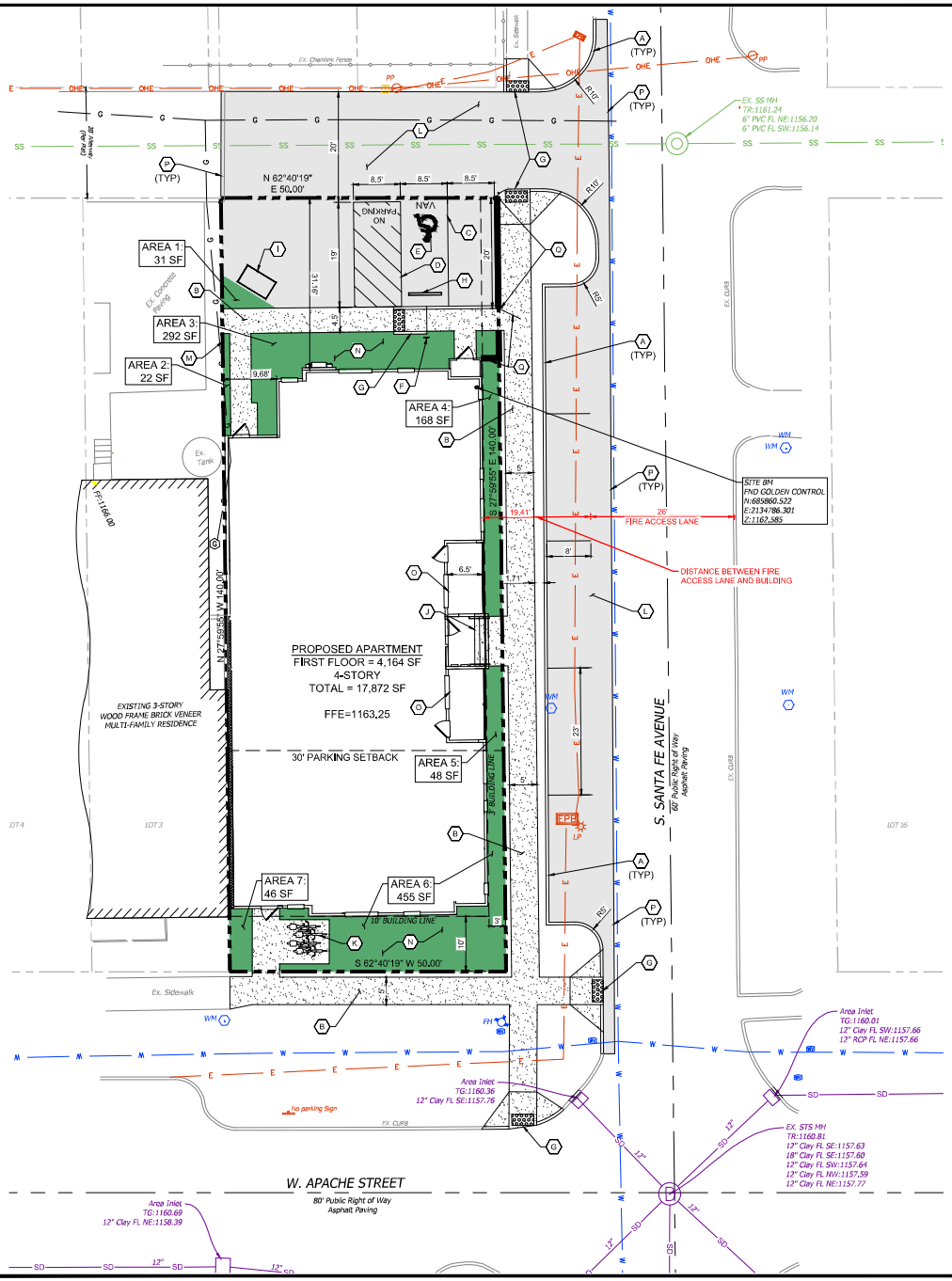
OKIE 811
Know what's below. Call before you dig.
1-800-522-6543

BY:
REVISION
DATE:

SITE PLAN
201 WEST APACHE
BLACK PINE CONSTRUCTION AND DEVELOPMENT
NORMAN, OKLAHOMA

DRAWN BY: MD
APPV. BY: BC
DATE: 09/01/2026

SHEET CS101



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OKIE 811 know what's below. Call before you dig. 1-800-522-6543

BY | REVISION | DATE

SITE PLAN
201 WEST APACHE
BLACK PINE CONSTRUCTION AND DEVELOPMENT
NORMAN, OKLAHOMA

DRAWN BY: MD
APPV. BY: BC
DATE: 08/01/2026
SHEET NO. 01

Exhibit C - Off-site Parking Agreement

Parking Spaces Lease Agreement

This Parking Spaces Lease Agreement (the "Agreement") is made and entered into on this 15th day of June, 2026, by and between First Baptist Church Norman (hereinafter referred to as "Lessor"), and Riggins Ventures, LLC (hereinafter referred to as "Lessee"), an Oklahoma limited liability company.

Parking Spaces: Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor twenty-one (21) parking spaces located on Lessor's property as will be designated in the southwest corner of Lessor's main parking lot (the "Parking Spaces") as described herein:

a) As determined by Lessor, these Parking Spaces may be designated specifically or made available generally within the area designated for tenant parking. Lessor's spaces may be relocated at the discretion of Lessor.

b) There may be days throughout the year Lessor will have need for the entirety of the main lot, including the Lessee's Parking Spaces. These days will be deemed "overflow days" by Lessor, and Lessor may make provision for alternate parking spaces on these "overflow days."

c) As deemed by Lessor, "overflow days" shall be for large Church or community events, such as staging for the City of Norman's holiday parade, well-attended funerals, or similar events. Lessor will give Lessee a minimum of three (3) days' notice (usually more) of an upcoming "overflow day," as well as communicate the information directly to Lessee's tenants via text message as per current contact information provided by Lessee to Lessor.

d) The actual time the parking lot needs to be cleared on "overflow days" will be communicated in the notice to both Lessee and Lessee's tenants. If no time is specified, the period shall be the 24 hours commencing at midnight on the designated day.

Parking Permits & Tenant Information: Lessee shall be responsible to provide Lessor with current information of potential tenant parking permit holders including the following: full name; make, model, color, and license plate number of tenant's vehicle; tenant's mobile telephone number and email. It is the responsibility of the Lessee to keep Lessor informed of any changes in tenant's information and to keep the list current. After Lessee provides said information, Lessor will provide Lessee twenty-one (21) parking permits to be displayed by tenants given parking privileges by Lessee. Lessee will be responsible for retrieving parking permits at the end of a tenant's rental agreement period and provide them to subsequent tenants at Lessee's discretion.

Terms in Lease: The terms, if any, as written in the addendum to this Agreement shall be made part of the Lessee's rental agreement with each tenant to which Lessee issues a parking permit. Lessee shall provide Lessor with a signed digital copy of each tenant's lease agreement.

Term: The term of this Agreement shall commence on July 1, 2026 and shall continue for a period of ten (10) years unless earlier terminated in accordance with the terms herein.

Rent: Lessee shall pay to Lessor a graduated rent consisting of a monthly rent of $100 per space for twenty-one (21) spaces for the first five (5) years of this agreement, and $150 monthly rent per space for years' six-ten (6-10) of this agreement. One half of the total rent for the first year of this agreement, $12,600, shall be due and payable in advance of the term of this Agreement, with the balance of $12,600 due upon commencement of the term.

The full annual rent for all spaces leased by lessee shall be due and payable in years 2-10 of this Agreement on or before July 1 of each year.

In addition, Lessee shall pay to Lessor for each Parking Space leased by lessor an amount equal to the prevailing charge Lessor charges the general public for parking on Lessor's property during special events, including but not limited to OU football game days. Lessor will invoice Lessee separately for these paid parking events. As per the OU football schedule, all game day parking will be invoiced cumulatively in advance or during the football season with payment by Lessee due within ten (10) days of receipt of invoice. Other paid parking days will be invoiced after such event occurs.

Use: Lessee shall use the Parking Spaces solely for the parking of vehicles associated with their tenants' personal vehicles. Commercial vehicles, including but not limited to trucks in excess of one ton, trailers, boats, recreational vehicles and heavy equipment are not allowed. Personal vehicles in a state of disrepair shall not remain in said state for more than thirty (30) days.

Lessee shall not assign, sublease, or otherwise transfer its rights under this Agreement without the prior written consent of Lessor unless transfer is via sale or lease of the entire property at 201 Apache, Norman, OK. In the event of Lessee default, the bank holding the loan for 201 Apache shall have the right to assume the loan.

Maintenance and Repairs: Lessor shall be responsible for the maintenance and repairs of the Parking Spaces, including but not limited to lighting, striping, and general upkeep.

Indemnification: Lessee agrees to indemnify, defend, and hold harmless Lessor from and against any and all claims, damages, losses, liabilities, and expenses arising out of or related to Lessee's use of the Parking Spaces.

Insurance: Lessee shall name Lessor as an additional insured of the 201 Apache property insurance coverage for liability purposes and shall provide Lessor with a copy of the policy.

Default: In the event of a default by either party under this Agreement, the non-defaulting party shall have the right to terminate this Agreement upon 30 days written notice to the defaulting party.

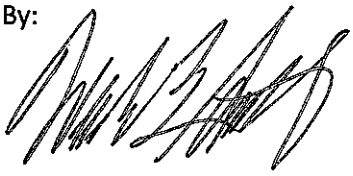
Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state of Oklahoma.

Execution: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

First Baptist Church Norman

By:



Wade Smith

Pastor, First Baptist Church Norman

Date: 6/22/26

Riggins Ventures LLC

By:



Dakota Riggins

Riggins Ventures LCC

Date: 6/15/2026

Parking Spaces Lease Agreement

This Parking Spaces Lease Agreement (the "Agreement") is made and entered into on this 2nd day of January 2025, by and between First Baptist Church Norman (hereinafter referred to as "Lessor"), and DC Jones Holdings, LLC (hereinafter referred to as "Lessee"), an Oklahoma limited liability company.

Parking Spaces: Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor seven (7) parking spaces located on Lessor's property as will be designated in the southeast corner of Lessor's main parking lot (the "Parking Spaces") as described herein:

a) As determined by Lessor, these Parking Spaces may be designated specifically or made available generally within the area designated for tenant parking. Lessor's spaces may be relocated at the discretion of Lessor.

b) There may be days throughout the year Lessor will have need for the entirety of the main lot, including the Lessee's Parking Spaces. These days will be deemed "overflow days" by Lessor, and Lessor may make provision for alternate parking spaces on these "overflow days."

c) As deemed by Lessor, "overflow days" shall be for large Church or community events, such as staging for the City of Norman's holiday parade, well-attended funerals, or similar events. Lessor will give Lessee a minimum of three (3) days' notice (usually more) of an upcoming "overflow day," as well as communicate the information directly to Lessee's tenants via text message as per current contact information provided by Lessee to Lessor.

d) The actual time the parking lot needs to be cleared on "overflow days" will be communicated in the notice to both Lessee and Lessee's tenants. If no time is specified, the period shall be the 24 hours commencing at midnight on the designated day.

Parking Permits & Tenant Information: Lessee shall be responsible to provide Lessor with current information of potential tenant parking permit holders including the following: full name; make, model, color, and license plate number of tenant's vehicle; tenant's mobile telephone number and email. It is the responsibility of the Lessee to keep Lessor informed of any changes in tenant's information and to keep the list current. After Lessee provides said information, Lessor will provide Lessee seven (7) parking permits to be displayed by tenants given parking privileges by Lessee. Lessee will be responsible for retrieving parking permits at the end of a tenant's rental agreement period and provide them to subsequent tenants at Lessee's discretion.

Terms in Lease: The terms, if any, as written in the addendum to this Agreement shall be made part of the Lessee's rental agreement with each tenant to which Lessee issues a parking permit. Lessee shall provide Lessor with a signed digital copy of each tenant's lease agreement.

Term: The term of this Agreement shall commence on August 1, 2025 and shall continue for a period of ten (10) years unless earlier terminated in accordance with the terms herein.

Rent: Lessee shall pay to Lessor a graduated rent consisting of a monthly rent of $75 for seven (7) spaces for the first five (5) years of this agreement, and $100 monthly rent for years' six-ten (6-10) of this agreement. One half of the total rent for the first year of this agreement, $3,150 shall be due and payable in advance of the term of this Agreement, with $3,150 due upon acceptance of this Agreement by Lessee, with the balance of $3,150 due upon commencement of the term.

The full annual rent for all spaces leased by lessee shall be due and payable in years 2-10 of this Agreement on or before August 1 of each year.

In addition, Lessee shall pay to Lessor for each Parking Space leased by lessor an amount equal to the prevailing charge Lessor charges the general public for parking on Lessor's property during special events, including but not limited to OU football game days. Lessor will invoice Lessee separately for these paid parking events. As per the OU football schedule, all game day parking will be invoiced cumulatively in advance or during the football season with payment by Lessee due within ten (10) days of receipt of invoice. Other paid parking days will be invoiced after such event occurs.

Use: Lessee shall use the Parking Spaces solely for the parking of vehicles associated with their tenants' personal vehicles. Commercial vehicles, including but not limited to trucks in excess of one ton, trailers, boats, recreational vehicles and heavy equipment are not allowed. Personal vehicles in a state of disrepair shall not remain in said state for more than thirty (30) days.

Lessee shall not assign, sublease, or otherwise transfer its rights under this Agreement without the prior written consent of Lessor unless transfer is via sale or lease of the entire property at 201 W Apache, Norman, OK. In the event of Lessee default, the bank holding the loan for 201 W Apache shall have the right to assume the loan.

Maintenance and Repairs: Lessor shall be responsible for the maintenance and repairs of the Parking Spaces, including but not limited to lighting, striping, and general upkeep.

Indemnification: Lessee agrees to indemnify, defend, and hold harmless Lessor from and against any and all claims, damages, losses, liabilities, and expenses arising out of or related to Lessee's use of the Parking Spaces.

Insurance: Lessee shall name Lessor as an additional insured of the 201 Apache property insurance coverage for liability purposes and shall provide Lessor with a copy of the policy.

Default: In the event of a default by either party under this Agreement, the non-defaulting party shall have the right to terminate this Agreement upon 30 days written notice to the defaulting party.

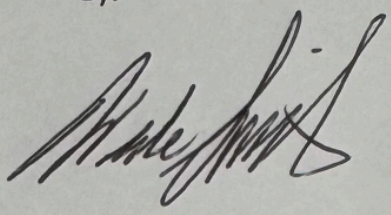
Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state of Oklahoma.

Execution: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

First Baptist Church Norman

By:



Wade Smith

Pastor, First Baptist Church Norman

Date: 1/2/2025

By:

Daniel Jones

Daniel Jones or Cameron Jones

Partner, DC Jones Holdings LCC

Date: 12-30-2024

THE CLERKLEY WATKINS GROUP
TCWG
ARCHITECTURE | PLANNING | INTERIOR DESIGN

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PROJECT:
201 WEST APACHE
BLACK PINE CONSTRUCTION AND DEVELOPMENT
NORMAN, OKLAHOMA

PRICING ISSUE 05-01-26

THESE DOCUMENTS ARE ISSUED FOR PRICING ONLY. NOT FOR PERMIT OR CONSTRUCTION.

PROJ. DATE : 1-20-26
PROJECT NO : BPC-2504
DRAWN BY : JWR
CHECKED BY :

SHEET A1.1

PLOT

A1-0_LANDSCAPE-PLAN

PROPOSED LANDSCAPE PLAN

EXHIBIT D

0 20' 40'

NORTH

CALL OKIE TO LOCATE UTILITIES 48 HOURS PRIOR TO DOING ANY EXCAVATION
(405) 840-5902 OR (800) 522-6543

NOTES:
1. ALL DISTURBED AREAS SHALL RECEIVE SOD.
2. ALL LANDSCAPED AREAS TO RECEIVE IN-GROUND IRRIGATION SYSTEM, TO BE DESIGNED BY MANUFACTURER. CONTRACTOR TO PROVIDE AND COORDINATE WITH OWNER.
3. ALL LANDSCAPE AREAS TO BE WITHIN 150' OF A HALL MOUNTED HOSE BIB. CONTRACTOR TO COORDINATE.
4. PROVIDE LANDSCAPE LIGHTING AT EACH TREE.

SUMMARY OF QUANTITIES (LANDSCAPE)

ITEM No	SYMBOL	COMMON NAME	BOTANICAL NAME	QUANTITY	SIZE	UNIT	SPACING
TREE							
1	Ro	RED OAK, TREE	QUERCUS RUBRA	5 MIN.	5"	LUMP	AS SHOWN
2	Or	OKLAHOMA REDBUD	CERCIS CANADENSIS	2	15"	LUMP	AS SHOWN

GROUND COVER LEGEND

CONCRETE (SIDEWALKS)

GRASS, LANDSCAPE

LANDSCAPE SYMBOLS LEGEND

QUERCUS RUBRA TREE (Ro)
RED OAK, TREE

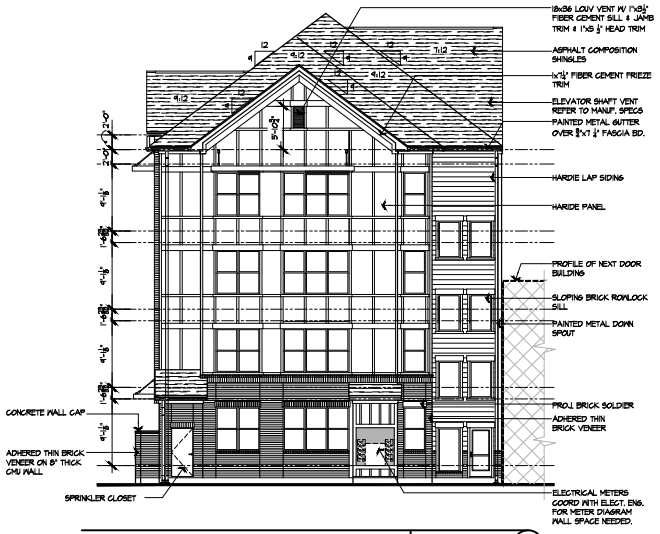
CERCIS CANADENSIS (Or)
OKLAHOMA REDBUD TREE

DRAWING NAME: S:\MULTI_FAMILY\PINE-SANTA-FE-AVE\2026-6-2 Revised-Study-Plans\A-0_LANDSCAPE-PLAN.dwg LAYOUT NAME: 24x36-1 Sep 11, 2026 - 4:52pm Rocha

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SHEET SCALE= 1"=10'

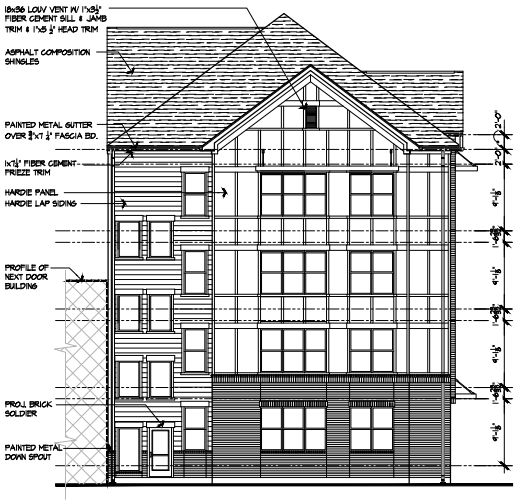
Exhibit E - Elevation Drawings



ALLEY (REAR) ELEVATION 1/8"=1'-0" (4)

2ND, 3RD & 4TH FLOORS
TOTAL WALL AREA UPPER FLOORS:
414 SQ.FT OPEN / 1,583 SQ.FT.
= 26% FENESTRATION

1ST FLOORS
TOTAL WALL AREA 1ST FLOOR:
146 SQ.FT OPEN / 424 SQ.FT.
= 34% FENESTRATION



WEST APACHE AVE. ELEVATION (2)

2ND, 3RD & 4TH FLOORS
TOTAL WALL AREA UPPER FLOORS:
414 SQ.FT OPEN / 1,583 SQ.FT.
= 26% FENESTRATION

1ST FLOORS
TOTAL WALL AREA 1ST FLOOR:
146 SQ.FT OPEN / 424 SQ.FT.
= 34% FENESTRATION



SANTA FE AVE. ELEVATION (1)

2NF, 3RD & 4TH FLOORS
TOTAL WALL AREA UPPER FLOORS:
1,088 SQ.FT OPEN / 3,252 SQ.FT.
= 32% FENESTRATION

1ST FLOORS
TOTAL WALL AREA 1ST FLOOR:
416 SQ.FT OPEN / 905 SQ.FT.
= 46% FENESTRATION

ZZ-A4-05_BLD61-ELEV1-4-22-26

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PROJECT:
201 WEST APACHE
BLACK PINE CONSTRUCTION AND DEVELOPMENT
NORMAN, OKLAHOMA

PRICING ISSUE 05-01-26

THESE DOCUMENTS ARE ISSUED FOR PRICING ONLY, NOT FOR PERMIT OR CONSTRUCTION.

PROJ. DATE : 1-20-26
PROJECT NO : BPC-2604
DRAWN BY : JWR
CHECKED BY :

SHEET
A4

PLOT 26

Item 4.

SHEET SCALE= 1/8"=1'-0"

DRAWING NAME: S:\MULTI_FAMILY\TURNE_SANTA-FE-AVE\DOCS\6-6-2 Revised-Study-Plans\ZZ-A4-05_BLD61-ELEV1-4-22-26.dwg LAYOUT NAME: 24x36+1, Sep 22, 2026 - 4:56pm JoseV
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FILED IN THE OFFICE
OF THE CITY CLERK
ON 10/1/26-KW

September 30, 2026

Norman Planning Commission,

I disagree with the request for rezoning at 201 West Apache to increase the number of bedrooms to four per unit. This increases the congestion in this area. Since parking can now be leased up to one thousand feet from the property, land owners in that range should be notified.

I disagree with the request for rezoning at 211 West Symmes for the change in the lease for parking from ~~twenty~~ years to ten years. Parking continues to be a problem in this area. How will enforcement of the leases be conducted? What will be the situation when the leases expire?

Thank you for considering this information.

(over →)

Sincerely,

Valerie Asbury
125 West Symmes Street
Norman, OK 73069

Don and Valerie Asbury
Revocable Living Trust

Valerie Asbury, trustee
Don Asbury, trustee

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/8/2026

REQUESTER: Riggins Ventures, LLC

PRESENTER: Anais Starr, Planner II

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2627-1: 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 LOTS ONE (1) AND TWO (2), IN BLOCK SEVEN (7), OF D.L. LARSH'S FIRST ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA FROM A CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT, AND PLACE THE SAME IN A CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (201 W APACHE; WARD 4)

APPLICANT/REPRESENTATIVE	Riggins Ventures, LLC/Box Law Group
LOCATION	201 W Apache St
WARD	4
CORE AREA	Yes
EXISTING ZONING	CCPUD, Center City Planned Unit Development
EXISTING LAND USE DESIGNATIONS	Urban High
CHARACTER AREA	Core Neighborhood
PROPOSED ZONING	CCPUD, Center City Planned Unit Development

PROPOSED LAND USE No Change

SUMMARY:

The applicant, Riggins Ventures, LLC, requests a new CCPUD, Center City Planned Unit Development, for 201 W Apache Street to allow development of a multi-unit residential structure.

The proposal for this site is to construct a 17,872 square-foot gross floor area (4,134 square-foot footprint), four-story, multi-unit residential building, as illustrated in Exhibit A, Site Development Plan. The CCPUD proposes eight 4-bedroom residential dwelling units on all floors – for a total of 32 bedrooms.

EXISTING CONDITIONS:

SIZE OF SITE: 0.16 acres

SURROUNDING PROPERTIES

	Subject Property	North	East	South	West
Zoning	CCPUD	CCFBC (Urban Residential)	CCFBC (Urban Residential)	CCFBC (Urban Residential)	CCFBC (Urban Residential)
Land Use	Urban High	Urban High	Urban High	Urban High	Urban High
Current Use	Vacant Lot	Single-Family Detached	Duplex	CCFBC Multi-family Structure	CCFBC Multi-family Structure

ZONING DESIGNATION
CCFBC, Center City Form-Based Code
The goal of the Norman Center City Vision Project and Plan was to reset the conversation and provide guidance for future development and redevelopment in Center City. The CCFBC is intended to implement the purpose and goals of that Plan by providing strong implementation tools for the Center City area.

The CCFBC shall be applied to new, infill development, and redevelopment within the district both in order to achieve the vision set forth for the Center City and to provide a mechanism for implementing the following specific goals, using both public and private sector investments:

- Capitalize on public investment in existing infrastructure.
- Stabilize and strengthen mixed-use commercial centers and residential neighborhoods.
- Create a pedestrian-oriented and multi-modal district.
- Promote, create, and expand housing options.

- Ensure transit-supportive and transit-serviceable development.
- Ensure a complementary relationship with surrounding neighborhoods.

The creation of transit- and pedestrian-oriented development and redevelopment is dependent on three factors: density, diversity of uses, and design. This Code places greatest emphasis on design, or physical form, because of its importance in defining neighborhood and district character. All places evolve—density and uses can be expected to change over time as the area continues to grow and mature.

LAND USE DESIGNATION
Urban High (UH)
See attached Urban High Land Use Category documents.

CHARACTER AREA DESIGNATIONS
Core Neighborhood Areas
See attached Core Neighborhood Character Area document.

NEAREST PUBLIC PARK
Centennial Park is located approximately a quarter of a mile northwest of the development site. Legacy Trail Park is located approximately a third of a mile east of the development site. Each of these parks can be accessed using available sidewalks and crosswalks along the streets.

PROCEDURAL REQUIREMENTS:

PRE-DEVELOPMENT:
This request does not require a Pre-Development meeting.

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 the AIM Norman Plan. Items in blue in these sections represent City Staff analysis.

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

FIRE DEPARTMENT

Building(s) must comply with the City of Norman Ordinances and adopted ICC codes as amended by OUBCC - including IFC Appendices B, C, and D., specifically D105 regarding required Aerial Access for structures that are 30' or greater in height. Items not addressed during predevelopment review will be required and addressed during building permitting.

BUILDING REVIEW

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

PUBLIC WORKS/ENGINEERING

The subject property is already platted.

The requested 84.83% impervious surface requires engineered solutions with an Operations and Maintenance Manual, a drainage report, and a Site Grading Plan. The applicant proposes in the CCPUD to utilize an engineered solution to mitigate the runoff associated with the additional impervious area.

TRANSPORTATION ENGINEER

The Transportation Engineer has no comments for this previously platted lot.

PLANNING

ZONING 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 City Form-Based Code.

Uses Permitted

Residential – as defined and regulated by the CCFBC

- Household Living
- Group Living
- Overnight Lodging

Four-bedrooms per dwelling unit shall be permitted by right within this CCPUD.

Area Regulations

Front Yard: (fronting Santa Fe Avenue and Apache Street)
The proposed four-story residential structure will be brought 2 feet closer to the property line than the established Required Build Line (RBL) along S Santa Fe Avenue. The applicant proposes the RBL be moved to 3' behind the property line from the current 5' RBL.

As noted, the RBL along S. Santa Fe Avenue will be 3' behind the property line. The applicant proposes a 6'5" offset for the structure from the RBL instead of the CCFBC-allowed maximum of 24" to accommodate a recessed porch area at the entryway of the structure.
The RBL along W. Apache will remain at 10 feet, the structure will meet this RBL.

Side Yard: As required by the CCFBC, the proposed structure will have a zero setback with the adjacent property to the west.

Rear Yard: The minimum depth of the rear yard setback is as shown on the site plan. The CCFBC does not have a rear setback depth.

Height Regulations

The CCFBC requires a minimum of two stories and allows a maximum of five stories in this area of the Urban Residential Building Form Standard. The CCPUD proposes a four-story multi-unit residential structure.

Landscaping and Open Space

The CCPUD states landscaping and required Open Space will be provided as indicated in Exhibit A, Site Development Plan, and Exhibit D, Landscape Plan. The CCPUD Site

Plan calls for Street Trees to be provided along S Santa Fe Avenue and W Apache Street as required under the CCFBC.

The required minimum 15% Open Space will be provided on the north, east, and south sides of the building and on the private balconies of the units, instead of behind the Parking Setback Line as required by the CCFBC.

Parking

The current CCFBC parking requirement for such a development is 32 parking spaces. Through this CCPUD, the applicant is requesting to reduce the required number of parking spaces to 28. As proposed, two parking spaces will be provided on-site with alley access, five on-street parking spaces will be installed along S Santa Fe Avenue, and 21 off-site spaces will be provided through the attached Parking Lease Agreement.

Lighting

The project shall comply with the requirements of the CCFBC under 402. General Provisions, Section N. Lighting & Mechanical.

Signage

The CCPUD states that all signage shall comply with 402. General Provisions, Section M of the CCFBC.

Fencing/Walls

The CCPUD proposes a Street Wall with a gate to be located along at the rear of the property along the RBL from the rear of the structure to the north property line as required by the CCFBC. The CCPUD further proposes the Street Wall proposed along Santa Fe Avenue provide the screening for dumpster at the rear of the structure.

Sanitation/Utilities

The applicant is providing a dumpster to service the sanitation needs of the Property. The proposed 6’4”’ Street Wall along the RBL will provide the needed screening from Santa Fe Avenue.

Exterior Materials

The applicant proposes brick veneer for the ground floor and the central tower facing Santa Fe, while the second, third, and fourth floors and the recessed porches' exterior walls will be clad in cement fiber board.

AIM NORMAN LAND USE CONSIDERATIONS

Please see the attached descriptions from the AIM Norman Land Use Plan.

Overarching General and Non-Residential Policies

The proposal is **consistent** with the Overarching General and Non-Residential Character Area policies, as the proposed new structure will have brick and cement

siding and a recessed deck along S Santa Fe Avenue. The dumpster and parking area are located off the alleyway and will be screened from S Santa Fe Avenue by the proposed Street Wall located at the rear of the property along the RBL. New 5' sidewalks and the installation of bike racks will promote alternative transportation options. The development will comply with stormwater and drainage requirements.

Core Area Neighborhood Policies

The proposal is **consistent** with Core Neighborhood Area Policies, as it proposes a higher-density infill development of a similar scale and character to other developments found in the CCFBC. This infill development will promote alternative modes of transportation with the proposed installation of five-foot sidewalks along both street frontages and bike racks in front of the structure on W Apache Street. The development promotes activation of the street space by placing the structure close to the property line while placing parking and the dumpster off the alleyway. The recessed decks proposed for residents' use on the S Santa Fe Avenue elevation will further encourage activation of the street space.

Urban High Land Use Policies

The proposal is **consistent** with the following Urban High Land Use policies:

- **Context**
- **Building Types**
- **Site Design**
- **Transportation, Circulation & Access**
- **Site Design**
- **Utility Access**

The CCPUD proposes a residential structure with eight dwelling units, meeting the density sought by the Urban High Land Use Policy.

The proposed development features a four-story building, which is an allowed height by both the CCFBC regulations and Urban High Policies. The proposed multi-story multi-unit structure is a housing type sought by the Urban High Land Use designation. The proposed four-story structure with brick and cement fiberboard and recessed porch is similar in height and design to other structures found in the Center City District.

The proposed development is located half a mile north of the University of Oklahoma's South Oval and a third of a mile south of Main Street in the central business district. Additionally, two Embark Transit stops are located along Webster Avenue between W Symmes Street and W Apache Street, approximately two blocks from the Property. Due to its location and available network of sidewalks and transit, the proposed development has the opportunity for a pedestrian-only mode of transportation. The proposed development meets the transportation and access goal of the Urban High Land Use designation, which seeks a reduction in parking while pedestrian transportation is encouraged.

Five-foot sidewalks are proposed along W Apache Street and S Santa Fe Avenue, and this development request will connect to the existing sidewalk system in the Center City,

allowing residents pedestrian access to the University of Oklahoma and the central business district.

The CCFBC allows a maximum of 65% impervious coverage unless Low Impact Development engineered solutions are proposed to mitigate the effects of the additional impervious surface coverage. The CCPUD proposes 84.83% impervious coverage and an engineered solution to mitigate additional impervious surface coverage for the site, thereby meeting the stormwater policies of the Urban High Land Use designation.

The development will access the full range of existing utilities available at the site, as called for in the Urban High Land Use 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

The proposed development meets requirements for City streets and provides access for solid waste services. A dumpster is provided on site at the rear of the property as shown on the CCPUD Site Plan and will be adequate for servicing the multi-unit residential structure. The proposed Street Wall on the RBL along S Santa Fe Avenue will provide the screening for the dumpster instead of an enclosure.

WATER/WASTEWATER AVAILABILITY

Water Availability

Adequate capacity within the water system exists to serve the proposed development.

Wastewater 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) are to be reused, they must have materials identified.

DISCUSSION:

The proposed development aligns with many of the AIM Norman Land Use and Character Area objectives. This proposal will provide a sought-after multi-unit dwelling structure near the University of Oklahoma Campus.

The CCPUD Narrative proposes variances to the CCFBC to allow the development of this four-story, multi-unit structure. This CCPUD seeks relief from the required minimum 32 parking spaces and location requirements for Open Space and Landscaping.

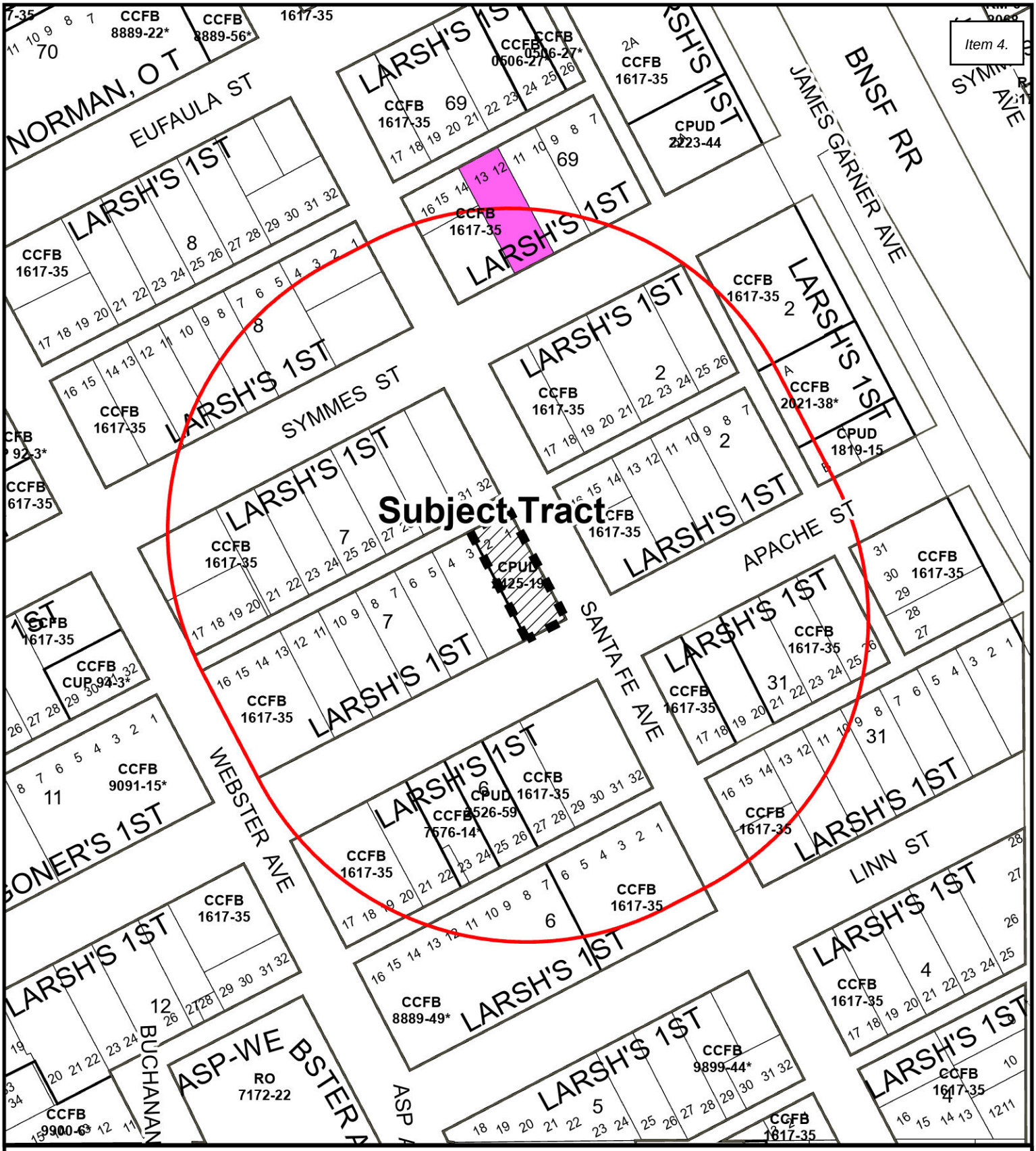
However, the proposed structure will retain several essential CCFBC design elements seen along W Apache Street and S Santa Fe Avenue, including building to the Required Build Line, articulated brick and cement board façades, recessed porch for street activation, and a Street Wall along the RBL to screen the parking and dumpster.

CONCLUSION:

Staff forwards this request for zoning to CCPUD, Center City Form-Based Code Planned Unit Development, and Ordinance O-2627-1 to the Planning Commission for consideration and recommendation to City Council.

ATTACHMENT(S):

201 W Apache St AIM Supporting Documents



Protest Map

1.0% 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.

N W E S

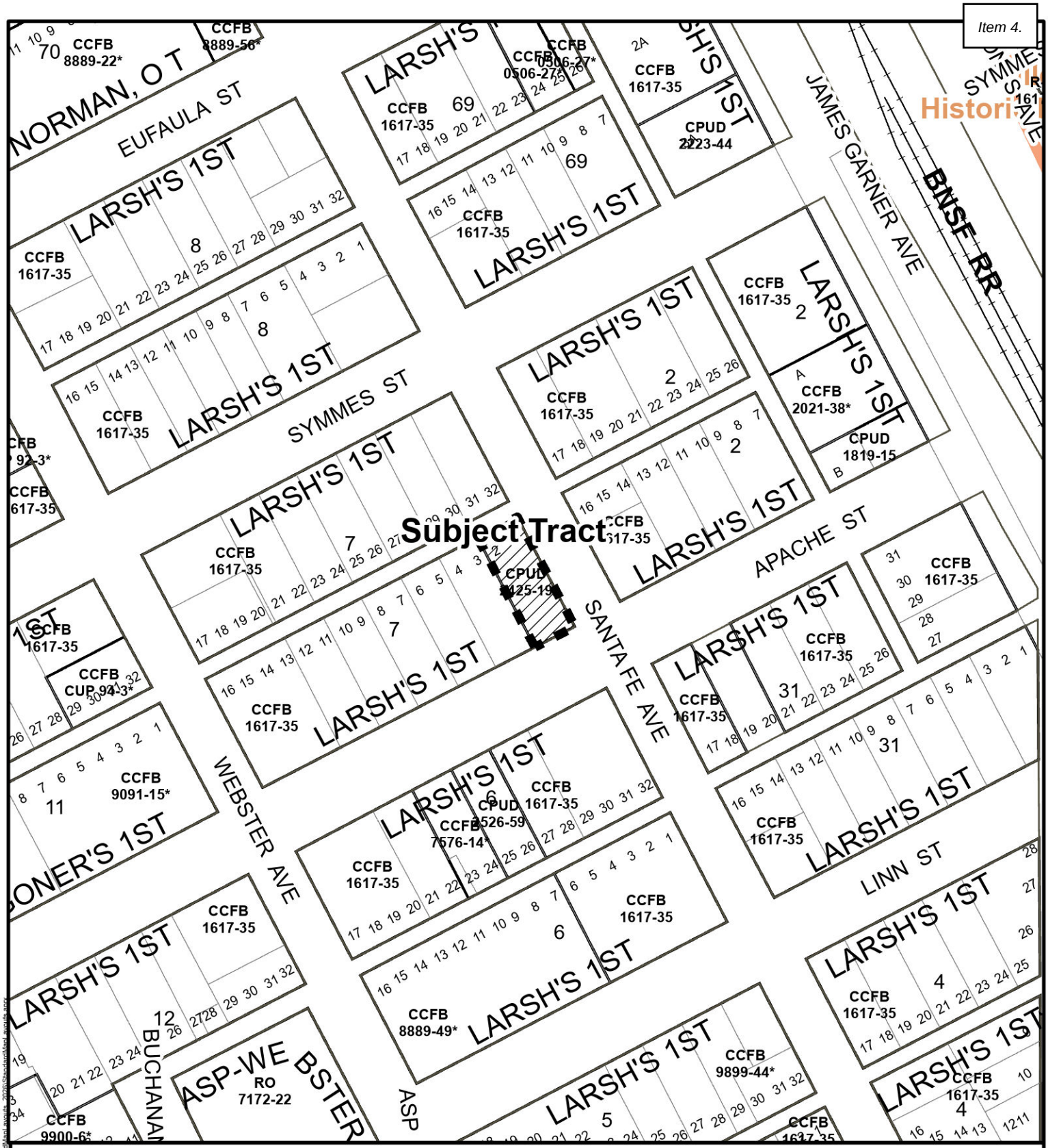
0 75 150 Feet

October 5, 2026

Subject Tract

Notification Area

Protest



Location Map

Subject Tract

August 5, 2026

0 75 150 Ft.

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.

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201 W Apache

5. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2627-1: 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 LOTS ONE (1) AND TWO (2), IN BLOCK SEVEN (7), OF D.L. LARSH'S FIRST ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA FROM A CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT, AND PLACE THE SAME IN A CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (201 W APACHE; WARD 4)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Supporting AIM Documents
3. Location Map
4. Narrative
5. Site Plan
6. Parking Agreement
7. Landscape Plan
8. Elevation Drawings
9. Protest Map & Letter

Staff Presentation

Anais Starr, Planner II, presented the staff report for the 201 W Apache project.

Commissioner McDaniel asked whether the road was subject to special fire regulations. Ms. Starr confirmed it was and stated the Fire Department had reviewed and approved the application.

Applicant Presentation

Kaitlyn Turner, the applicant's representative, presented the 201 W Apache project.

Ms. Turner presented a floor amendment to the CCPUD narrative specifying 28 off-site, two on-site, and five on-street parking spaces, for a total of 35 spaces.

Commissioner McDaniel asked about the lease term for the parking spaces. Ms. Turner confirmed it was 10 years.

Public Comment

There were no public comments.

Commission Discussion

There was no further commission discussion.

Motion to approve made by Commissioner Kindel, Seconded by Commissioner McKown.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Secretary Parker, Commissioner McDaniel, Commissioner Griffith, Commissioner Kindel

Planning Commission recommended approval of O-2627-1.

File Attachments for Item:

5. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2627-10 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSURE OF SPECIFIC FIFTEEN-FOOT (15') WIDTH UTILITY EASEMENT LOCATED WITHIN LOT 1, BLOCK 1, VICKSBURG VILLAGE, A REPLAT OF LOT 11, BLOCK 3, JAMESTOWN ESTATES NO. 3 ADDITION. (LOCATED AT 200 VICKSBURG DRIVE (WARD 8).

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 11-10-26

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Scott Sturtz, Director of Public Works

TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2627-10 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSURE OF SPECIFIC FIFTEEN-FOOT (15') WIDTH UTILITY EASEMENT LOCATED WITHIN LOT 1, BLOCK 1, VICKSBURG VILLAGE, A REPLAT OF LOT 11, BLOCK 3, JAMESTOWN ESTATES NO. 3 ADDITION. (LOCATED AT 200 VICKSBURG DRIVE (WARD 8).

BACKGROUND:

This is a request for closing certain/specific 15' width easement located in Lot 1, Block 1, Vicksburg Village, a Replat of Lot 11, Block 3, Jamestown Estates No. 3 Addition. The final plat was filed of record with the Cleveland County Clerk on April 7, 1982.

DISCUSSION:

The attorney for the applicant has submitted a request to close and potentially vacate a specific described fifteen-foot (15') utility easement located within the lot. There are no City of Norman utilities located within the easement

Staff did receive an objection from Spectrum (Cox Communication).

Planning Commission, at its meeting of October 8, 2026, recommended adoption by a vote of 7-0.

RECOMMENDATION:

Staff supports the request to close a specific described 15' utility easement located within Lot, Block 1, of Vicksburg Village based on the fact the public utility companies will have the opportunity to object when the request goes to District Court for vacation.

O-2627-10

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A SPECIFIC FIFTEEN-FOOT (15') WIDTH UTILITY EASEMENT LOCATED WITHIN LOT 1, BLOCK 1, VICKSBURG VILLAGE, A REPLAT OF LOT 11, BLOCK 3, JAMESTOWN ESTATES NO. 3 ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That, pursuant to Resolution Number R-8182-66, the owner of the subject property, Vicksburg Affordable, LP, through its legal counsel Kaitlyn Turner, has petitioned the City to close a specific fifteen-foot (15') width utility easement located within Lot 1, Block 1, Vicksburg Village, a replat of Lot 11, Block 3, Jamestown Estates No. 3 Addition; and,

§ 2. That, also pursuant to Resolution Number R-8182-66, the proper notice has been given, and the maps, memorandums and other items required by said Resolution have been presented to this Council; and

§ 3. That, also pursuant to Resolution Number R-8182-66, a public hearing has been held by the Planning Commission on October 8, 2026, regarding said closing; and

§ 4. That, a specific fifteen-foot (15') width utility easement located within Lot 1, Block 1, Vicksburg Village, a replat of Lot 11, Block 3, Jamestown Estates No. 3 Addition, Norman, Cleveland County, Oklahoma, is hereby closed, notwithstanding Charter Communications, Inc. d/b/a Spectrum, f/k/a Cox Communications, Inc.'s reservations and objections.

§ 5. 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.

_____
Stephen T. Holman, Mayor

ATTEST:

_____
Jamie Meyer, City Clerk

NOT ADOPTED this _____ day of _____, 2026.

_____
Stephen T. Holman, Mayor

GOLDEN LAND SURVEYING

Project No. 232126D_15-Easement Vacation Legal Description

A Fifteen (15) feet in width platted utility easement lying in Lot One (1), Block One (1) of VICKSBURG VILLAGE, an Addition to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof, recorded in Book 13, Page 44 of Cleveland County Plat Records, being more particularly described as follows:

COMMENCING at the Northeast corner of said Lot 1 in Block 1 of VICKSBURG VILLAGE; Thence N89°49'27"W along the North line of said Lot 1 a distance of 30.00 feet to the POINT OF BEGINNING;

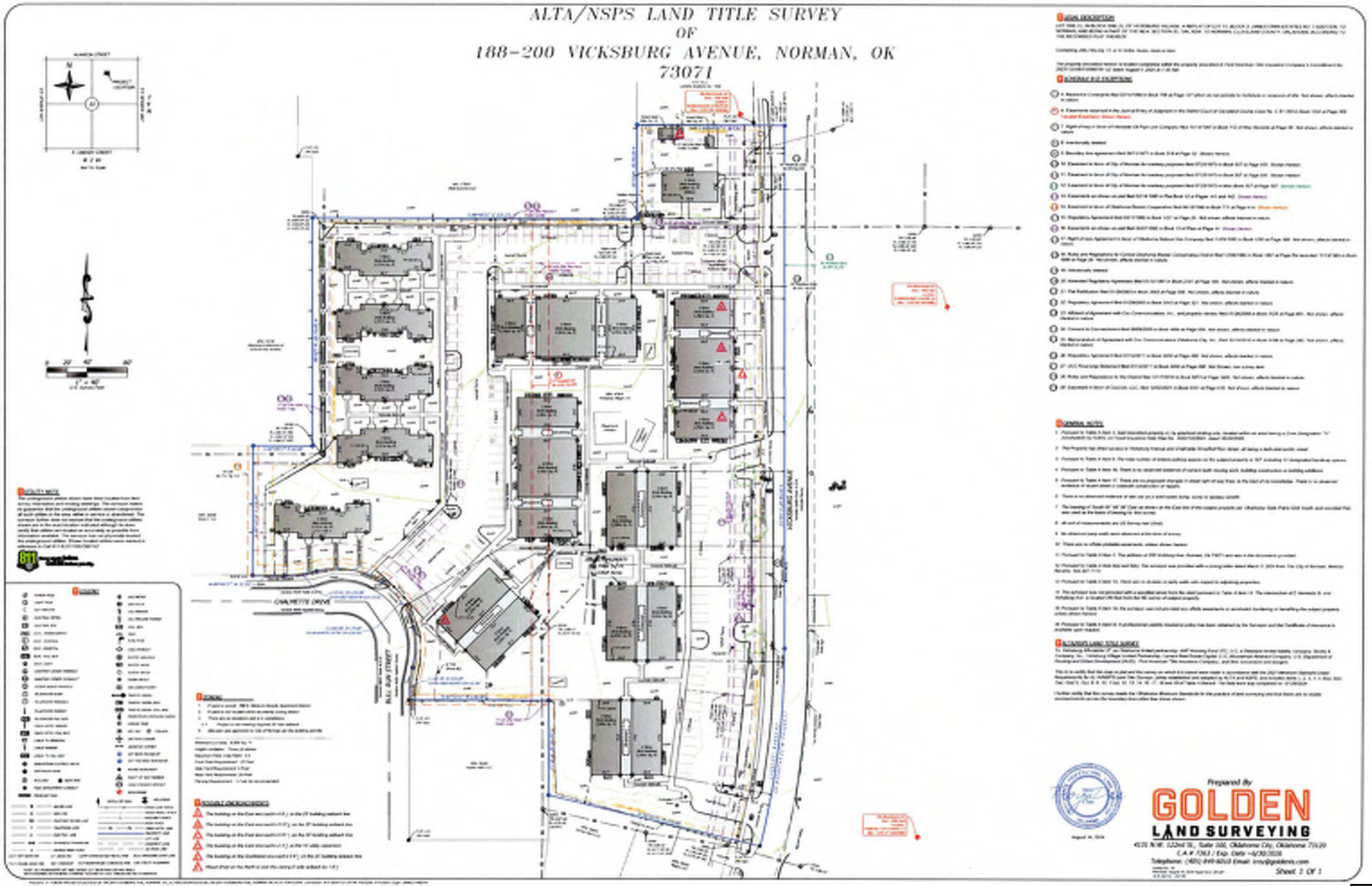
Thence S00°06'38"E and parallel with the East line of said Lot 1 a distance of 15.00 feet;
Thence N89°49'27"W and parallel with the North line of said Lot 1 a distance of 102.70 feet;
Thence S00°06'38"E and parallel with the West line of said Lot 1 a distance of 80.00 feet to a point on the North line of a 10-foot-wide platted utility easement also being the Northeast corner of a 17-foot-wide platted utility easement in said Lot 1;
Thence S89°49'27"W along the North line of said 10-foot-wide and 17-foot-wide platted utility easements a distance of 15.00 feet to an ell corner on the West line of said Lot 1;
Thence N00°06'38"W along the West line of said Lot 1 a distance of 95.00 feet to the most Northerly Northwest corner of said Lot 1;
Thence S89°49'27"E along the North line of said Lot 1 a distance of 117.70 feet to the POINT OF BEGINNING.

Containing 2,965.49+ Sq. Ft. or 0.068+ Acres, more or less.

Legal Description prepared on July 29, 2026 by Troy Dee, Registered Professional Land Surveyor No. 1745.

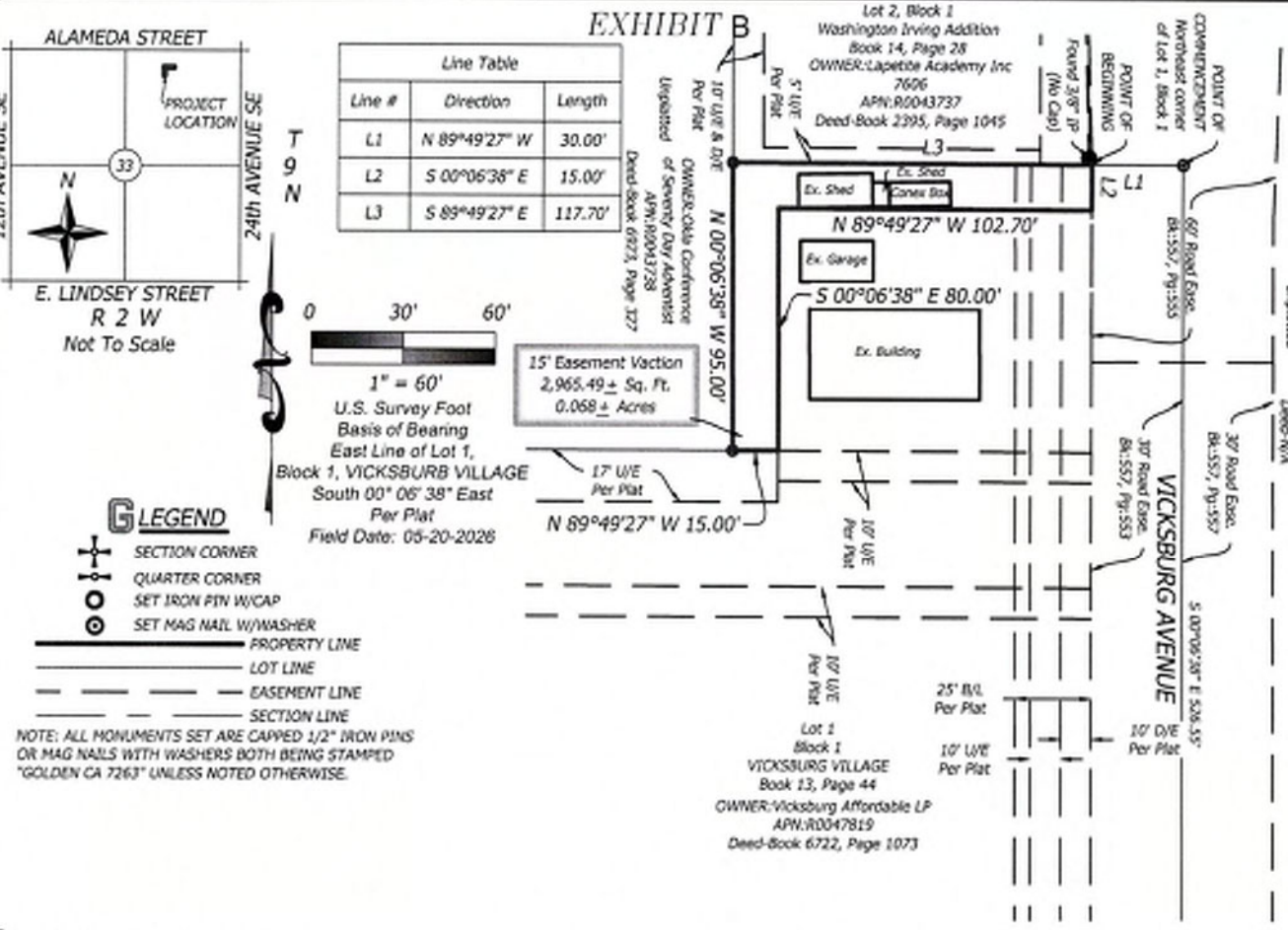
Troy Dee R.P.L.S. No. 1745
Golden Land Surveying
4131 NW 122nd St, Suite 100
Oklahoma City, Ok 73120
troy@goldenls.com
C.A. No. 7263

ALTA/NSPS LAND TITLE SURVEY
OF
188-200 VICKSBURG AVENUE, NORMAN, OK 73071



Prepared By
GOLDEN
LAND SURVEYING
4125 N.W. 122nd St., Suite 102, Oklahoma City, Oklahoma 73120
C.A.# 7363 / Exp. Date: 06/30/2026
Telephone: (405) 849-8203 Email: troy@goldenls.com
Sheet 1 OF 1

EXHIBIT B



LEGAL DESCRIPTION

A Fifteen (15) feet in width platted utility easement lying in Lot One (1), Block One (1) of VICKSBURG VILLAGE, an Addition to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof, recorded in Book 13, Page 44 of Cleveland County Plat Records, being more particularly described as follows:

COMMENCING at the Northeast corner of said Lot 1 in Block 1 of VICKSBURG VILLAGE; Thence N89°49'27"W along the North line of said Lot 1 a distance of 30.00 feet to the POINT OF BEGINNING;

Thence S00°06'38"E and parallel with the East line of said Lot 1 a distance of 15.00 feet;

Thence N89°49'27"W and parallel with the North line of said Lot 1 a distance of 102.70 feet;

Thence S00°06'38"E and parallel with the West line of said Lot 1 a distance of 80.00 feet to a point on the North line of a 10-foot-wide platted utility easement also being the Northeast corner of a 17-foot-wide platted utility easement in said Lot 1;

Thence S89°49'27"W along the North line of said 10-foot-wide and 17-foot-wide platted utility easements a distance of 15.00 feet to an ell corner on the West line of said Lot 1;

Thence N00°06'38"W along the West line of said Lot 1 a distance of 95.00 feet to the most Northerly Northwest corner of said Lot 1;

Thence S89°49'27"E along the North line of said Lot 1 a distance of 117.70 feet to the POINT OF BEGINNING.

Containing 2,965.49± Sq. Ft. or 0.068± Acres, more or less.

Legal Description prepared on July 29, 2026 by Troy Dee, Registered Professional Land Surveyor No. 1745.

I, Troy Dee, herewith state that the above plat is a true and correct representation of a survey made on the ground, under my supervision Witness my signature and surveyors seal this 29th day of July, 2026.

REGISTERED PROFESSIONAL LAND SURVEYOR
TROY DEE 1745
OKLAHOMA

Troy Dee

Troy Dee, PLS #1745
July 29, 2026

Prepared By
GOLDEN LAND SURVEYING
4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120
C.A.# 7263 / Exp. Date =6/30/2028
Telephone: (405) 849-6010 Email: troy@goldenls.com

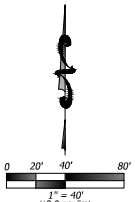
Drafted by: SF GLS Job No.: 252126D
Plot Date: July 29, 2026

Sheet 1 Of 1

Filename: O:\JOBS\# PROJECTS 2023\23126 188-200 VICKSBURG AVE_NORMAN, OK_ALTA\PLUS\DWG\252126D_(EXHIBITS) VICKSBURG AVE, NORMAN, OK.DWG;
Last Saved: 7/29/2026 10:55:20 AM; Plot Date: 7/29/2026; Login: James Phelps

ALTA/NSPS LAND TITLE SURVEY
OF
188-200 VICKSBURG AVENUE, NORMAN, OK 73071





UTILITY NOTE

The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes no guarantee that the underground utilities shown comprominse all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that utilities are located as accurately as possible from information available. The surveyor has not physically located the underground utilities. Shown located utilities were marked in reference to Call 811 #231100756012

LEGEND

POWER POLE	GAS METER
LIGHT POLE	GAS VALVE
GUY ANCHOR	GAS MARKER
ELECTRIC METER	GAS PETROLEUM MARKER
ELECTRIC BOX	MAIL BOX
ELEC. TRANSFORMER	SIGN
ELEC. MANHOLE	FLAG POLE
ELEC. PEDESTAL	FIRE HYDRANT
ELEC. PULL BOX	WATER MANHOLE
GREY LIGHT	WATER VALVE
SANITARY SEWER MANHOLE	WATER METER
SANITARY SEWER CLEANOUT	WATER SPROUT
STORM SEWER MANHOLE	AIR CONDITIONER
TELEPHONE RISER	TRAFFIC SIGNAL
TELEPHONE MANHOLE	TRAFFIC SIGNAL BOX
TELEPHONE MARKER	TRAFFIC SIGNAL PULL BOX
TELEPHONE PULL BOX	PEDESTRIAN CROSSING SIGNAL
FIBER OPTIC MARKER	CROSS WALK
FIBER OPTIC PULL BOX	UTILITY POLE / GUY POLE
CABLE TV PEDESTAL	ELECTRIC SERVICE
CABLE MARKER	QUARTER CORNER
CABLE TV PULL BOX	SET IRON PIN W/CAP
IRRIGATION CONTROL VALVE	SET MAG NAIL W/WASHER
SPRINKLER HEAD	FOUND MONUMENT
BOLLARD / MAST POLE	POINT OF BEGINNING MARKER
FOUNDATION CORNER	YARD HYDRANT/SPRIGOT
PROPANE TANK	BENCHMARK
SATELLITE DISH	WELLHEAD
W WATER LINE	CHAIN LINK FENCE
G GAS LINE	WOOD PANEL FENCE
SS SANITARY SEWER LINE	WROUGHT IRON FENCE
T TELEPHONE LINE	FO FO FIBER OPTIC LINE
E ELECTRIC LINE	PROPERTY LINE
OHE OVERHEAD WIRE LINE	LOT LINE
X BARBED WIRE FENCE	EASEMENT LINE
	SECTION LINE
S.I.P. SET IRON PIN	CONCRETE MONUMENT
F.I.P. FOUND IRON PIN	CORRUGATED METAL PIPE
H.C.M. HANDICAP	REINFORCED CONCRETE PIPE
	BUILDING LINE
	UTILITY EASEMENT

NOTE: ALL MONUMENTS SET ARE CAPPED 1/2" IRON ROD OR NAIL WITH WASHER WITH MARKING BEING STAMPED "GOLDEN OK 7263" UNLESS NOTED OTHERWISE

ZONING

1. Property is zoned: RM-6, Medium Density Apartment District.
2. Property is not located within an overlay zoning district.
3. There are no violations and is in compliance.
3.1 Property is not meeting required 20' rear setback.
4. Site plan was approved by City of Norman per the building permits.

Minimum Lot Area: 8,000 Sq. Ft.
Height Limitation: Three (3) stories
Maximum Floor Area Ratio: 0.4
Front Yard Requirement: 25 Feet
Side Yard Requirement: 5 Feet
Rear Yard Requirement: 20 Feet
Parking Requirement: 1.2 per du, recommended.

POSSIBLE ENCROACHMENTS

1. The building on the East encroach's 4.8'± on the 25' building setback line.
2. The building on the East encroach's 5.03'± on the 25' building setback line.
3. The building on the East encroach's 4.91'± on the 25' building setback line.
4. The building on the East encroach's 2.3'± on the 10' utility easement.
5. The building on the Southwest encroach's 0.1'± on the 25' building setback line
6. Wood Shed on the North is over the coning 5' side setback by 1.8'±

LEGAL DESCRIPTION

LOT ONE (1), IN BLOCK ONE (1), OF VICKSBURG VILLAGE, A REPLAT OF LOT 11, BLOCK 3, JAMESTOWN ESTATES NO. 3 ADDITION, TO NORMAN, AND BEING A PART OF THE NE¼, SECTION 33, T9N, R2W, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

Containing 286,748± Sq. Ft. or 6.1236± Acres, more or less.

The property described hereon is located completely within the property described in First American Title Insurance Company's Commitment No 2023113-6687100692181-2 dated August 9, 2024 at 7:30 AM.

SCHEDULE B-II EXCEPTIONS

5. Restrictive Covenants filed 02/14/1980 in Book 706 at Page 127 which do not provide for forfeiture or reversion of title. Not shown, affects blanket in nature.
6. Easements reserved in the Journal Entry of Judgment in the District Court of Cleveland County Case No. C-81-203 in Book 1737 at Page 288. Vacated Easement, Shown Hereon.
7. Right-of-way in favor of Interstate Oil Pipe Line Company filed 10/14/1947 in Book 112 of Misc Records at Page 88. Not shown, affects blanket in nature.
8. Intentionally deleted.
9. Boundary line agreement filed 08/11/1971 in Book 519 at Page 32. Shown Hereon.
10. Easement in favor of City of Norman for roadway purposes filed 07/25/1973 in Book 557 at Page 553. Shown Hereon.
11. Easement in favor of City of Norman for roadway purposes filed 07/25/1973 in Book 557 at Page 555. Shown Hereon.
12. Easement in favor of City of Norman for roadway purposes filed 07/25/1973 in Misc Book 557 at Page 557. Shown Hereon.
13. Easements as shown on plat filed 03/14/1980 in Plat Book 13 at Pages 141 and 142. Shown Hereon.
14. Easement in favor of Oklahoma Electric Cooperative filed 04/15/1980 in Book 711 at Page 414. Shown Hereon.
15. Regulatory Agreement filed 03/11/1982 in Book 1221 at Page 28. Not shown, affects blanket in nature.
16. Easements as shown on plat filed 04/07/1982 in Book 13 of Plats at Page 44. Shown Hereon.
17. Right-of-way Agreement in favor of Oklahoma Natural Gas Company filed 11/09/1982 in Book 1263 at Page 368. Not shown, affects blanket in nature.
18. Rules and Regulations for Central Oklahoma Master Conservancy District filed 12/06/1985 in Book 1897 at Page 86 Re-recorded 12/13/1985 in Book 1899 at Page 80. Not shown, affects blanket in nature.
19. Intentionally deleted.
20. Amended Regulatory Agreement filed 01/10/1997 in Book 2797 at Page 185. Not shown, affects blanket in nature.
21. Plat Ratification Filed 01/29/2003 in Book 3543 at Page 308. Not shown, affects blanket in nature.
22. Regulatory Agreement filed 01/29/2003 in Book 3543 at Page 321. Not shown, affects blanket in nature.
23. Affidavit of Agreement with Cox Communications, Inc., and property owners filed 01/26/2006 in Book 4125 at Page 861. Not shown, affects blanket in nature.
24. Consent to Encroachment filed 09/09/2009 in Book 4664 at Page 554. Not shown, affects blanket in nature.
25. Memorandum of Agreement with Cox Communications Oklahoma City, Inc., filed 10/15/2010 in Book 4798 at Page 380. Not shown, affects blanket in nature.
26. Regulatory Agreement filed 01/12/2011 in Book 4830 at Page 488. Not shown, affects blanket in nature.
27. UCC Financing Statement filed 01/12/2011 in Book 4830 at Page 498. Not Shown, non survey item.
28. Rules and Regulations for the District filed 12/17/2018 in Book 6873 at Page 1489. Not shown, affects blanket in nature.
29. Easement in favor of Co-Com, LLC, filed 12/07/2021 in Book 6331 at Page 619. Not shown, affects blanket in nature.

GENERAL NOTES

1. Pursuant to Table A Item 3, Said described property in, by graphical plotting only, located within an area having a Zone Designation "X" (unshaded) by FEMA, on Flood Insurance Rate Map No. 40027C0285H, dated 09/26/2008.
2. The Property has direct access to Vicksburg Avenue and Chalmette Drive/Bull Run Street, all being a dedicated public street.
3. Pursuant to Table A Item 9, The total number of striped parking spaces on the subject property is 167, including 12 designated handicap spaces.
4. Pursuant to Table A Item 16, There is no observed evidence of current earth moving work, building construction or building additions.
5. Pursuant to Table A Item 17, There are no proposed changes in street right of way lines, to the best of my knowledge. There is no observed evidence of recent street or sidewalk construction or repairs.
6. There is no observed evidence of site use as a solid waste dump, sump or sanitary landfill.
7. The bearing of South 00° 06' 38" East as shown on the East line of the subject property per Oklahoma State Plane Grid South and recorded Plat, was used as the basis of bearing for this survey.
8. All unit of measurements are US Survey feet (Grid).
9. No observed party walls were observed at the time of survey.
10. There are no offsite plottable easements, unless shown hereon.
11. Pursuant to Table A Item 2, The address of 200 Vicksburg Ave, Norman, Ok 73071 and was in the documents provided.
12. Pursuant to Table A Item 6(a) and 6(b), The surveyor was provided with a zoning letter dated March 3, 2024 from The City of Norman, Melissa Navarro, 405-307-7112.
13. Pursuant to Table A Item 10, There are no division or party walls with respect to adjoining properties.
14. The surveyor was not provided with a specified areas from the client pursuant to Table A Item 14, The intersection of E Alameda St, and Vicksburg Ave. is located 340 feet from the NE corner of subject property.
15. Pursuant to Table A Item 18, the surveyor was not provided any offsite easements or servitudes burdening or benefiting the subject property unless shown hereon.
16. Pursuant to Table A Item19, A professional Liability Insurance policy has been obtained by the Surveyor and the Certificate of Insurance is available upon request.

ALTA/NSPS LAND TITLE SURVEY

To Vicksburg Affordable LP, an Oklahoma limited partnership; AHP Housing Fund 372, LLC, a Delaware limited liability company; Boeky & Company, Inc., Vicksburg Village Limited Partnership; Lumani Real Estate Capital, LLC, Musselman Abstract Company, U.S. Department of Housing and Urban Development (HUD), First American Title Insurance Company, and their successors and assigns:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 8, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10, 11(a), 13, 14, 16, 17, 18 and 19 of Table A thereof. The field work was completed on 07/29/2024.

I further certify that this survey meets the Oklahoma Minimum Standards for the practice of land surveying and that there are no visible encroachments across the boundary lines other than those shown.

August 14, 2024

Prepared By
GOLDEN LAND SURVEYING
4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120
C.A.# 7263 / Exp. Date =6/30/2026
Telephone: (405) 849-6010 Email: troy@goldenls.com

Drafted By: SR
Plot Date: August 14, 2024 Paper Size: 24"x36"
GLS Job No. 2021016

Sheet 1 Of 1

Landon Gum

From: Landon Gum
Sent: Friday, August 28, 2026 8:55 AM
To: 'Bailey, Tim'
Subject: RE: Request to Close & Vacate a Portion of a Utility Easement - 200 Vicksburg Ave.

Understood. Thanks Tim.

Landon Gum
Subdivision Development Coordinator
Public Works/Engineering Department
City of Norman
225 North Webster Avenue
Norman, OK 73069
405-366-5457 (Office)
405-366-5418 (Fax)
landon.gum@normanok.gov

This email and any files transmitted with it are intended solely for the use of the individual or entity to which they are addressed. If you have received this email in error please notify the sender.

From: Bailey, Tim <BAILEYTJ@oge.com>
Sent: Thursday, August 27, 2026 9:31 AM
To: Landon Gum <Landon.Gum@NormanOK.gov>
Subject: RE: Request to Close & Vacate a Portion of a Utility Easement - 200 Vicksburg Ave.

This Message Is From an External Sender
This message came from outside your organization.
Report Suspicious

Landon;

I have been told by our attorney that OG&E will respond to this request in District Court only.

Timothy J. Bailey
Right-Of-Way Agent

From: Landon Gum <Landon.Gum@NormanOK.gov>
Sent: Thursday, August 27, 2026 8:37 AM
To: 'Wes White' <wwhite@okcoop.org>; 'LATHROP, SIMON P' <sl4915@att.com>; 'drew.nixon@onegas.com' <drew.nixon@onegas.com>; Bailey, Tim <BAILEYTJ@oge.com>; Konica <konica@oge.com>; 'okcrow@cox.com' <okcrow@cox.com>; 'aaron.tinkham@cox.com' <aaron.tinkham@cox.com>
Subject: RE: Request to Close & Vacate a Portion of a Utility Easement - 200 Vicksburg Ave.

EXTERNAL EMAIL - Use caution with links and attachments - **REPORT ANYTHING SUSPICIOUS** with the **REPORT BUTTON** in the toolbar or to SuspiciousEmail@oge.com

Again...with a reduced file size.

Landon Gum
Subdivision Development Coordinator
Public Works/Engineering Department
City of Norman
225 North Webster Avenue
Norman, OK 73069
405-366-5457 (Office)
405-366-5418 (Fax)
landon.gum@normanok.gov

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Subject: Request to Close & Vacate a Portion of a Utility Easement - 200 Vicksburg Ave.

Morning All,

See the attached request to close and vacate portion of a front 15' U/E for your review and comment. Please forward if you are not the appropriate contact AND be sure to let me know.

Thanks!

Landon Gum
Subdivision Development Coordinator
Public Works/Engineering Department
City of Norman
225 North Webster Avenue

Landon Gum

From: Tinkham, Aaron <Aaron.Tinkham@spectrum.com>
Sent: Friday, August 28, 2026 1:02 PM
To: Landon Gum
Subject: RE: [EXTERNAL] RE: Request to Close & Vacate a Portion of a Utility Easement - 200 Vicksburg Ave.
Attachments: 200 Vickburg Objection vacate .pdf

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Landon,

Thank you! We have underground lines highlighted in yellow on attached map that we are objecting to vacate at that location. Please let us know if you need anything else from us on this one.

Spectrum

Aaron Tinkham | Sr Land Use Agent | O: 405-417-1991 M: 405-417-1991
2330 NW 10th St Oklahoma City, OK 73107
Aaron.Tinkham@spectrum.com
OKCROW@Cox.com

From: Landon Gum <Landon.Gum@NormanOK.gov>
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Subject: [EXTERNAL] RE: Request to Close & Vacate a Portion of a Utility Easement - 200 Vicksburg Ave.

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Landon Gum

From: Landon Gum
Sent: Tuesday, September 8, 2026 8:58 AM
To: 'Wes White'
Cc: Ken Danner
Subject: RE: Request to Close & Vacate a Portion of a Utility Easement - 200 Vicksburg Ave.

Got it Wes. Thanks!

Landon Gum
Subdivision Development Coordinator
Public Works/Engineering Department
City of Norman
225 North Webster Avenue
Norman, OK 73069
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landon.gum@normanok.gov

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From: Wes White <wwhite@okcoop.org>
Sent: Thursday, September 3, 2026 8:55 AM
To: Landon Gum <Landon.Gum@NormanOK.gov>
Subject: RE: [External]RE: Request to Close & Vacate a Portion of a Utility Easement - 200 Vicksburg Ave.

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Oklahoma Electric Cooperative has no objection to the closure and vacation of a portion of a utility easement at 200 Vicksburg Ave. OEC has an underground service to the building, but it should not affect this closure.

Thanks,
Wes

Wes White
Manager of Field Design
Oklahoma Electric
Cooperative

o: (405) 217-6617
wwhite@okcoop.org
www.okcoop.org
2520 Hemphill Dr | PO Box 1208
Norman, OK 73070

OEC OKLAHOMA ELECTRIC COOPERATIVE

From: Landon Gum <Landon.Gum@NormanOK.gov>
Sent: Thursday, August 27, 2026 8:37 AM
To: Wes White <wwhite@okcoop.org>; 'LATHROP, SIMON P' <sl4915@att.com>; 'drew.nixon@onegas.com' <drew.nixon@onegas.com>; 'baileytj@oge.com' <baileytj@oge.com>; 'konica@oge.com' <konica@oge.com>; 'okcrow@cox.com' <okcrow@cox.com>; 'aaron.tinkham@cox.com' <aaron.tinkham@cox.com>
Subject: [External]RE: Request to Close & Vacate a Portion of a Utility Easement - 200 Vicksburg Ave.

[EXTERNAL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

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Subdivision Development Coordinator
Public Works/Engineering Department
City of Norman
225 North Webster Avenue
Norman, OK 73069
405-366-5457 (Office)

Landon Gum

From: Landon Gum
Sent: Tuesday, September 8, 2026 9:32 AM
To: 'LATHROP, SIMON P'
Cc: Ken Danner
Subject: RE: Request to Close & Vacate a Portion of a Utility Easement - 200 Vicksburg Ave.

Thank you Simon.

Landon Gum
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Public Works/Engineering Department
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225 North Webster Avenue
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landon.gum@normanok.gov

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From: LATHROP, SIMON P <sl4915@att.com>
Sent: Thursday, September 3, 2026 11:26 AM
To: Landon Gum <Landon.Gum@NormanOK.gov>; 'drew.nixon@onegas.com' <drew.nixon@onegas.com>
Cc: Ken Danner <Ken.Danner@NormanOK.gov>
Subject: RE: Request to Close & Vacate a Portion of a Utility Easement - 200 Vicksburg Ave.

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No objections.

Simon Lathrop
Mgr. OSP Planning & Engineering Design
AT&T OKLAHOMA
405-291-2020 Office
405-338-5406 Cell
sl4915@att.com

From: Landon Gum <Landon.Gum@NormanOK.gov>
Sent: Wednesday, September 2, 2026 2:55 PM
To: LATHROP, SIMON P <sl4915@att.com>; 'drew.nixon@onegas.com' <drew.nixon@onegas.com>
Cc: Ken Danner <Ken.Danner@NormanOK.gov>
Subject: RE: Request to Close & Vacate a Portion of a Utility Easement - 200 Vicksburg Ave.
Importance: High

Simon & Drew,

Do you have an objection to closing and vacating the below easement?

Thanks!

Landon Gum
Subdivision Development Coordinator
Public Works/Engineering Department
City of Norman
225 North Webster Avenue
Norman, OK 73069
405-366-5457 (Office)
405-366-5418 (Fax)
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CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/8/2026

REQUESTER: Vicksburg Affordable LP

PRESENTER: Ken Danner, Subdivision Development Manager

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF O-2627-10: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING AND VACATING A FIFTEEN (15) FEET IN WIDTH PLATTED UTILITY EASEMENT LYING IN LOT ONE (1), BLOCK ONE (1) OF VICKSBURG VILLAGE, AN ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (200 VICKSBURG AVE; WARD 1)

GENERAL INFORMATION

APPLICANT	Vicksburg Affordable LP Attorneys: Box Law Group.
REQUESTED ACTION	Closure of a platted fifteen-foot (15') utility easement within Lot 1, Block 1, Vicksburg Village, a Replat of Lot 11, Block 3, Jamestown Estates No. 3 Addition. 200 Vicksburg.

BACKGROUND: The attorney for the applicant has requested closing and future vacating a platted fifteen-foot (15') utility easement located within Lot 1, Block 1, Vicksburg Village Addition. Vicksburg Village a Replat of Lot 11, Block 3, Jamestown Estates No. 3 Addition was filed of record with the Cleveland County Clerk on April 7, 1982.

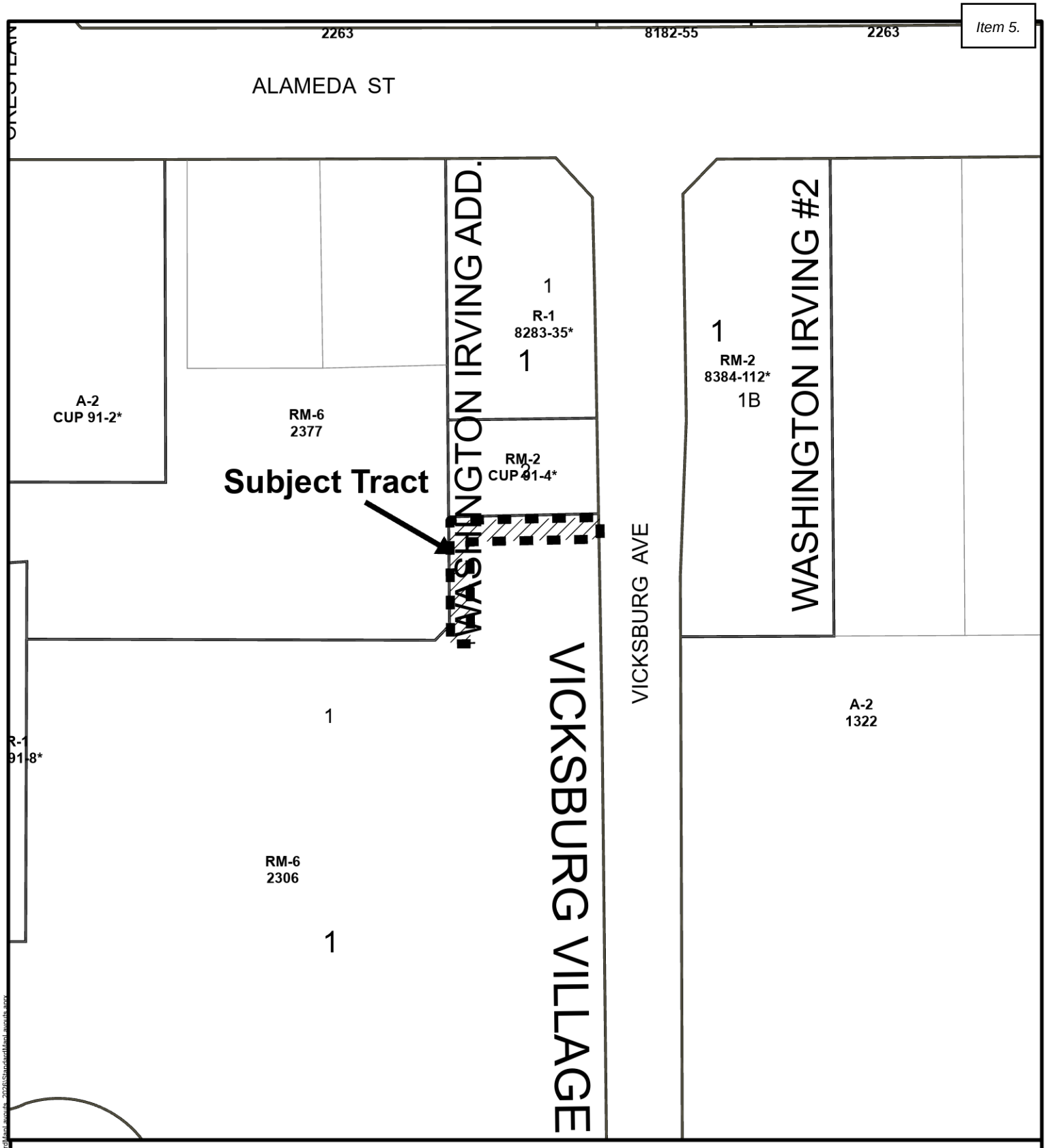
DISCUSSION: With the closure and potential vacation of the utility easement, any existing structures would be clear of any encroachments.

Staff received an objection from Spectrum (Cox) Communication. Utility company's responses are attached. The City of Norman does not have any utilities within the easement.

RECOMMENDATION: Based on the fact the City has received an objection, staff cannot support the request to close a platted fifteen-foot (15') utility easement located within Lot 1, Block 1, Vicksburg Village, a Replat of Jamestown Estates No. 3 Addition.

ACTION NEEDED: Recommend approval or disapproval of the request to close a platted fifteen-foot (15') utility easement within Lot 1, Block 1, Vicksburg Village, a Replat of Lot 11, Block 3, Jamestown Estates No. 3 Addition as described with the applicants submittal.

ACTION TAKEN: _____



Location Map

Subject Tract

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.

N W E S

September 2, 2026

0 50 100 Ft.

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200 Vicksburg

6. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF O-2627-10: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING AND VACATING A FIFTEEN (15) FEET IN WIDTH PLATTED UTILITY EASEMENT LYING IN LOT ONE (1), BLOCK ONE (1) OF VICKSBURG VILLAGE, AN ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (200 VICKSBURG AVE; WARD 1)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Location Map
3. Vacation Documents
4. Survey
5. Utility Responses

Staff Presentation

There was no staff presentation for this item.

Applicant Presentation

Kaitlyn Turner, the applicant's representative, presented the 200 Vicksburg easement closure project.

Commissioner Kindel asked whether utility provider letters were required from all companies. Beth Muckala, Assistant City Attorney, explained utility providers are contacted through an internal review process and confirmed the required process had been followed. Even though the documentation from some utility providers was not included in the packet, that does not mean they were not contacted.

Public Comment

There were no public comments.

Commission Discussion

There was no further commission discussion.

Motion to approve made by Commissioner McKown, Seconded by Commissioner Kindel.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Secretary Parker, Commissioner McDaniel, Commissioner Griffith, Commissioner Kindel

Planning Commission recommended approval of O-2627-10.

File Attachments for Item:

6. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2627-11 UPON FIRST READING BY TITLE:
AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS FIVE (5), SIX (6) AND SEVEN (7), IN BLOCK EIGHT (8), OF D. L. LARSH'S FIRST ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA FROM CCFBC, CENTER CITY FORM BASED CODE, AND PLACE THE SAME IN A CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (211 W SYMMES; WARD 4)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 11/10/2026

REQUESTER: 211 W Symmes, L.L.C.

PRESENTER: Anais Starr, Planner II

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2627-11 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS FIVE (5), SIX (6) AND SEVEN (7), IN BLOCK EIGHT (8), OF D. L. LARSH'S FIRST ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA FROM CCFBC, CENTER CITY FORM BASED CODE, AND PLACE THE SAME IN A CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (211 W SYMMES; WARD 4)

APPLICANT/REPRESENTATIVE	211 W Symmes, L.L.C./CSO Development
LOCATION	211 W Symmes Street
WARD	4
CORE AREA	Yes
EXISTING ZONING	Center City Form-Based Code District, Urban Residential Frontage
EXISTING LAND USE DESIGNATIONS	Urban High
CHARACTER AREA	Core Neighborhood
PROPOSED ZONING	CCPUD, Center City Planned Unit Development

PROPOSED LAND USE No Change

SUMMARY:

The applicant, 211 W Symmes, L.L.C., requests a CCPUD, Center City Planned Unit Development, for the lot located at 211 W Symmes St to utilize a 10-year lease to supply part of the required parking spaces for the multi-unit residential structure currently under construction, as outlined in Appendix B of the CCFBC, Center City Form-Based Code.

The development at 211 W Symmes Street received the required CCFBC Certificate of Compliance and building permit for the site. Construction is currently underway for a 16,665 square feet four-story residential building, as illustrated in Exhibit A, Site Development Plan. This residential structure will contain 12 dwelling units with three bedrooms in each unit. The current CCFBC code for such a development requires 36 parking spaces. With this CCPUD, the applicant is proposing to provide the parking spaces as follows: 23 tandem parking spaces will be provided by an on-site parking area with access off the alleyway, three on-street parking spaces will be installed along W Symmes Street, and 10 off-site parking spaces via a lease. The submitted CCPUD complies with all CCFBC requirements except for the requested use of the attached 10-year parking lease to supply 10 of the required parking spaces for the development.

EXISTING CONDITIONS:

SIZE OF SITE: 0.2410 acres

SURROUNDING PROPERTIES

	Subject Property	North	East	South	West
Zoning	CCFBC (Urban Residential)	CCFBC (Urban Residential)	CCFBC (Urban Residential)	CCFBC (Urban Residential)	CCFBC (Urban Residential)
Land Use	Urban High	Urban High	Urban High	Urban High	Urban High
Current Use	CCFBC Multifamily Dwelling under Construction	Single-Family Dwelling and a CCFBC Multifamily Dwelling	R-3 Multifamily Dwelling	Single-Family Dwelling and Multifamily Dwelling	CCFBC Multifamily Dwelling

ZONING DESIGNATION
CCFBC, Center City Form-Based Code
The goal of Norman Center City Vision Project and Plan was to reset the conversation and provide guidance for future development and redevelopment in Center City. The

CCFBC is intended to implement the purpose and goals of that Plan by providing strong implementation tools for the Center City area.

The CCFBC shall be applied to new, infill development, and redevelopment within the district both in order to achieve the vision set forth for the Center City and to provide a mechanism for implementing the following specific goals, using both public and private sector investments:

- Capitalize on public investment in existing infrastructure.
- Stabilize and strengthen mixed-use commercial centers and residential neighborhoods.
- Create a pedestrian-oriented and multi-modal district.
- Promote, create, and expand housing options.
- Ensure transit-supportive and transit-serviceable development.
- Ensure a complementary relationship with surrounding neighborhoods.

The creation of transit- and pedestrian-oriented development and redevelopment is dependent on three factors: density, diversity of uses, and design. This Code places greatest emphasis on design, or physical form, because of its importance in defining neighborhood and district character. All places evolve—density and uses can be expected to change over time as the area continues to grow and mature.

LAND USE DESIGNATION
Urban High
See attached Urban High Land Use Category document.

CHARACTER AREA DESIGNATIONS
Core Neighborhood
See attached Core Neighborhood Character Area document.

NEAREST PUBLIC PARK
Legacy Trail Park is located approximately a quarter of a mile north and east of the development site. Centennial Park is located less than a quarter of a mile west of the development site. Each of these parks can be accessed using available sidewalks and crosswalks along the streets.

PROCEDURAL REQUIREMENTS:

PRE-DEVELOPMENT:
This request does not require a Pre-Development meeting.

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 blue in these sections represent City Staff analysis.

CITY DEPARTMENTS

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

FIRE DEPARTMENT

Building(s) must comply with the City of Norman Ordinances and adopted ICC codes as amended by OUBCC - including IFC Appendices B, C, and D., specifically D105 regarding required Aerial Access for structures that are 30' or greater in height. Items not addressed during predevelopment review will be required and addressed during building permitting.

BUILDING REVIEW

Building codes and all applicable trades have been addressed at the time of building permit issuance.

PUBLIC WORKS/ENGINEERING

The subject property is already platted.

The 84% impervious surface proposed for site required engineered solutions to account for additional stormwater runoff. The applicant will be utilizing engineered solutions to mitigate the runoff associated with the additional impervious area. Infiltration trenches located along the side property lines are planned for this site. This solution meets the Low Impact Development requirements found under Section 7000 of the EDC. The CCPUD states the site will comply with Sections 803, 804 & 805 of the CCFBC.

TRANSPORTATION ENGINEER

The Transportation Engineer has no additional comments for this development currently under construction.

PLANNING

ZONING 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 City Form-Based Code.

Uses Permitted

The property will be developed as a four-story, 12-unit multifamily residential structure.

Area Regulations

Front Yard: (fronting W Symmes Street) The proposed four-story residential structure will comply with Required Build Line which is set 9’ behind the front property line for this site.

Side Yard: As required by the CCFBC, the proposed structure will have no side yard setbacks from the adjacent properties to the east and west.

Rear Yard: The minimum depth of the rear yard setback is as shown on the Exhibit A Site Development Plan. The CCFBC does require a minimum rear setback depth for this lot.

Height Regulations

The CCFBC requires a minimum of two stories and allows a maximum of five stories in this area of the Urban Residential Building Form Standard. The development will be a four-story multi-unit residential structure.

Landscaping and Open Space

The CCPUD Site Development Plan shows three Street Trees along W Symmes Street as required under the CCFBC. The development is providing the 15% required Open Space along with the required Landscaping behind Parking Setback Line at the rear of the building as prescribed in the CCFBC. Additionally, Open Space will be provided by the patios located along the front façade of the structure. Landscaping and Open Space are shown on Exhibit A Site Development Plan.

Parking

Under the existing CCFBC, Urban Residential Frontage, a residential structure with 12 residential dwelling units and 36 bedrooms requires 36 parking spaces. At the time of building permit, the applicant provided 23 tandem parking spaces in the parking area off the alleyway, three on-street parking spaces to be installed along W Symmes Street, and 10 off-site parking spaces were provided with a 20-year lease. With this CCPUD the applicant is requesting to utilize the attached 10-year lease agreement.

Lighting

The project shall comply with the requirements of the CCFBC under 402. General Provisions, Section N. Lighting & Mechanical.

Signage

The CCPUD states all signage shall comply with 402. General Provisions, Section M of the CCFBC.

Fencing/Walls

The requirement for CCFBC Street Wall does not apply with this development.

Sanitation/Utilities

The applicant will provide polycarts for the development's solid waste requirements as shown on the Exhibit A, Site Development Plan.

Exterior Materials

The proposed four-story structure will have brick and cement siding as illustrated on the submitted Exhibit A Site Plan.

AIM NORMAN LAND USE CONSIDERATIONS

Please see the attached descriptions from the AIM Norman Land Use Plan.

Overarching General and Non-Residential Policies

The proposal is **consistent** with the Overarching General and Non-Residential Character Area policies, as it proposes high-quality exterior building materials and parking and solid waste sanitation are located to the rear off the alleyway.

Core Neighborhood Policies

The proposal is consistent with Core Neighborhood Area Policies, as it proposes a higher-density infill development similar in scale and character to other developments in

the CCFBC. This infill development will promote alternative modes of transportation with the proposed installation of a five-foot sidewalk along the street frontage, five bike racks in front of the structure on W Symmes Street, and the location of transit stops within two blocks of the development. The development promotes activation of the street space by placing the structure close to the front property line while placing parking and the dumpster off the alleyway. The proposed front patios for residents' use on the W Symmes Street elevation will further encourage activation of the street space.

Urban High Land Use Policies

The proposal is **consistent** with the following Urban High Land Use policies:

- **Context**
- **Building Types**
- **Site Design**
- **Transportation, Circulation & Access**
- **Utility Access**

The CCPUD allows for a residential structure with twelve dwelling units, meeting the density sought by the Urban High Land Use Policy.

The proposed development features a four-story building, which meets the height requirement in the CCFBC regulations and Urban High Land Use Policy. The proposed four-story multi-unit structure is a housing type sought by the Urban High Land Use designation. The four-story brick and cement siding structure with front patios is similar in height and design to other structures found in the CCFBC.

The development meets the connectivity sought by the Urban High designation by providing a public sidewalk allowing residents pedestrian access to the University of Oklahoma and the central business district. Two Embark Transit stops are located along Webster Avenue between W Symmes Street and W Apache Street, approximately one block from the Property. Due to its location and available network of sidewalks and transit, the proposed development has the opportunity for a pedestrian-only mode of transportation. The proposed development meets the transportation and access goals of the Urban High Land Use designation, which encourages pedestrian transportation and connectivity.

This development will utilize the existing utilities available to this site, as called for in 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.

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:

This 12-unit, 36-bedroom development is currently under construction. The development, as permitted, meets the requirements for parking by providing 36 parking spaces as follows: 23 tandem on-site parking spaces at the rear of the property, three on-street spaces along W Symmes Street, and ten off-site parking spaces leased through a 20-year lease agreement.

To fulfill the requirement of parking, staff has required previous CCFBC developments utilizing off-site parking leases to have a minimum of a 20-year term, for 365 days a year, and with signage for the designated parking spaces.

The applicant's request with this CCPUD is to utilize a 10-year lease instead of the 20-year lease currently associated with this property. Additionally, the submitted lease does not clearly state that the off-site parking spaces will be designated by signage and that they will be available 365 days a year.

The proposed development aligns with many of the AIM Norman Land Use and Character Area objectives. This development will provide a sought-after multi-unit residential dwelling structure near the University of Oklahoma Campus. The four-story multi-unit structure currently under construction has the essential CCFBC design elements seen in the surrounding CCFBC District, including the building brought forward to the Required Build Line, brick façades, porches for street activation, and required Open Space and Landscaping.

CONCLUSION:

Staff forwards this request for zoning to CCPUD, Center City Planned Unit Development, and Ordinance O-2627-11 to City Council for consideration.

ATTACHMENT(S):

211 W Symmes St AIM Supporting Documents

PLANNING COMMISSION RESULTS:

At their meeting on October 8, 2026, the Planning Commission recommended approval of Ordinance O-2627-11, by a vote of 7-0.

O-2627-11

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 LOTS FIVE (5), SIX (6) AND SEVEN (7), IN BLOCK EIGHT (8), OF D. L. LARSH'S FIRST ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA FROM CCFBC, CENTER CITY FORM BASED CODE, AND PLACE THE SAME IN A CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (211 W SYMMES; WARD 4)

§ 1. WHEREAS, 211 W Symmes, LLC has made application to have the property described below removed from CCFBC, Center City Form Based Code, and to have the same placed in 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 October 8, 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 CCFBC, Center City Form Based Code, and place the same in CCPUD, Center City Planned Unit Development to wit:

Lots Five (5), Six (6) and Seven (7), in Block Eight (8), of D. L. LARSH'S FIRST ADDITION, to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

Containing 10,499.92 Sq. Ft. or 0.2410 Acres, more or less.

§ 5. Further, pursuant to the provisions of Section 36-509 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, 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.

_____
(Mayor)

ATTEST:

_____
(City Clerk)

NOT ADOPTED this _____day of _____, 2026.

_____
(Mayor)

OVERARCHING POLICIES

These policies are designed for all Character Areas throughout Norman, as applicable.

GENERAL

- Based upon the recommendations of the most recent Stormwater Management Plan (SWMP), improve stormwater management for all development projects.
  - *Improve stormwater and floodplain management with all infill development.*
- Based on the most recent Transportation Plan and Complete Streets Policy, City projects and new development should establish a network of complete streets (see glossary).
- Appropriately regulate development within the floodplains and Stream Planning Corridors via the Floodplain and Water Quality Protection Zones (WQPZ) ordinances.
- Create and uphold quality build and site design standards to bolster community identity and pride.
- Where feasible, new streets and internal streets should follow a grid pattern of small blocks for a more condensed form of development.
- Improve pedestrian and bicycle connectivity, especially between public transit stops and destinations with new projects, redevelopments, or reconfiguration of existing development.
- Amenities such as, but not limited to, seating, public art, natural green space, fountains and other outdoor landscape elements should be included within each development. These amenities should be conscious and considerate of impacts on the natural environment.
- Develop buildings that meet or exceed Universal Design principles.
- Promote building principles such as energy efficiency and renewable energy sources, indoor environmental quality, water conservation, and minimizing impacts on wildlife through space and material optimization and building with resilient design.
- Coordinate all capital improvement projects between all necessary City departments (e.g. transportation, water, wastewater, stormwater, parks).
- Strengthen programming for disseminating information on the City's Fertilizer Ordinance and other pollution prevention initiatives.

RESIDENTIAL

- New residential development should blend with existing housing, incorporating tools such as buffering requirements and right-sized public spaces as defined in land use categories.
- Accommodate a variety of housing styles, sizes, densities, and price points to suit diverse housing needs.
- New residential development should use a variety of techniques to avoid the appearance of identical homes, increasing vibrancy and diversity in the built environment.

NON-RESIDENTIAL

- 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 setting should have an internal pedestrian network between buildings.

CORE NEIGHBORHOOD AREAS

CHARACTERISTICS & INTENT

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.

GOALS

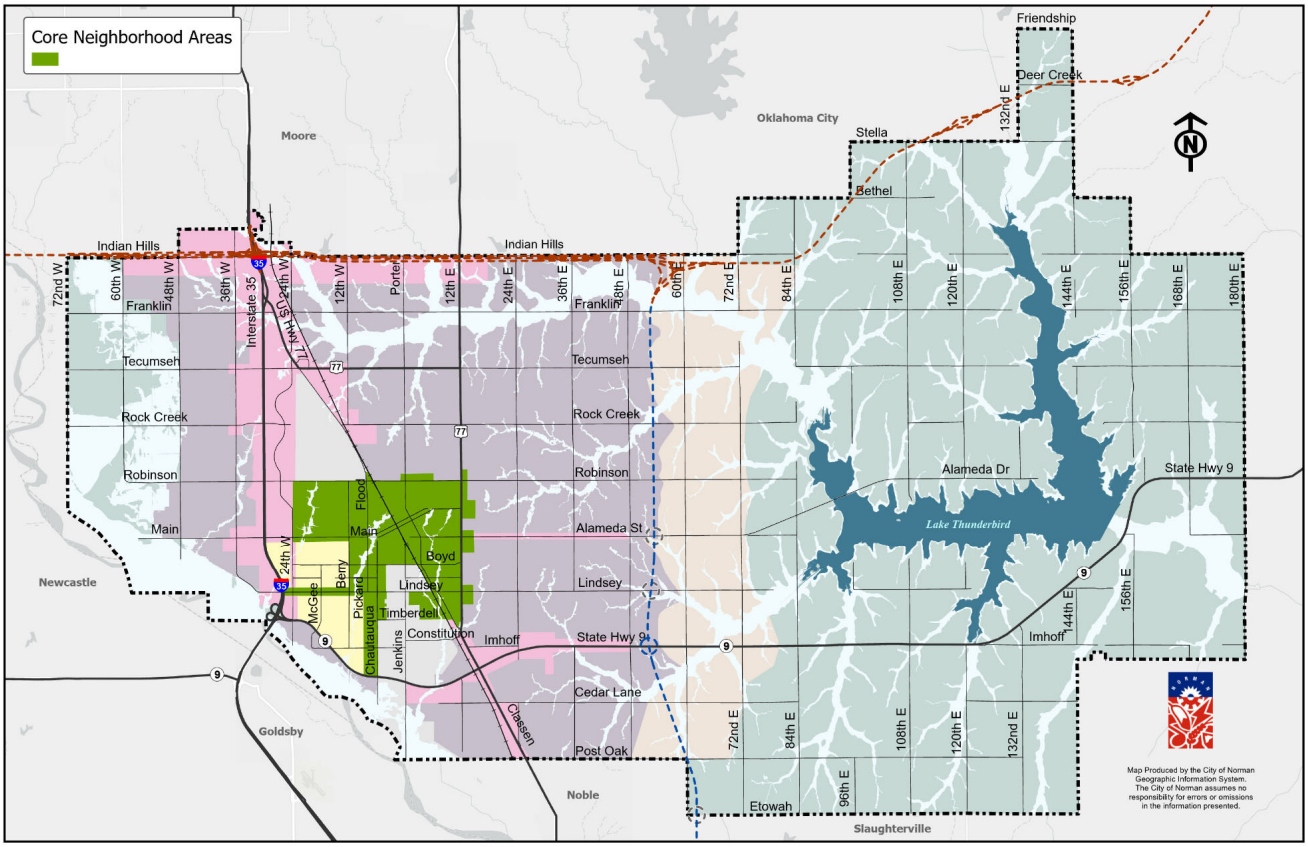
- Balance reinvestment and affordability for housing by promoting rehabilitation and renovation, while allowing for density increases, where appropriate.
  - *ADUs continue to be an appropriate housing typology in this Character Area.*
- Cultivate an accessible, pedestrian-centric environment that's enjoyable for live, work, and play including transitions from other, more auto-centric, character areas.
- Promote local business growth and encourage employment opportunities within the Core, catering to residents, students, and visitors.

OPPORTUNITIES

- High access to alternative modes of transportation, including public transit, walking, and bicycling.
- Rehabilitation and redevelopment opportunities for residential and commercial projects.
- Strong historic ties and active attention from existing community efforts.

CHALLENGES

- Undersized, aging infrastructure, including lack of stormwater infrastructure, that requires frequent maintenance.
- Balancing reinvestment with affordability options.
- Under used areas.
- Cost of infill development.



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.

ACTION ITEMS

- Work with Downtown businesses to explore a Business Improvement District.
- Incorporate results of the Center City Infrastructure Study into future projects.
- Based on the most recently adopted Housing Plan, establish programming to encourage rehabilitation of residential structures.
- Develop incentive programs and/or pursue public-private partnerships that promote infill development on vacant or under used sites to create catalytic projects of high-quality.
- Focus on strategic public investments to improve conditions, appropriate infill development on scattered vacant sites, and encouraging more homeownership and maintenance or upgrade of existing properties.
- Implement existing neighborhood plans; update as appropriate.
- Work with neighborhood leaders to assemble resources and technical assistance in support of existing historic districts.
- Coordinate with existing neighborhood organizations to increase street and alley activation to build community and increase safety.
- Conduct a parking study to identify solutions, including shared parking, to adequately support residents.
- Complete corridor-specific plans for potential Transit Oriented Development (TOD) sites that identify residential development opportunities that have good access management, improved site design, and low impact transitions to non-residential uses.
- Ensure undersized, aging infrastructure is updated as areas are redeveloped.
- Seek alternative funding sources to increase capacity for reducing flooding damages by acquiring vulnerable properties and converting that area to open space floodplain storage.
- Update regulations to:
  - *Ensure adequate lighting and sidewalks are provided for pedestrian safety.*
  - *Establish requirements for connectivity to bolster Complete Street policy.*
  - *Create development patterns consistent with the character area, including setbacks, scale, massing, yard characteristics, height, off-street parking, and other defining features.*
  - *Provide high-quality streetscape standards transitioning West Main Street, West Lindsey Street, and sections of James Garner Avenue and Porter Avenue from auto-centric to pedestrian-friendly designs as they approach Downtown Norman.*
  - *Explore special districts and design criteria for Downtown neighborhoods experiencing high development pressures such as Old Silk Stocking, and other locations not currently protected by an overlay district.*

LAND USE CATEGORY

Urban High (UH)

DESCRIPTION & CONTEXT

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.

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.

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.

TRANSPORTATION NETWORK, CIRCULATION & ACCESS

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.

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.

PUBLIC SPACE TYPES

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

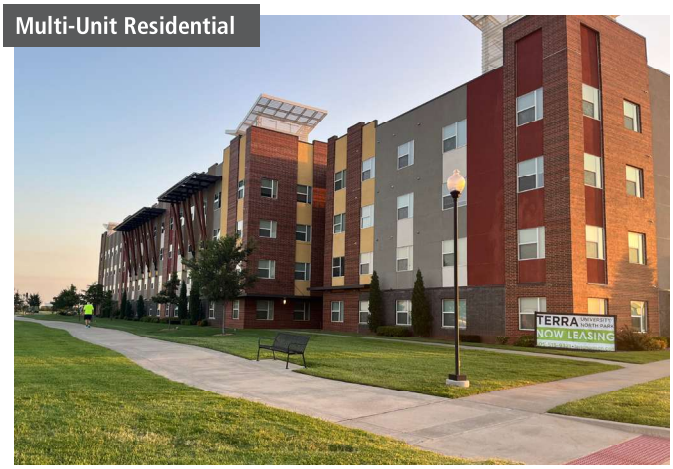
LOCATIONAL CRITERIA

- Large building footprints (>12,500 SF) compromise the development pattern and are not appropriate, except along arterials and at arterial intersections.
- Medium intensity residential uses should be discouraged along arterial streets and should be located behind higher intensity residential, commercial, or mixed-use developments along arterial streets.
- Medium intensity residential uses shall be adequately buffered or spaced from intensities posing adverse effects including noise, odors, air and light pollution, and heavy traffic.
- High Urban is most compatible adjacent to: UM, ULC, MX, IMX, CBD, LCC, C, JC, TOD, and OP.
- High Urban is least compatible adjacent to: AR and UR and requires additional buffering from uses that generate more noise, odors, air and light pollution, and heavy traffic.

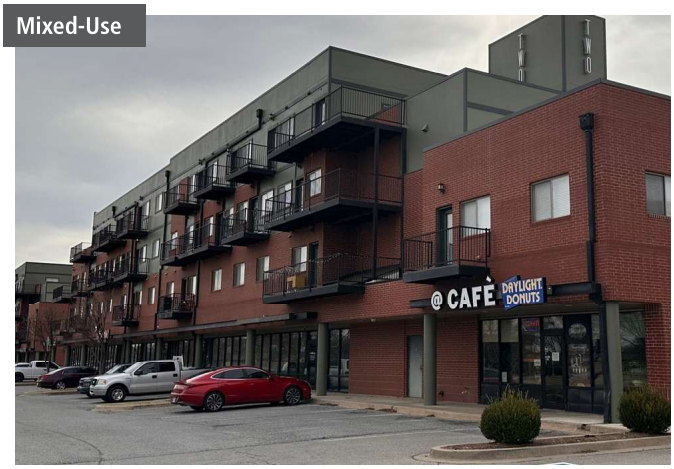
ZONING DISTRICTS

RM-2	RM-6	R-3	RO	O-1	CO	C-1	C-2	C-3	MUD		
PUD	SPUD										
A-1	A-2	RE	R-1	R-1-A	R-2	RM-4	TC	CR	I-1	I-2	M-1

Multi-Unit Residential



Mixed-Use



211 W Symmes St.

Norman,
Oklahoma

CSO Development Corporation

A CENTER CITY PLANNED UNIT DEVELOPMENT
APPLICATION FOR REZONING

Submitted August 31, 2026
Revised September 11, 2026
Revised September 29, 2026

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I. INTRODUCTION

A. Background and Intent

This Center City Planned Unit Development (the "**CCPUD**") is submitted for the development of the 211 W. Symmes property (the "Property" or "Addition"). The Property is on the north side of Symmes St. The legal description is attached in Exhibit B.

The property is currently under construction for a new multi-family building. This new structure is in full conformance with the CCFBC.

It is the intent of the Applicant to modify the parking lease term requirement for this address. The Applicant is Mr. Peter Petromilli.

The property where the new development sits is zoned CCFBC, Center City Form Based Code Urban Residential Frontage. The Applicant has conformed to all of the lengthy and detailed CCFBC code provisions and has received a Certificate of Compliance. However, due to the length of the parking lease term we are requesting a modification to allow for the use of existing off-site parking within 1,000 feet of the Property with a 10-year lease term. Therefore, in the spirit of fulfilling the vision of CCFBC, the Applicants bring this CCPUD forward with this one requested variance to the Center City Form Based Code. In order to accomplish this goal, the applicant hereby requests a rezoning to a CCPUD.

The Property is under construction currently. The design is for a 4-story residential building with twelve 3-bed units. With this CCPUD, it is proposed to provide some of the required parking by using existing underutilized off-site parking in an effort to minimize additional surface parking in the CCFBC District.

II. PROPERTY DESCRIPTIONS; EXISTING CONDITIONS

A. Location

The Property is located at 211 W. Symmes St. The Property is on the north side of Symmes Street and just east of Webster Ave. The specific location is illustrated on the attached Site Plan, as Exhibit A. See Exhibit B for legal description.

B. Existing Land Use and Zoning

The Property is currently zoned CCFBC, Urban Residential Frontage. The property is currently under construction.

C. Elevation and Topography
There is no planned change to the general topography or drainage of the site. The impervious area of the new structure is similar to the buildings and parking previously located on this site. We are utilizing underground rainwater collection systems to mitigate additional burden on the existing city storm water infrastructure.

D. Drainage
The property is generally flat. The property currently drains to the north and south.

E. Utility Services/ Public Works

All required utility systems for the project (including water, sewer, gas, and electric) are in immediate proximity to the Property, and long established.

The Property is already platted.

F. 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.

G. Traffic Circulation and Access

Symmes Street is an east west running street. Parking is being provided on the north side of the property off the alley, on the south side of the property inset on Symmes St. and off site.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

A. Permissible Uses

The Applicant proposes that for this Property, the following uses shall be permitted.

Residential

- Household Living All Floors
    - One, two or three, or multi-dwelling unit structures or set of attached structures
    - Elderly housing
    - Short-Term Rentals
- Group Living All Floors
    - Assisted Living
    - Boarding house, rooming house, lodging house

- Hospice
- Dormitory
- Fraternity and Sorority
- Monastery/convent
- Nursing home
- Transitional home

Commerce – First Floor as defined and regulated by the CCFBC

- Office
- Overnight Lodging
- Day Care
- Retail Sales & Service
- Art Studio/Artisanal Manufacturing

Civic – First & or Second Floor as defined and regulated by the CCFBC

B. Development Criteria

1. **Siting.** The development shall comply with the setbacks shown on the Site Development Plan, Exhibit A. The Property shall be developed in substantial conformance with the Site Development Plan. To achieve a multimodal, pedestrian friendly environment, the RBL and all setbacks shall remain unchanged.

   Parking Setback Line shall remain unchanged as shown on Site Development Plan Exhibit A.

   Buildings on Symmes Street shall be built to 100% of the RBL on the Property.

   The applicable setbacks shall remain unchanged and are illustrated on the Site Development Plan.

2. **Building Height.** The building shall be at least two stories in height at the RBL but no more than four stories. The ground story finished floor elevation shall be no lower than 14-inches above the average fronting public sidewalk elevation and no higher than 8 feet above the average exterior public sidewalk elevation at the RBL. The ground story shall have a clear height of at least 9-feet along the RBL. The minimum clear height for each upper story is 9-feet.

3. **Unit Minimum and Bedroom Maximums.** This parcel shall have no less than three dwelling units. There is no maximum unit requirement. Ground story commercial units shall count toward the residential dwelling unit minimums. All DWELLING UNITS in a parcel shall be contained within a single structure or set

of ATTACHED STRUCTURES. Each unit shall contain no more than three bedrooms.

4. **Elements.** The Property shall be built in accordance with the terms of this CCPUD and the exhibits hereto.

Fenestration

- Blank lengths of wall exceeding 20 linear feet are prohibited on all Required Build Lines (RBL) provided they are not within 3 feet of the property line.
- Ground story fenestration on all Required Build Lines (RBL) shall comprise between 33% and 70% of the ground story facade and exterior walls provided they are not within 5 feet of the property line.
- Upper story fenestration on all Required Build Lines (RBL) shall comprise between 20% and 70% of the façade and exterior wall area per story provided they are not within 5 feet of the property line.
- All fire rated exterior walls are exempt from fenestration requirements.

Building Projections

- Awnings shall project a minimum of 4 feet from the façade.
- Awnings may have supporting posts at their outer edge provided that they:
  a. Have a minimum of 7-feet clear width between the façade and the awning support posts or columns, and
  b. Provide a continuous walking path at least 5 feet wide within that clear width, running parallel to the awning posts/columns.
- Awnings may not extend into the right-of-way.

5. **Sanitation.** Our sanitation plan shall remain unchanged. It is the intent to utilize poly-carts to handle sanitation. Changes to sanitation shall comply with the CCPUD code and sanitation requirements.

6. **Signage.** All signage shall comply with 402. General Provisions, Section M of the CCFBC.

7. **Traffic access and sidewalks.** The existing drive off Symmes Street is being removed as part of this development. There will be no vehicular access from Symmes Street. Access for pedestrians is planned along Symmes Street where the main entrance to the building is located and from the parking lot on the north side of the building. The sidewalk is being replaced along Symmes Street. Parking is addressed in sub-paragraph III(B)(12) herein. To fulfill the required 32 parking spaces, the CCPUD proposes 23 parking spaces on-site, 3 parking spaces on-street, and 10 off-site dedicated parking spaces. The 10 off-site

parking spaces shall be provided via a lease to be located within a 1,000-foot distance. To the extent that dedicated parking is provided via lease, a copy of said lease shall be provided and on file in the City Planning offices. As the CCFBC is amended and/or as other parking options become available, the off-site parking strategy may also be amended, but only as allowed by the CCFBC, and hereafter amended.

8. **Lighting.** The project shall comply with the requirements of the CCFBC under 402. General Provisions, Section N. Lighting & Mechanical, as amended thereafter.

9. **Drainage.** The impervious area of the new structure is similar to the buildings and pavement previously located on this site. Drainage for the new development will utilize existing drainage systems and underground rainwater collection systems in conformance with Section 803, 804 & 805 of the CCFBC.

10. **Open Space.** The proposed Private Open Area will meet or exceed the CCFBC required 15% Private Open Area. The proposed open space shall be located on the north side of the structure as depicted on Exhibit A, Site Development Plan. Additional Open Space will be provided on the south side of the building, by way of unit's front patios and lawn space.

11. **Landscaping.** Refer to attached Exhibit A, Site Development Plan, for the number of trees to be planted in the open space area and street trees in street tree alignment area. Any trees planted shall be of a species that is listed in Section 506. Tree Lists, of the CCFBC, as amended thereafter, or otherwise approved by the City of Norman Forester, City of Norman ordinance, or appropriate City of Norman staff member. Wood fencing 6'-8' tall shall be allowed along the East and West property lines.

12. **Parking.** The required parking shall be fulfilled by 23 parking spaces on-site, 3 parking spaces on-street and 10 dedicated off-site parking spaces. The off-site parking spaces shall be provided via lease for parking spaces located within a 1,000-foot distance of the Property. The 10 off-site parking spaces shall be provided through a 10-year lease with specific designated spaces for tenants of the Property. The Reserved Parking spaces will not be available to tenants on OU Home Football Games without an additional payment for the space. To the extent that dedicated parking is provided via lease, a copy of said lease shall be provided and on file in the City Planning offices. The Property Owner shall provide notification to the City of termination of the lease. Where the CCFBC is amended and/or as other parking options become available, the off-site parking strategy may respond to those changes, and in compliance with the then-applicable CCFBC parking requirements.

13. **Architectural Materials (exteriors).** The Center City is a compact, walkable, mixed-use urban district. Traditional, sustainable, durable materials appropriate to the central Oklahoma climate will be utilized. Innovative, energy-efficient materials appropriate to a pedestrian-scaled urban environment will be used for this development.

    The following materials are prohibited:

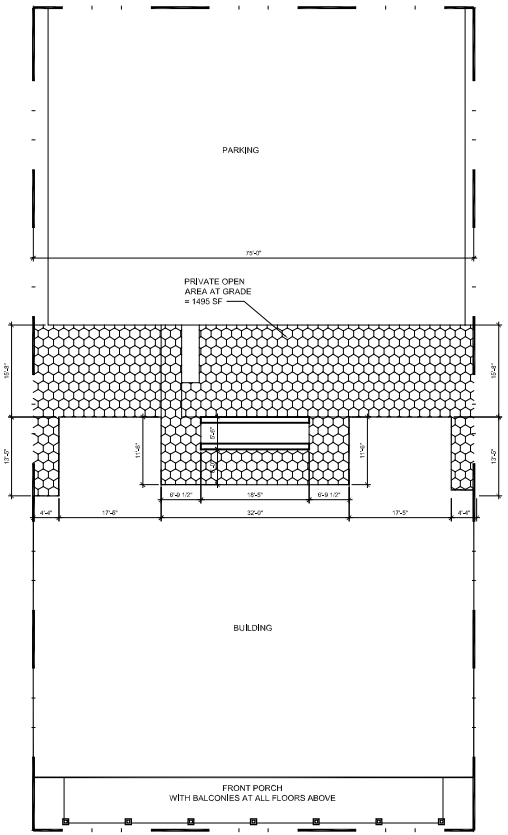
    - Any lap siding except natural wood or cementitious fiberboard.
    - Composition roofing shingles used as a wall material
    - Exposed fastener metal panels.
    - Artificial stucco or EIFS, except high impact quality

C. CCFBC Standards

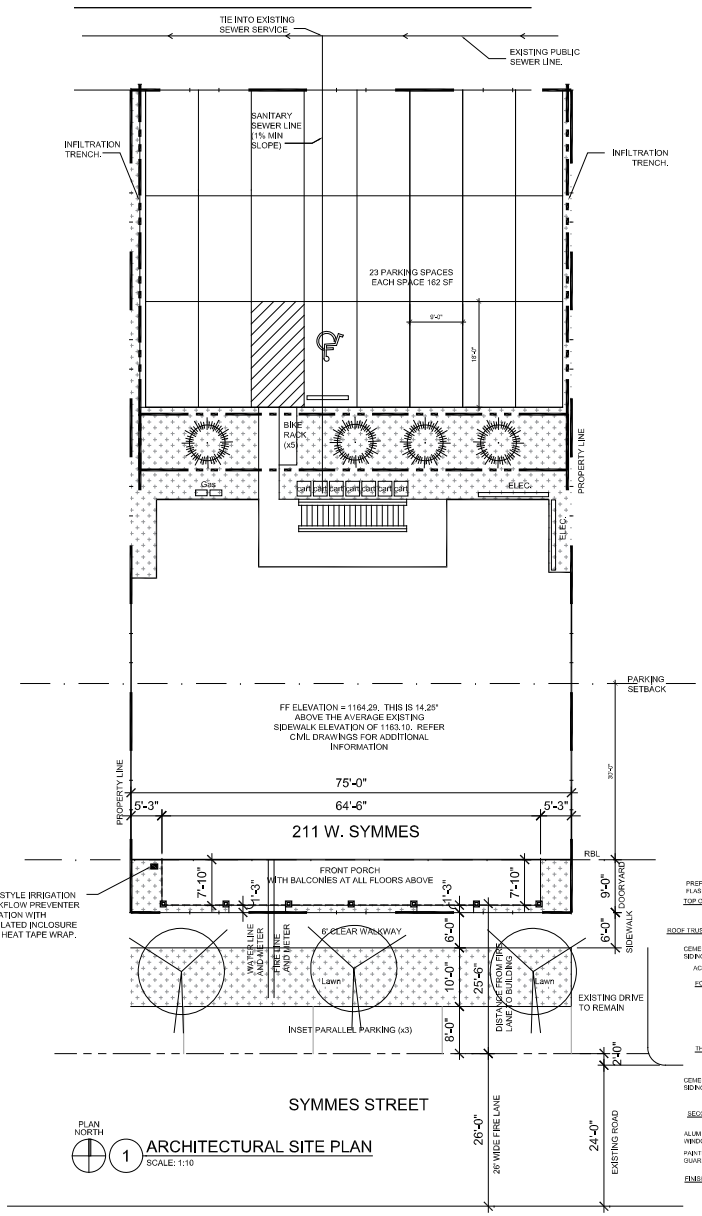
The Property shall be developed in accordance with the terms of this CCPUD and the exhibits attached hereto and incorporated by reference.

For convenience purposes, a summary of the proposed CCPUD is as follows:

1. Off-site parking is allowed per the attached lease agreement or as allowed by the current CCFBC, and hereafter amended.



PRIVATE OPEN SPACE EXHIBIT



1 ARCHITECTURAL SITE PLAN
SCALE: 1:10

PROJECT INFORMATION

Frontage along Symmes 75' total length
Required - 100% = 75'-0"
Actual - 100% = 75'-0"

Total lot area - 10,500 sf
Total Buildable Area = 9,600
Required Open Area - 15% = 1,440 sf

Private Open Area - 32% =3,095sf
At Grade - 1,495sf
At Patios - 1,600sf

Impervious Coverage
8,907 sf of impervious coverage = 84%

Trees (2.5 diameter min x 3)

(street tree) shumard oak
(open area tree) ulus elm

PROJECT DATA:

PROJECT DESCRIPTION:	THREE STORY RESIDENTIAL BUILDING
BUILDING AREA:	16,505 SF
BUILDING HEIGHT:	4 STORIES / 35'-0"
FIRE PROTECTION:	FULLY SPRINKLED

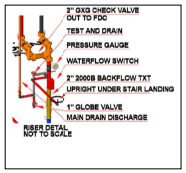
OCCUPANCY CLASSIFICATION & CONSTRUCTION TYPE

PER BUILDING CODE:	
USE GROUP:	R-2 RESIDENTIAL
CONSTRUCTION TYPE:	V-A
RESIDENTIAL	(12) COUNT 3 BED UNITS (18 TOTAL)
ACTUAL BUILDING AREA:	16,505 SF GROSS
ACTUAL BUILDING HEIGHT:	4 STORIES / 54'-0"
AREA PER UNIT:	1,135 SF GROSS (3 BED UNIT)

PARKING REQUIREMENTS

3 BED UNITS (6):	36 SPACES REQUIRED
TOTAL	36 SPACES REQUIRED TOTAL

23 PROVIDED ON SITE
3 PROVIDED ON STREET
10 PROVIDED OFF SITE BY LEASE

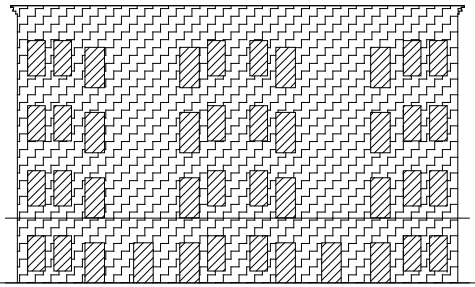


FIRE RISER BACKFLOW DIAGRAM

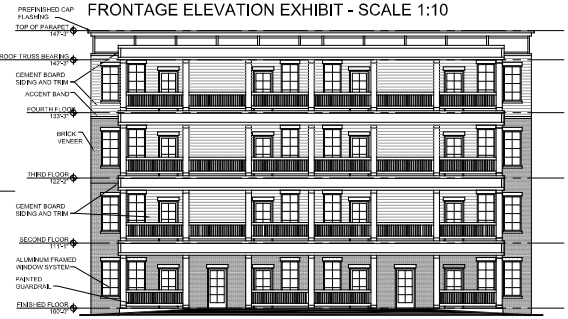
THIS SYSTEM UTILIZES THE AMES 2000B (OR SIMILAR) DOUBLE CHECK VALVE ASSEMBLY

FRONTAGE ELEVATION EXHIBIT

Symmes Frontage Elevation
First Floor - 244 SF of Glazing / 800 SF of Elevation = 30.5% Glazing
2nd - 4th Floors - 597 SF of Glazing / 2,715 SF of Elevation = 21.98% Glazing



FRONTAGE ELEVATION EXHIBIT - SCALE 1:10



CSO DEVELOPMENT
14708 Stone Manor Dr.
Oklahoma City, OK 73142
P: 405.821.4434
pjp@csookc.com

211 W. Symmes Street
Norman, OK

Owner:

Project Number:
26-002

Seal:

Date - Issue:
06.15.2026
Building Permit Submission

Revisions:
Addendum #1 07/07/2026
Addendum #2 07/29/2026

Sheet Title:
SITE PLAN & FRONTAGE

Sheet Number:
Exhibit A

©Copyright 2025

Parking Spaces Lease Agreement

This Parking Spaces Lease Agreement (the "Agreement") is made and entered into on this 27th day of July 2026, by and between First Baptist Church Norman – located at 211 W Comanche St, Norman, OK 73069 in the South Santa Fe Avenue & W Comanche parking lot. (hereinafter referred to as "Lessor"), 211 W Symmes, LLC (hereinafter referred to as "Lessee") an Oklahoma limited liability company – located at 211 W Symmes, Norman, OK 73069, and 101W, LLC (hereinafter referred to as "Interested Party") Distance between the Lessee and Lessor is less than 1,000 feet.

Parking Spaces: Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor eleven (11) parking spaces located on Lessor's property as will be designated in the south half of Lessor's main parking lot (the "Parking Spaces") as described herein:

a) As determined by Lessor, these Parking Spaces may be designated specifically or made available generally within the area designated for tenant parking. Lessee's spaces may be relocated at the discretion of Lessor.

b) There may be days throughout the year Lessor will have need for the entirety of the main lot, including the Lessee's Parking Spaces. These days will be deemed "overflow days" by Lessor, and Lessor may make provision for alternate parking spaces on these "overflow days."

c) As deemed by Lessor, "overflow days" shall be for large Church or community events, such as staging for the City of Norman's holiday parade, well-attended funerals, or similar events. Lessor will give Lessee a minimum of three (3) days' notice (usually more) of an upcoming "overflow day," as well as communicate the information directly to Lessee's tenants via text message as per current contact information provided by Lessee to Lessor.

d) The actual time the parking lot needs to be cleared on "overflow days" will be communicated in the notice to both Lessee and Lessee's tenants. If no time is specified, the period shall be the 24 hours commencing at midnight on the designated day.

Parking Permits & Tenant Information: Lessee shall be responsible to provide Lessor with current information of potential tenant parking permit holders including the following: full name; make, model, color, and license plate number of tenant's vehicle; tenant's mobile telephone number and email. It is the responsibility of the Lessee to keep Lessor informed of any changes in tenant's information and to keep the list current. After Lessee provides said information, Lessor will provide Lessee two (2) parking permits to be displayed by tenants given parking privileges by Lessee. Lessee will be responsible for retrieving parking permits at the end of a tenant's rental agreement period and provide them to subsequent tenants at Lessee's discretion.

Terms in Lease: The terms, if any, as written in the addendum to this Agreement shall be made part of the Lessee's rental agreement with each tenant to which Lessee issues a parking permit. Lessee shall provide Lessor with a signed digital copy of each tenant's lease agreement.

JM RBA

Term: The term of this Agreement shall commence on ~~July 1, 2026~~ Dec 1, 2026 and shall continue for a period of ten (10) years unless earlier terminated in accordance with the terms herein. Lessor or Lessee shall provide notice of expiration, termination, or assignment fifteen (15) days prior to the next monthly rent installment. In the event of termination, the terminating party shall notify the City of Norman of termination concurrently with notice to Lessor or Lessee.

Rent: Initially, Lessee will take over eleven (11) spaces from the existing contract for parking spaces with 101W LLC. Lessee will be responsible for payments made to Interested Party 101W LLC for the remainder of the term ending May 1, 2030.

Upon completion of the initial takeover period, Lessee shall pay to Lessor a graduated rent consisting of a monthly rent of $100 per space for eleven (11) spaces starting on June 1, 2030 and through year five (5) of this agreement and $150 monthly rent per space for years' six-ten (6-10) of this agreement. Rent will be paid in monthly installments for the first 24 months, starting on month 25 annual payments shall be made for years 3-10.

In addition, Lessee shall pay to Lessor for each Parking Space leased by lessor an amount equal to the prevailing charge Lessor charges the general public for parking on Lessor's property during special events, including but not limited to OU football game days. Lessor will invoice Lessee separately for these paid parking events. As per the OU football schedule, all game day parking will be invoiced cumulatively in advance or during the football season with payment by Lessee due within ten (10) days of receipt of invoice. Other paid parking days will be invoiced after such event occurs.

Use: Lessee shall use the Parking Spaces solely for the parking of vehicles associated with their tenants' personal vehicles. Commercial vehicles, including but not limited to trucks in excess of one ton, trailers, boats, recreational vehicles and heavy equipment are not allowed. Personal vehicles in a state of disrepair shall not remain in said state for more than thirty (30) days.

Lessee shall not assign, sublease, or otherwise transfer its rights under this Agreement without the prior written consent of Lessor unless transfer is via sale or lease of the entire property at 211 W. Symmes Norman, OK. In the event of Lessee default, the bank holding the loan for 211 W. Symmes shall have the right to assume the loan.

Maintenance and Repairs: Lessor shall be responsible for the maintenance and repairs of the Parking Spaces, including but not limited to lighting, striping, and general upkeep.

Indemnification: Lessee agrees to indemnify, defend, and hold harmless Lessor from and against any and all claims, damages, losses, liabilities, and expenses arising out of or related to Lessee's use of the Parking Spaces.

Insurance: Lessee shall name Lessor as an additional insured of the 211 W. Symmes commercial general liability coverage and shall provide Lessor a certificate of insurance.

Default: In the event of a default by either party under this Agreement, the non-defaulting party shall have the right to terminate this Agreement upon 30 days written notice to the defaulting party.

No Waiver: The failure of either party to enforce any provision of this Agreement or to exercise any right or remedy arising from a default shall not constitute a waiver of such provision, right, remedy, or default, nor shall it prevent the enforcement of such provision or the exercise of such right or remedy with respect to any subsequent or continuing default. Any waiver shall be effective only if made in writing and signed by the party against whom the waiver is asserted.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state of Oklahoma.

Execution: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

RBA JM

First Baptist Church Norman

By:

Wade Smith

Pastor, First Baptist Church Norman

Date: 7/27/26

~~**101W, LLC**~~ CSO Development Corporation

By:

Peter Petromilli

~~Manager~~ PRESIDENT CSO DEVELOPMENT CORP,

Date: 9.11.26

~~220 W Symmes LLC~~ 211 W Symmes LLC

RBA JM

By:

Jefferson ~~Magnus~~ Magnus RBA JM

~~220 W Symmes LLC~~ 211 W Symmes LLC RBA JM

Date: 8/4/2026

Authorized Member, JJC Ventures LLC,
Manager 211 W Symmes LLC RBA JM

FILED IN THE OFFICE
OF THE CITY CLERK
ON 10/1/26-kw

September 30, 2026

Norman Planning Commission,

I disagree with the request for rezoning at 201 West Apache to increase the number of bedrooms to four per unit. This increases the congestion in this area. Since parking can now be leased up to one thousand feet from the property, land owners in that range should be notified.

I disagree with the request for rezoning at 211 West Symmes for the change in the lease for parking from ~~twenty~~ years to ten years. Parking continues to be a problem in this area. How will enforcement of the leases be conducted? What will be the situation when the leases expire?

Thank you for considering this information.

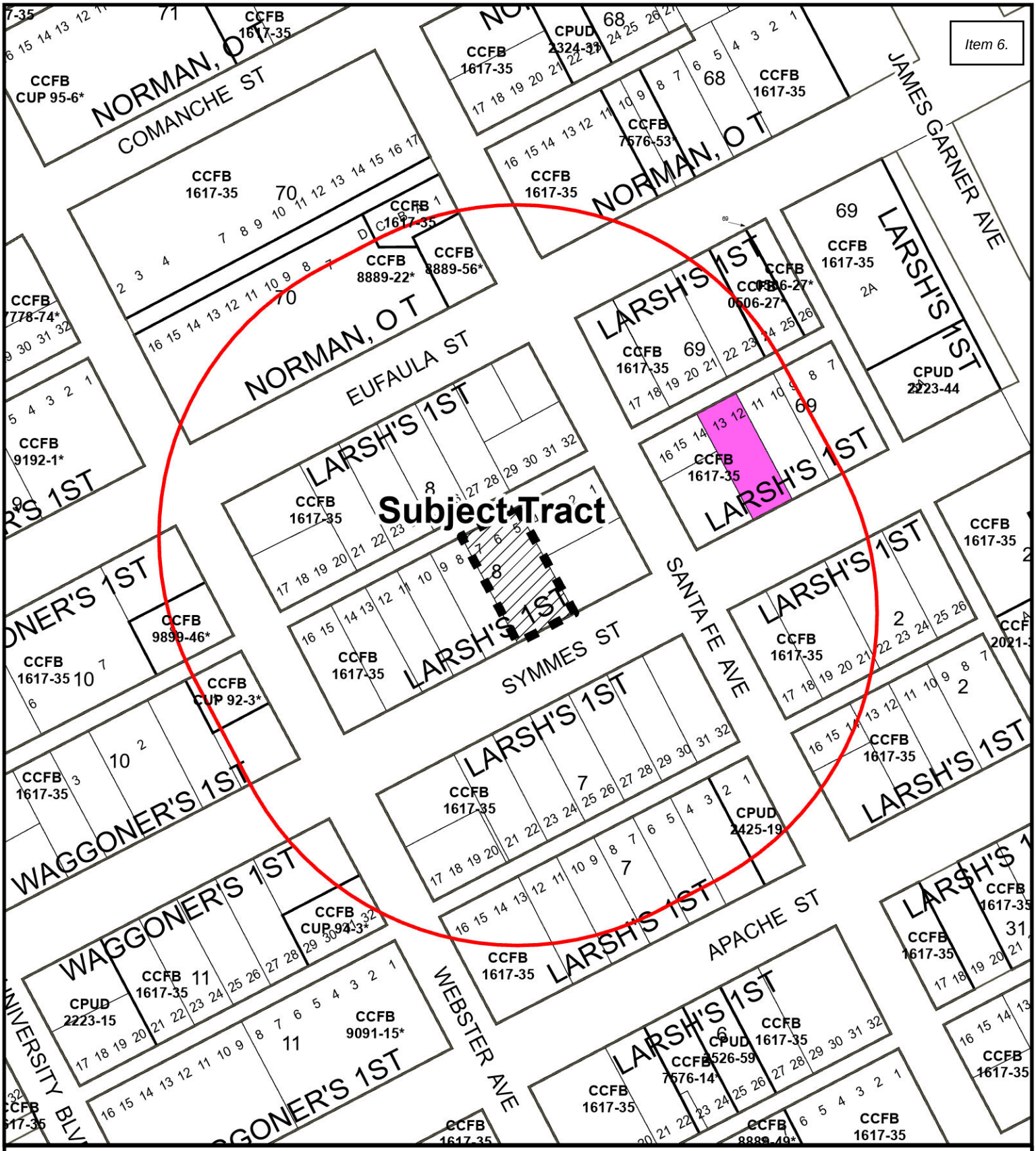
(over →)

Sincerely,

Valerie Asbury
125 West Symmes Street
Norman, OK 73069

Don and Valerie Asbury
Revocable Living Trust

Valerie Asbury, trustee
Don Asbury, trustee



Protest Map

2.1% 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.

N W E S

0 75 150 Feet

October 5, 2026

Subject Tract

Notification Area

Protest

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/8/2026

REQUESTER: 211 W Symmes, LLC

PRESENTER: Anais Starr, Planner II

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2627-11: 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 LOTS FIVE (5), SIX (6) AND SEVEN (7), IN BLOCK EIGHT (8), OF D. L. LARSH'S FIRST ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA FROM CCFBC, CENTER CITY FORM BASED CODE, AND PLACE THE SAME IN A CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (211 W SYMMES; WARD 4)

APPLICANT/REPRESENTATIVE	211 W Symmes, LLC/CSO Development
LOCATION	211 W Symmes Street
WARD	4
CORE AREA	Yes
EXISTING ZONING	Center City Form-Based Code District, Urban Residential Frontage
EXISTING LAND USE DESIGNATIONS	Urban High
CHARACTER AREA	Core Neighborhood
PROPOSED ZONING	CCPUD, Center City Planned Unit Development

PROPOSED LAND USE No Change

SUMMARY:

The applicant, 211 W Symmes, LLC, requests a CCPUD, Center City Planned Unit Development, for the lot located at 211 W Symmes St to utilize a 10-year lease to supply part of the required parking spaces for the multi-unit residential structure currently under construction, as outlined in Appendix B of the CCFBC, Center City Form-Based Code.

The development at 211 W Symmes Street received the required CCFBC Certificate of Compliance and building permit for the site. Construction is currently underway for a 16,665 square feet four-story residential building, as illustrated in Exhibit A, Site Development Plan. This residential structure will contain 12 dwelling units with three bedrooms in each unit. The current CCFBC code for such a development requires 36 parking spaces. With this CCPUD, the applicant is proposing to provide the parking spaces as follows: 23 tandem parking spaces will be provided by an on-site parking area with access off the alleyway, three on-street parking spaces will be installed along W Symmes Street, and 10 off-site parking spaces via a lease. The submitted CCPUD complies with all CCFBC requirements except for the requested use of the attached 10-year parking lease to supply 10 of the required parking spaces for the development.

EXISTING CONDITIONS:

SIZE OF SITE: 0.2410 acres

SURROUNDING PROPERTIES

	Subject Property	North	East	South	West
Zoning	CCFBC (Urban Residential)	CCFBC (Urban Residential)	CCFBC (Urban Residential)	CCFBC (Urban Residential)	CCFBC (Urban Residential)
Land Use	Urban High	Urban High	Urban High	Urban High	Urban High
Current Use	CCFBC Multifamily Dwelling under Construction	Single-Family Dwelling and a CCFBC Multifamily Dwelling	R-3 Multifamily Dwelling	Single-Family Dwelling and Multifamily Dwelling	CCFBC Multifamily Dwelling

ZONING DESIGNATION

CCFBC, Center City Form-Based Code

The goal of Norman Center City Vision Project and Plan was to reset the conversation and provide guidance for future development and redevelopment in Center City. The

CCFBC is intended to implement the purpose and goals of that Plan by providing strong implementation tools for the Center City area.

The CCFBC shall be applied to new, infill development, and redevelopment within the district both in order to achieve the vision set forth for the Center City and to provide a mechanism for implementing the following specific goals, using both public and private sector investments:

- Capitalize on public investment in existing infrastructure.
- Stabilize and strengthen mixed-use commercial centers and residential neighborhoods.
- Create a pedestrian-oriented and multi-modal district.
- Promote, create, and expand housing options.
- Ensure transit-supportive and transit-serviceable development.
- Ensure a complementary relationship with surrounding neighborhoods.

The creation of transit- and pedestrian-oriented development and redevelopment is dependent on three factors: density, diversity of uses, and design. This Code places greatest emphasis on design, or physical form, because of its importance in defining neighborhood and district character. All places evolve—density and uses can be expected to change over time as the area continues to grow and mature.

LAND USE DESIGNATION
Urban High
See attached Urban High Land Use Category document.

CHARACTER AREA DESIGNATIONS
Core Neighborhood
See attached Core Neighborhood Character Area document.

NEAREST PUBLIC PARK
Legacy Trail Park is located approximately a quarter of a mile north and east of the development site. Centennial Park is located less than a quarter of a mile west of the development site. Each of these parks can be accessed using available sidewalks and crosswalks along the streets.

PROCEDURAL REQUIREMENTS:

PRE-DEVELOPMENT:
This request does not require a Pre-Development meeting.

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 blue in these sections represent City Staff analysis.

CITY DEPARTMENTS

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

FIRE DEPARTMENT

Building(s) must comply with the City of Norman Ordinances and adopted ICC codes as amended by OUBCC - including IFC Appendices B, C, and D., specifically D105 regarding required Aerial Access for structures that are 30’ or greater in height. Items not addressed during predevelopment review will be required and addressed during building permitting.

BUILDING REVIEW

Building codes and all applicable trades have been addressed at the time of building permit issuance.

PUBLIC WORKS/ENGINEERING

The subject property is already platted.

The 84% impervious surface proposed for site required engineered solutions to account for additional stormwater runoff. The applicant will be utilizing engineered solutions to mitigate the runoff associated with the additional impervious area. Infiltration trenches located along the side property lines are planned for this site. This solution meets the Low Impact Development requirements found under Section 7000 of the EDC. The CCPUD states the site will comply with Sections 803, 804 & 805 of the CCFBC.

TRANSPORTATION ENGINEER

The Transportation Engineer has no additional comments for this development currently under construction.

PLANNING

ZONING 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 City Form-Based Code.

Uses Permitted

The property will be developed as a four-story, 12-unit multifamily residential structure.

Area Regulations

Front Yard: (fronting W Symmes Street) The proposed four-story residential structure will comply with Required Build Line which is set 9’ behind the front property line for this site.

Side Yard: As required by the CCFBC, the proposed structure will have no side yard setbacks from the adjacent properties to the east and west.

Rear Yard: The minimum depth of the rear yard setback is as shown on the Exhibit A Site Development Plan. The CCFBC does require a minimum rear setback depth for this lot.

Height Regulations

The CCFBC requires a minimum of two stories and allows a maximum of five stories in this area of the Urban Residential Building Form Standard. The development will be a four-story multi-unit residential structure.

Landscaping and Open Space

The CCPUD Site Development Plan shows three Street Trees along W Symmes Street as required under the CCFBC. The development is providing the 15% required Open Space along with the required Landscaping behind Parking Setback Line at the rear of the building as prescribed in the CCFBC. Additionally, Open Space will be provided by the patios located along the front façade of the structure. Landscaping and Open Space are shown on Exhibit A Site Development Plan.

Parking

Under the existing CCFBC, Urban Residential Frontage, a residential structure with 12 residential dwelling units and 36 bedrooms requires 36 parking spaces. At the time of building permit, the applicant provided 23 tandem parking spaces in the parking area off the alleyway, three on-street parking spaces to be installed along W Symmes Street, and 10 off-site parking spaces were provided with a 20-year lease. With this CCPUD the applicant is requesting to utilize the attached 10-year lease agreement.

Lighting

The project shall comply with the requirements of the CCFBC under 402. General Provisions, Section N. Lighting & Mechanical.

Signage

The CCPUD states all signage shall comply with 402. General Provisions, Section M of the CCFBC.

Fencing/Walls

The requirement for CCFBC Street Wall does not apply with this development.

Sanitation/Utilities

The applicant will provide polycarts for the development's solid waste requirements as shown on the Exhibit A, Site Development Plan.

Exterior Materials

The proposed four-story structure will have brick and cement siding as illustrated on the submitted Exhibit A Site Plan.

AIM NORMAN LAND USE CONSIDERATIONS

Please see the attached descriptions from the AIM Norman Land Use Plan.

Overarching General and Non-Residential Policies

The proposal is **consistent** with the Overarching General and Non-Residential Character Area policies, as it proposes high-quality exterior building materials and parking and solid waste sanitation are located to the rear off the alleyway.

Core Neighborhood Policies

The proposal is consistent with Core Neighborhood Area Policies, as it proposes a higher-density infill development similar in scale and character to other developments in

the CCFBC. This infill development will promote alternative modes of transportation with the proposed installation of a five-foot sidewalk along the street frontage, five bike racks in front of the structure on W Symmes Street, and the location of transit stops within two blocks of the development. The development promotes activation of the street space by placing the structure close to the front property line while placing parking and the dumpster off the alleyway. The proposed front patios for residents' use on the W Symmes Street elevation will further encourage activation of the street space.

Urban High Land Use Policies

The proposal is **consistent** with the following Urban High Land Use policies:

- **Context**
- **Building Types**
- **Site Design**
- **Transportation, Circulation & Access**
- **Utility Access**

The CCPUD allows for a residential structure with twelve dwelling units, meeting the density sought by the Urban High Land Use Policy.

The proposed development features a four-story building, which meets the height requirement in the CCFBC regulations and Urban High Land Use Policy. The proposed four-story multi-unit structure is a housing type sought by the Urban High Land Use designation. The four-story brick and cement siding structure with front patios is similar in height and design to other structures found in the CCFBC.

The development meets the connectivity sought by the Urban High designation by providing a public sidewalk allowing residents pedestrian access to the University of Oklahoma and the central business district. Two Embark Transit stops are located along Webster Avenue between W Symmes Street and W Apache Street, approximately one block from the Property. Due to its location and available network of sidewalks and transit, the proposed development has the opportunity for a pedestrian-only mode of transportation. The proposed development meets the transportation and access goals of the Urban High Land Use designation, which encourages pedestrian transportation and connectivity.

This development will utilize the existing utilities available to this site, as called for in 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.

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:

This 12-unit, 36-bedroom development is currently under construction. The development, as permitted, meets the requirements for parking by providing 36 parking spaces as follows: 23 tandem on-site parking spaces at the rear of the property, three on-street spaces along W Symmes Street, and ten off-site parking spaces leased through a 20-year lease agreement.

To fulfill the requirement of parking, staff has required previous CCFBC developments utilizing off-site parking leases to have a minimum of a 20-year term, for 365 days a year, and with signage for the designated parking spaces.

The applicant's request with this CCPUD is to utilize a 10-year lease instead of the 20-year lease currently associated with this property. Additionally, the submitted lease does not clearly state that the off-site parking spaces will be designated by signage and that they will be available 365 days a year.

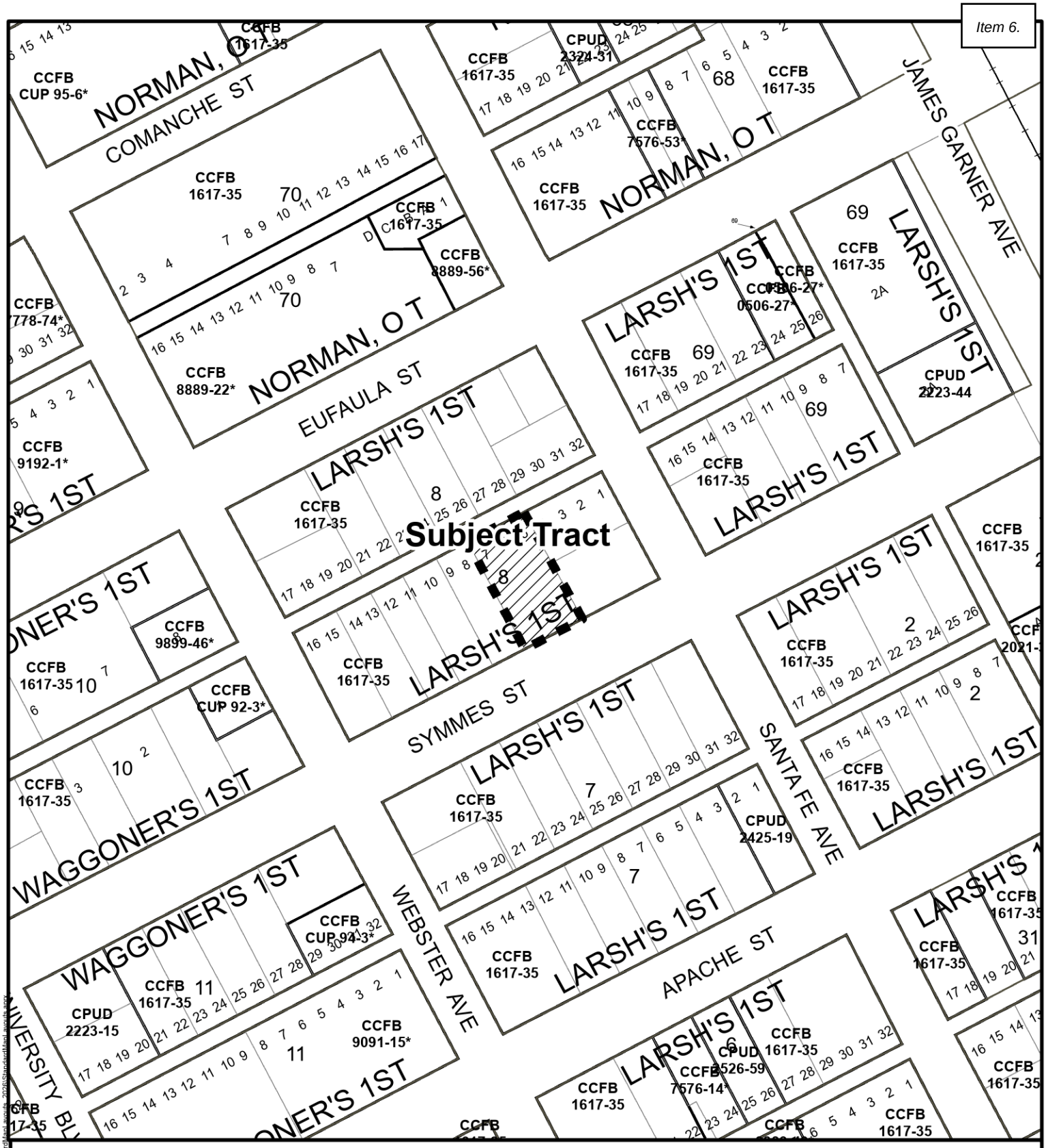
The proposed development aligns with many of the AIM Norman Land Use and Character Area objectives. This development will provide a sought-after multi-unit residential dwelling structure near the University of Oklahoma Campus. The four-story multi-unit structure currently under construction has the essential CCFBC design elements seen in the surrounding CCFBC District, including the building brought forward to the Required Build Line, brick façades, porches for street activation, and required Open Space and Landscaping.

CONCLUSION:

Staff forwards this request for zoning to CCPUD, Center City Planned Unit Development, and Ordinance O-2627-11 to the Planning Commission for consideration and recommendation to City Council.

ATTACHMENT(S):

211 W Symmes St AIM Supporting Documents



Location Map

Subject Tract

September 3, 2026

0 75 150 Ft.

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.

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211 W Symmes

7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2627-11: 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 LOTS FIVE (5), SIX (6) AND SEVEN (7), IN BLOCK EIGHT (8), OF D. L. LARSH'S FIRST ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA FROM CCFBC, CENTER CITY FORM BASED CODE, AND PLACE THE SAME IN A CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (211 W SYMMES; WARD 4)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Supporting AIM Documents
3. Location Map
4. Narrative
5. Site Plan
6. Parking Agreement
7. Protest Map & Letter

Staff Presentation

Anais Starr, Planner II, presented the staff report for the 211 W Symmes project.

Commissioner Brewer sought clarification on who the parking lease was with. Ms. Starr stated the applicant had that information and will include it in his presentation.

Applicant Presentation

Peter Petromilli, the applicant's representative, presented the 211 W Symmes project.

Mr. Petromilli confirmed the parking lease is with First Baptist Church.

Commissioner Kindel sought clarification on if the Church is requiring the lease be for 10 years and if that was why he is requesting that change. Mr. Petromilli confirmed that was correct.

Commissioner Brewer asked about the change from a 20-year to a 10-year parking lease. Mr. Petromilli explained the original plan involved leasing property owned by their group, which would have required demolition to create

additional parking. He stated the church made parking spaces available under a 10-year lease agreement.

Public Comment

There were no public comments.

Commission Discussion

There was no further commission discussion.

Motion to approve made by Commissioner Kindel, Seconded by Commissioner Griffith.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Secretary Parker, Commissioner McDaniel, Commissioner Griffith, Commissioner Kindel

Planning Commission recommended approval of O-2627-11.

File Attachments for Item:

7. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2627-12 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE A TRACT OF LAND BEING IN THE SOUTHWEST QUARTER (SW/4) OF SECTION NINE (9), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA FROM A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE THE SAME IN A PUD, PLANNED UNIT DEVELOPMENT OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3060 CLASSEN BLVD; WARD 7)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 11/10/2026

REQUESTER: LCD Acquisitions, L.L.C.

PRESENTER: Jane Hudson, Planning and Community Development Director

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2627-12 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE A TRACT OF LAND BEING IN THE SOUTHWEST QUARTER (SW/4) OF SECTION NINE (9), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA FROM A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE THE SAME IN A PUD, PLANNED UNIT DEVELOPMENT OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3060 CLASSEN BLVD; WARD 7)

APPLICANT/REPRESENTATIVE	LCD Acquisitions, L.L.C./Rieger Sadler Joyce, L.L.C.
LOCATION	3060 Classen Blvd
WARD	7
CORE AREA	No
EXISTING ZONING	A-2, Rural Agricultural District
EXISTING LAND USE DESIGNATION	TOD, Transit Oriented Development/ULC, Urban Living Center
CHARACTER AREA	Corridor (Gateway)
PROPOSED ZONING	PUD, Planned Unit Development

PROPOSED LAND USE UM, Urban Medium

SUMMARY:

The applicant, LCD Acquisitions, L.L.C., is requesting to rezone approximately 20 acres at 3060 Classen Blvd from A-2, Rural Agricultural District, to a PUD, Planned Unit Development, for the development of a multifamily apartment complex. The applicant is also requesting a land use amendment from TOD, Transit Oriented Development, and ULC, Urban Living Center, to UM, Urban Medium.

EXISTING CONDITIONS:

SIZE OF SITE: 20 acres

SURROUNDING PROPERTIES

	Subject Property	North	East	South	West
Zoning	A-2	A-2 & RM-6	A-2 & C-2	PUD & CO	I-1
Land Use	Transit Oriented Development & Urban Living Center	Transit Oriented Development & Urban Living Center	Urban Living Center	Urban Living Center	Job Center
Current Use	Agriculture, Single-Family Dwelling	University of Oklahoma Vacant Property, E State Highway 9 Right of Way, Multifamily Dwellings	Commercial	Multifamily, Office	Avara Pharmaceutical Services

ZONING DESIGNATION

A-2, Rural Agricultural District

This district is intended to provide a zoning classification for land situated relatively remote from the urban area which is used for agricultural land related purposes and will not be undergoing urbanization in the immediate future. The types of uses, the area and the intensity of use of land which is authorized in this district is designed to encourage and protect all agricultural uses until urbanization is warranted and the appropriate change in district classification is made. Areas included within this district are considered to be sufficiently remote from developed urban areas that exploration for and production of oil and gas will not be hazardous or detrimental to persons and

property within the developed portions of the City. Further, the purpose of the following regulations for properties within the Ten Mile Flat Conservation Area, is to:

- Address unique conditions in the area commonly known as Ten Mile Flat, much of which land lies within the historical floodplain of Ten Mile Creek and the South Canadian River;
- To protect exceptional and irreplaceable natural resources located in the Ten Mile Flat area; and
- To protect against flood damage in the 100-year floodplain and other floodprone areas within the Ten Mile Flat area.

LAND USE DESIGNATIONS

Transit Oriented Development/Urban Living Center

See attached Transit Oriented Development and Urban Living Center Land Use Category documents. The Urban Living Center portion of the property is a vestigial 28' wide strip at the southeast corner that provided access to Classen Blvd for the property's former residential use, and is not intended for development.

CHARACTER AREA DESIGNATION

Corridor

See attached Corridor (Gateway) Character Area document.

NEAREST PUBLIC PARK

Oaktree South Park is approximately 0.3 miles to the north of the subject property and is accessible via sidewalks along 12th Ave SE and Oak Tree Ave.

PROCEDURAL REQUIREMENTS:

PRE-DEVELOPMENT: PD26-24 September 24, 2026

The applicant attended the Pre-Development meeting for this application on September 24, 2026. Please see the attached Pre-Development meeting report.

BOARD OF PARKS COMMISSIONERS: October 1, 2026

The applicant has requested a private park decision for this development. The Board of Parks Commissioners voted to approve the private parkland request with a vote of 6-0.

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 blue in these sections represent City Staff analysis.

CITY DEPARTMENTS

1. Fire Department
2. Building Review
3. Public Works/Engineering
4. Transportation Engineer

5. Planning*
6. Utilities

FIRE DEPARTMENT

Any code items will be addressed during the building permit stage. For code 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

Please see attached report from Engineering regarding the associated preliminary plat request.

TRANSPORTATION ENGINEER

Please see attached report from the Transportation Engineer regarding the associated preliminary plat request.

PLANNING*

ZONING CONSIDERATIONS

PUD, 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 the comprehensive plan of record. The PUD, Planned Unit Development District herein established is intended to provide for greater flexibility in the design of buildings, yards, courts, circulation, and open space than would otherwise be possible through the strict application of other district regulations. In this way, applicants may be awarded certain premiums in return for assurances of overall planning and design quality, or which will be of exceptional community benefit, and which are not now required by other regulations. By permitting and encouraging the use of such procedures, the Planning Commission and City Council will be able to make more informed land use decisions and thereby guide development more effectively in the best interest of the health, safety, and welfare of the City. Specifically, the purposes of this section are to encourage:

- A maximum choice in the types of environment and living units available to the public.
- Provision of more usable and suitably located open space, recreation areas, or other common facilities than would otherwise be required under conventional land development regulations.
- Maximum enhancement and minimal disruption of existing natural features and amenities.

- Comprehensive and innovative planning and design of diversified developments which are consistent with the City's long-range plan and remain compatible with surrounding developments.
- More efficient and economic use of land resulting in smaller networks of utilities and streets, thereby lowering costs.
- Preparation of more complete and useful information which will enable the Planning Commission and City Council to make more informed decisions on land use. The PUD, Planned Unit Development regulations are designed to provide for small- and large-scale developments incorporating a single type or a variety of residential, commercial, industrial, and related uses which are planned and developed as a unit. Such development may consist of individual lots, or it may have common building sites. Private or public common land and open space must be an essential, major element of the development, which is related to, and affects, the long-term value of the homes and other development. A planned unit development shall be a separate entity with a distinct character that respects and harmonizes with surrounding development.

Uses Permitted

The purpose of the proposed PUD is to allow for 190 multifamily units and associated amenities.

Area Regulations

There is a 25' setback along 12th Ave SE, a 5' side yard setback from the north and south property lines, and 20' rear yard setback from the east property line.

Height Regulations

There is a maximum height of three stories for any building within the proposed development.

Landscaping

Landscaping will comply with the applicable regulations of the City of Norman Code of Ordinances.

Parking

Parking and loading areas have been developed at a ratio of one parking space per bedroom, or approximately 3.5 parking spaces per unit, totaling 674 parking spaces. There are 14 proposed accessible parking spaces.

Lighting

The proposed development will comply with Section 36-549, Commercial Outdoor Lighting Standards, as amended.

Signage

The Property may feature two (2) entrance ground signs identifying the residential development. The entrance ground signs shall have a maximum area allowable of 110 square feet per side per sign and shall be located at each entrance to the Property. The entrance ground signs shall have a maximum height of eight (8) feet. In additional to the entrance signage, the Property shall be allowed to contain various directional and wayfinding signage throughout the site, such as signage directing and identifying the following: bicycle parking, scooter parking, leasing office, delivery/pick up locations, future tenant parking, amenity signage, and other similar signage as may be necessary. All signage discussed herein may be backlit or otherwise illuminated with LED or similar lighting. All signage shall be placed in appropriate locations to not interfere with applicable traffic sight triangles. All other signs on the Property will comply with the medium density residential sign standards of the City of Norman Sign Regulations, as amended from time to time.

Screening

Fencing within the proposed development is not required, except where required by Section 36-551, Landscaping Requirements for Off-Street Parking Facilities, as amended. Other fencing is not required but may be installed in accordance with applicable City ordinances, as amended.

Exterior Materials

Buildings within the development may be constructed of brick, stone, synthetic stone, high impact quality stucco or EIFS, fiber cement, masonry, metal accents, and any combination thereof. There is no minimum percentage provided for any of the listed materials.

AIM NORMAN LAND USE CONSIDERATIONS

Please see the attached descriptions from the AIM Norman Land Use Plan.

Overarching General and Residential Character Area Policies

The development is **consistent** with many of the Overarching General and Residential Character Area policies. It proposes a development that features pedestrian connectivity, open space and other recreational amenities, and provides greater housing options while blending with existing nearby residential development.

Corridor (Gateway) Character Area Policies

The proposal is generally **inconsistent** with the Corridor (Gateway) Character Area policies, as it does not promote transit-oriented development through high residential density and mixed uses.

Urban Medium (UM) Land Use Policies

The proposal is **consistent** with the following UM Land Use policies:

- **Building Types**
- **Site Design**
- **Transportation**

- **Utilities**
- **Public Space**
- **Locational Criteria**

The proposal is consistent with the policies of the requested UM Land Use Category, as it features a relatively compact multifamily residential development with pedestrian connectivity to nearby major/minor arterials, outdoor recreational spaces, and a density of 9.5 units per acre. The site also utilizes existing utility access.

Compatibility

	UL	UM	UH	ULC	RR	AR	UR	MX	IMX	CBD	LC	C	JC	TOD	OP	CIV
UL	-	4	3	2	4	4	5	3	3	3	4	3	2	3	5	5
UM	4	-	4	3	2	2	2	4	4	4	5	4	3	4	5	5
UH	3	4	-	4	2	2	1	5	5	5	4	4	4	5	5	5
ULC	2	3	4	-	1	1	1	5	5	4	3	4	4	5	5	5
RR	4	2	2	1	-	5	5	1	1	1	2	1	1	1	5	5
AR	3	2	1	1	5	-	5	1	1	1	2	1	1	1	5	5
UR	5	2	1	1	5	5	-	1	1	1	2	2	2	1	5	5
MX	3	4	5	5	1	1	1	-	5	5	4	5	4	5	5	5
IMX	3	4	5	4	1	1	1	5	-	2	4	5	5	5	3	5
CBD	3	4	5	4	1	2	1	5	2	-	4	2	2	5	4	5
LC	4	5	4	3	2	2	2	4	4	4	-	4	4	4	4	5
C	3	4	4	4	1	2	2	5	5	2	4	-	5	5	3	5
JC	2	3	4	4	1	2	2	4	5	2	4	5	-	4	4	5
TOD	3	4	5	5	1	2	1	5	5	5	4	5	4	-	4	5
OP	5	5	5	5	5	5	5	5	3	4	4	3	4	5	-	5
CIV	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	-

Note: Larger numbers represent a higher level of compatibility between land uses.

	Subject Property	North	East	South	West
Land Use	Urban Medium	Urban Living Center	Urban Living Center	Urban Living Center	Job Center
Rating	-	3	3	3	3

The requested Land Use Category of Urban Medium is generally compatible with the surrounding Land Use Categories. However, Urban Medium has a lower compatibility score than the subject property's existing Transit Oriented Development Land Use Category. A score of 1 indicates the lowest degree of compatibility between two land use categories, while a score of 5 indicates the highest degree of compatibility.

Neighborhood and/or Special Area Plans

This location **is** within a Transit Oriented Development Special Study Area. These Special Study Areas are described within the AIM Norman Land Use Plan as "potential stops along a future commuter rail line."

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.

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:

While the proposal meets the policies of the requested UM, Urban Medium, Land Use Category, it does not meet the policies of the subject property's current majority Land Use Category, TOD, Transit Oriented Development. The TOD Land Use Category was created in anticipation of future passenger rail service between Edmond and Norman. Developments in the TOD Land Use Category are meant to provide high intensity mixed uses at passenger rail stops, with residential densities exceeding 18 units per acre. The proposed PUD only allows for a single-use multifamily residential development with a density of 9.5 units per acre, is just over half of the density called for in the policies of the TOD Land Use Category. In order to align the proposal with the AIM Norman Comprehensive Land Use Plan, the applicant is requesting a land use amendment from TOD, Transit Oriented Development, and ULC, Urban Living Center, to UM, Urban Medium.

CONCLUSION:

Staff forwards this request for rezoning from A-2, Rural Agricultural District, to PUD, Planned Unit Development, and Ordinance O-2627-12 for consideration by City Council.

ATTACHMENT(S):

The Retreat at Norman AIM Supporting Documents

PLANNING COMMISSION RESULTS:

At their meeting on October 8, 2026, the Planning Commission recommended approval of Ordinance O-2627-12, by a vote of 7-0.

O-2627-12

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 A TRACT OF LAND BEING IN THE SOUTHWEST QUARTER (SW/4) OF SECTION NINE (9), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA FROM A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE THE SAME IN A PUD, PLANNED UNIT DEVELOPMENT OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3060 CLASSEN BLVD; WARD 7)

§ 1. WHEREAS, LCD Acquisitions, LLC has made application to have the property described below removed from A-2, Rural Agricultural District, and to have the same placed in PUD, 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 October 8, 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 A-2, Rural Agricultural District, and place the same in PUD, Planned Unit Development to wit:

A tract of land being in the Southwest Quarter (SW/4) of Section Nine (9), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

BEGINNING at a point 1974.79 feet North 00°15'19" East of the southwest corner of the Southwest Quarter (SW/4) of said Section Nine (9);

THENCE North 00°15'19" East a distance of 279.51 feet;

THENCE North 62°24'49" East a distance of 857.69 feet;

THENCE North 89°22'58" East a distance of 579.74 feet;

THENCE South 27°44'11" East a distance of 672.50 feet;

THENCE North 62°30'41" East a distance of 401.67 feet;

THENCE South 27°35'11" East a distance of 28.00 feet;

THENCE South 62°30'41" West a distance of 501.59 feet;

THENCE South 89°23'29" West a distance of 1578.53 feet to the POINT OR PLACE OF BEGINNING, subject to right-of-way easements as mentioned and described in a RECIPROCAL DEED IN PARTITION recorded in Book 464 of Deeds at Page 171.

LESS AND EXCEPT:

A strip, piece or parcel of land lying in part of the Southwest Quarter (SW/4) of Section Nine (9), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, said parcel of land being described by metes and bounds as follows:

BEGINNING at a point on the east present right of way line of 12th Avenue SE a distance of 527.35 feet South 00°13'03" West of and 33.00 feet South 89°46'57" East of the northwest corner of said Southwest Quarter (SW/4);

THENCE South 06°51'02" East a distance of 57.45 feet;

THENCE South 06°39'12" East a distance of 83.01 feet;

THENCE South 89°21'13" West a distance of 17.00 feet to a point said east present right of way line;

THENCE North 00°13'03" East along said east present right of way line a distance of 139.68 feet to the POINT OF BEGINNING.

Said described tract of land contains a gross area of 872,567 square feet or 20.0314 acres, and a net area, less streets rights of way of 862,511 square feet or 19.8005 acres, more or less.

§ 5. Further, pursuant to the provisions of Section 36-509 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 PUD 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.

_____
(Mayor)

NOT ADOPTED this _____day of _____, 2026.

_____
(Mayor)

ATTEST:

_____
(City Clerk)

OVERARCHING POLICIES

These policies are designed for all Character Areas throughout Norman, as applicable.

GENERAL

- Based upon the recommendations of the most recent Stormwater Management Plan (SWMP), improve stormwater management for all development projects.
  - *Improve stormwater and floodplain management with all infill development.*
- Based on the most recent Transportation Plan and Complete Streets Policy, City projects and new development should establish a network of complete streets (see glossary).
- Appropriately regulate development within the floodplains and Stream Planning Corridors via the Floodplain and Water Quality Protection Zones (WQPZ) ordinances.
- Create and uphold quality build and site design standards to bolster community identity and pride.
- Where feasible, new streets and internal streets should follow a grid pattern of small blocks for a more condensed form of development.
- Improve pedestrian and bicycle connectivity, especially between public transit stops and destinations with new projects, redevelopments, or reconfiguration of existing development.
- Amenities such as, but not limited to, seating, public art, natural green space, fountains and other outdoor landscape elements should be included within each development. These amenities should be conscious and considerate of impacts on the natural environment.
- Develop buildings that meet or exceed Universal Design principles.
- Promote building principles such as energy efficiency and renewable energy sources, indoor environmental quality, water conservation, and minimizing impacts on wildlife through space and material optimization and building with resilient design.
- Coordinate all capital improvement projects between all necessary City departments (e.g. transportation, water, wastewater, stormwater, parks).
- Strengthen programming for disseminating information on the City's Fertilizer Ordinance and other pollution prevention initiatives.

RESIDENTIAL

- New residential development should blend with existing housing, incorporating tools such as buffering requirements and right-sized public spaces as defined in land use categories.
- Accommodate a variety of housing styles, sizes, densities, and price points to suit diverse housing needs.
- New residential development should use a variety of techniques to avoid the appearance of identical homes, increasing vibrancy and diversity in the built environment.

NON-RESIDENTIAL

- 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 setting should have an internal pedestrian network between buildings.

CORRIDOR AREAS

CHARACTERISTICS & INTENT

Corridor Areas are developed or undeveloped land on both sides of a roadway; primarily designated, although not limited to, commercial and mixed-use development with auto-centric design. Scale and location affect the type and intensity of these uses. Corridor character is determined by scale and is recognized in three main areas.

Gateway Corridors

Major thoroughfare that serves as an important entrance or means of access to the community marked by orientation of buildings to highway; on-site parking; and large set-backs for buildings. Anticipating high public transit access, including stops and shelters in locations safe for passengers and operations. Interstate-35, North Flood Avenue, Alameda Street, Main Street west of 24th, and Highway 9 are Gateway Corridors managed under this Character Area.

In-Town Corridors

Arterial streets servicing neighborhood needs including commercial, residential, civic, and recreational uses. Already or likely to experience uncontrolled strip development if growth is not properly managed. Anticipating high public transit access, including stops and shelters in locations safe for passengers and operations. These corridors are managed under Suburban Neighborhood Character Area policies and Action Items.

Downtown Corridors

Key commercial areas of transition from auto-centric to pedestrian-friendly design. These corridors are managed under Core Neighborhood Character Area policies and Action Items.

GOALS

- Encourage high-quality destination commercial and mixed-use development that highlights Norman's role as a collegiate town.
- Promote Transit Oriented Development (TOD) design with emphasis on first- and last-mile connections to alternative forms of transportation.

OPPORTUNITIES

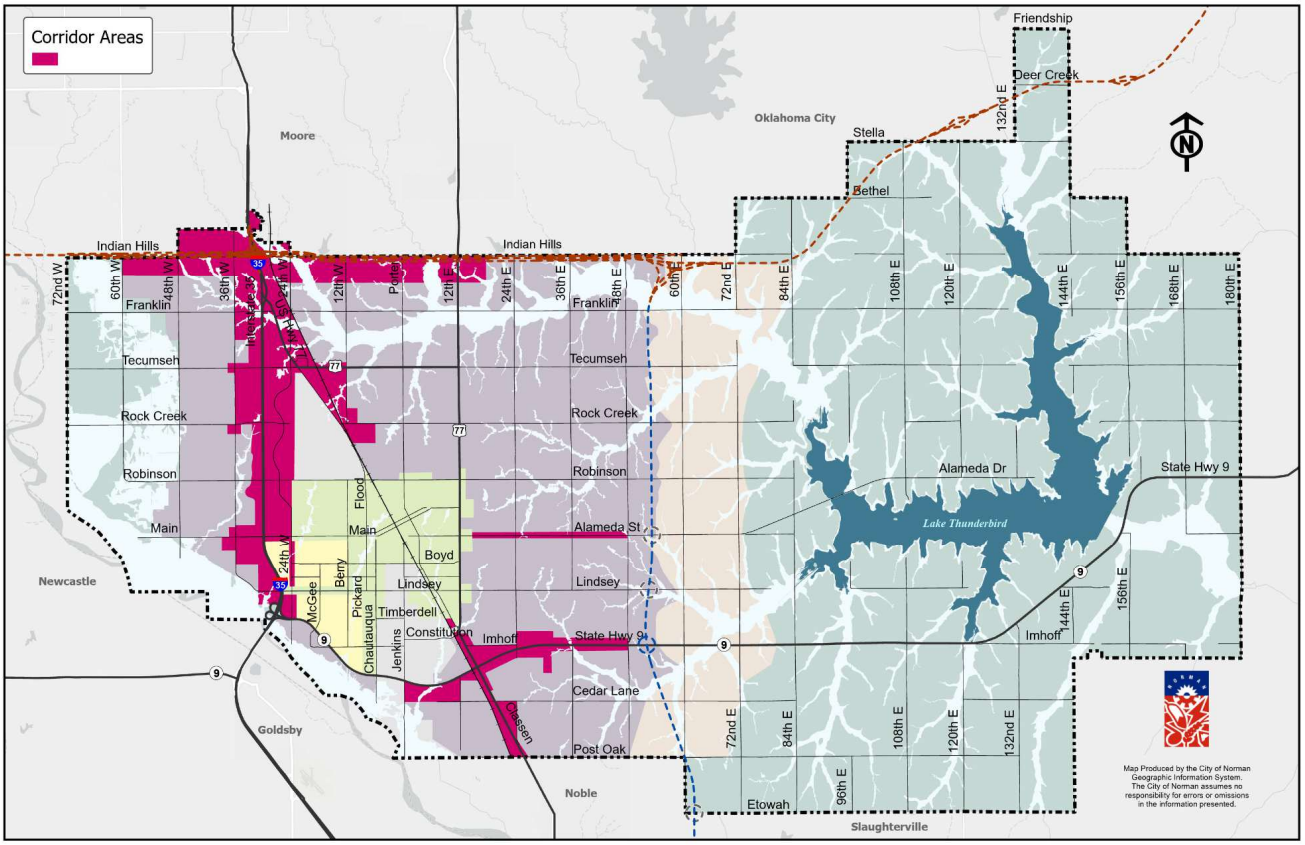
- Access to public transit systems.
- New and redevelopment opportunities.
- Convenient connections to nearby neighborhoods.

CHALLENGES

- Poor existing sidewalk and bike connections, especially to public transit.
- Underused/vacant sites.

POLICIES

- Support the natural phasing out of older and lower-yield commercial and industrial uses with regulations and incentives that support mixed-uses and local businesses.



- Use screening, with natural materials when possible, to lessen noise pollution and visual clutter from existing and future uses along the corridor.
- Promote circulation and manage access to keep traffic flowing by:
  - *Including access along and into properties for vehicles, public transit, pedestrians, and bicyclists during street and interchange improvements.*
  - *Projects should not create fragmented parcels or impede on- and off-site circulation through, to reduce restriction of future development.*
  - *Allowing redevelopment of excess parking areas or commercial building space for residential uses, especially along public transit routes and areas with strong existing or planned pedestrian connections.*
  - *Requiring shared entrances, cross-access, and avoiding multiple access points for new commercial developments at major intersections.*
- Commercial developments should offer both internal and external pedestrian connections, especially between hotels, restaurants, and retail services.
  - *Connections to the corridors and through developments should improve safety for those walking, bicycling, or using mobility devices.*
- Allow redevelopment for high density residential and mixed-residential uses near public transit stops, along pedestrian routes, and where site design does not create secluded enclaves of apartments.
- Add density through development of sites behind properties directly facing streets.
- Retrofit or mask existing strip development or other unsightly features, as necessary.
- Explore requiring that stormwater management and detention have lower impact than historic stormwater conditions for all new or redevelopment along corridors.

ACTION ITEMS

- Complete corridor-specific plans for Ed Noble Parkway and the potential Transit Oriented Development (TOD) sites that identify residential development opportunities that have good access management, improved site design, and low impact transitions to non-residential uses.
- Offer wayfinding and gateway features that welcome and orient visitors.
- Conduct a parking study with intent to reduce parking abundance by evaluating the amount of parking needed at the development or block level rather than at the individual business level.
- Establish incentives for the I-35 Corridor that:
  - *Elevate the image of the community as compared to other sections of the I-35 corridor in the metropolitan area. Examples may include, but are not limited to: limiting signage and low-quality building materials, increasing landscaping features, showcasing renewable energy, and/or featuring public art and lighting.*
  - *Improve efficiency of land use in the area and avoid large expanses of parking and disconnected uses.*
- Update regulations to:
  - *Emphasize community aesthetics, high-quality building design and materials, and image for Gateway Corridors.*
  - *Protect and/or preserve wetlands and wildlife habitat when developing east towards the 2045 Reserve.*
  - *Streamline projects that increase cross access between land uses and/or properties.*
- Elevate the image of all Gateway Corridors from the roadway. Examples may include, but are not limited to: limiting signage and low-quality building materials, increasing landscaping features, showcasing renewable energy, and/or featuring public art and lighting.

LAND USE CATEGORY

Urban Medium (UM)

DESCRIPTION & CONTEXT

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.

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.

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.

TRANSPORTATION NETWORK, CIRCULATION & ACCESS

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.

Projected: A highly connected multi-modal network is required to support the current and future needs of these important areas. Improving access for active transportation will be a priority, including modernizing multi-modal infrastructure.

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.

PUBLIC SPACE TYPES

This UM Land Use supports a variety of public spaces including parks of various sizes, regional trails, and walking paths.

LOCATIONAL CRITERIA

- Large commercial building footprints (≥ 10,000 sq. ft.) weaken the development pattern and are not appropriate, except along arterials and at arterial intersections.
- Lower intensity residential uses are not appropriate along arterial streets and should be located behind higher intensity residential, commercial, or mixed-use developments along arterial streets. Low intensity residential uses shall be adequately buffered or spaced from intensities posing adverse effects including noise, odors, air and light pollution, and heavy traffic.
- Urban Medium is most compatible adjacent to: UL, UH, LCC, JC, TOD, and OP.
- Urban Medium is least compatible adjacent to: AR and requires additional buffering from uses that generate more noise, odors, air and light pollution, and heavy traffic.

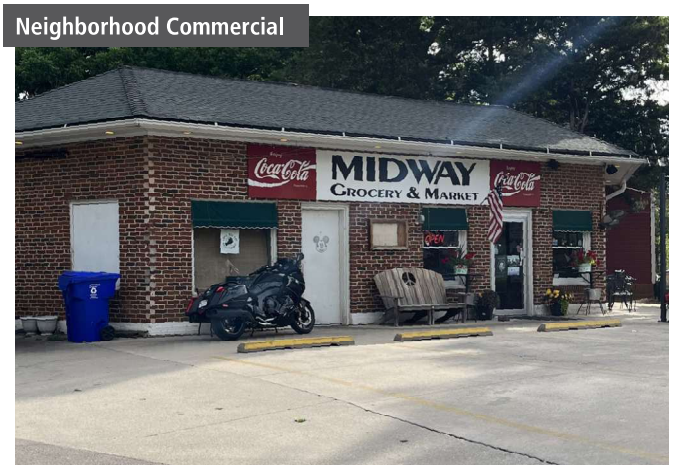
ZONING DISTRICTS

RM-2	RM-6	R-2	R-3	RO	O-1	CO	C-1				
PUD	SPUD	MUD	RM-4	C-2							
A-1	A-2	RE	R-1	R-1-A	RM-4	TC	CR	C-3	I-1	I-2	M-1

Small-Lot Single Units in Oklahoma City, OK



Neighborhood Commercial



LAND USE CATEGORY

Urban Living Center (ULC)

DESCRIPTION & CONTEXT

Most compact, walkable pattern of urban development. Low to no building spacing and separation of uses. Vibrant urban areas with an intense mix of uses that not only support residents and employers but leverage their location to attract visitors from throughout the region.

- Urban Living Center areas strive for a balance of residential and non-residential uses and predominance of mixed-use development of compatible densities and scales. Current market conditions and demand for housing over commercial spaces will likely result in a slightly higher mix of residential in these areas.
- Gross densities in any single development should be greater than 18 units per acre.

BUILDING TYPES

- Large and medium 4 to 5+ story buildings are common. It is anticipated that various articulations, scales, and architectural styles will create cohesive and compact sites with clear connections to other destinations.
- Public and private spaces (i.e. balconies, recreational roof decks, outdoor dining, etc.) are clearly defined and cultivate a sense of place.
- Mixed-use buildings that include retail, work-spaces, and residences are the most common.
- Single-use buildings are undesirable and should be limited, or avoided altogether.

SITE DESIGN

- The scale and layout of the built environment are very conducive to walking. Trails and pathways 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.
- Design features, such as street/sidewalk level windows, should make larger scale structures appropriate at the pedestrian level.
- 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 expand and maximize the public infrastructure available in this area.

TRANSPORTATION NETWORK, CIRCULATION & ACCESS

This area features a 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. Many housing options offer private parking rather than relying on street parking. Most of these areas have, or will have, easy access to public transportation (adjacent to or less than one quarter-mile walk of a stop). Improving access for pedestrians and bicyclists will continue to be a priority, including modernizing multi-modal infrastructure.

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.

PUBLIC SPACE TYPES

Appropriately scaled public spaces including small parks, plazas, parklets, regional trail connections, and walking paths. Pedestrian amenities are commonly integrated into public and private projects.

LOCATIONAL CRITERIA

- Large building footprints (>12,500 SF) compromise the development pattern and are not appropriate, except at arterial intersections and along major thoroughfares.
- Medium intensity residential uses should be discouraged along arterial streets and should be located behind higher intensity residential, commercial, or mixed-use developments along arterial streets.
- Urban Living Center is most compatible adjacent to: UH, MX, IMX, CBD, LCC, C, JC, TOD, and OP.
- Urban Living Center is least compatible adjacent to: RR, AR, and UR and requires additional buffering from uses that generate more noise, odors, air and light pollution, and heavy traffic.

ZONING DISTRICTS

RM-2	RM-6	R-3	RO	O-1	CO	C-1	C-2	C-3	MUD		
PUD	SPUD										
A-1	A-2	RE	R-1	R-1-A	R-2	RM-4	TC	CR	I-1	I-2	M-1

Mixed-Use; Prairie Queen, Papillion, NE



Commercial; Wheeler District, Oklahoma City, OK



LAND USE CATEGORY

Transit Oriented Development (TOD)

DESCRIPTION & CONTEXT

Includes a variety of concentrated urban uses that can be both origin and destinations points – a mix of office, commercial, service, and office oriented businesses that both serve residents living in the area and may be a workplace destination from outside the immediate area. Each of these areas has unique qualities that require individual guiding plans that include land use, density, and urban design characteristics that emphasize connection and walkability.

- TOD areas should be a mix of residential and non-residential uses with a large number of residential units that want convenient transit to jobs and destinations.
- Gross densities in any single development should be greater than 18 units per acre.

BUILDING TYPES

- Varied, mixed-use buildings are appropriate on a number of scales.
- It is anticipated that various articulations, scales, and architectural styles will create cohesive and compact sites with clear connections to other locations and transportation modes.

SITE DESIGN

- The initial activity in this land use should be flexible enough, in terms of articulation, massing, and accommodated modes of transportation, that it can exist without the presence of the rail transit component.
- Commercial, residential, and other uses should be closely integrated and mixed with clear, convenient connections between buildings.
- Due to the close integration with residential uses, stormwater features and regulations should be consistent across uses.
- Some locations may warrant 2-3 story parking decks serving multiple campuses or areas.

TRANSPORTATION NETWORK, CIRCULATION & ACCESS

Automobiles are accommodated within TODs but must not dominate a project's urban environments. Regional shared use trails can have some of the same catalytic influence as major public transportation facilities. Substantial office and employment centers with a high concentration of employees should focus on arrival by transit rather than car. Projects should provide clear pedestrian and bicycle paths to and from the transit station or stop.

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.

PUBLIC SPACE TYPES

Primarily focused on providing comfortable places for passengers to gather; open space plazas accommodating active transportation and community gathering to break up more intense design patterns.

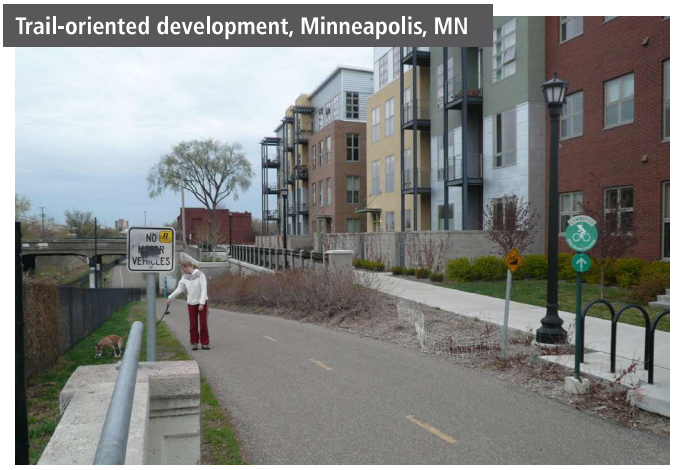
LOCATIONAL CRITERIA

- Located around the proposed commuter rail stations or other facilities that involve points of high access to public transportation such as transit centers or high performance transit lines like bus rapid transit (BRT).
- Provides convenient access and/or integration with trail connections.
- Transit Oriented Development is most compatible adjacent to: UL, UM, UH, ULC, MX, IMX, CBD, LCC, C, JC, OP, and CIV.
- Transit Oriented Development is least compatible adjacent to: RR, AR, and UR.

ZONING DISTRICTS

PUD	SPUD	RM-2	RM-6	R-3	C-1	C-2	C-3	MUD						
A-1	A-2	RE	R-1	R-1-A	R-2	RM-4	RO	O-1	CO	TC	CR	I-1	I-2	M-1

Trail-oriented development, Minneapolis, MN



Mixed density development near T stop, Boston, MA



The Retreat at Norman

A Planned Unit Development
Norman, Oklahoma

Applicant:
LCD Acquisitions, LLC

APPLICATION FOR:

PLANNED UNIT DEVELOPMENT
PRELIMINARY PLAT

Submitted September 1, 2026
Revised October 2, 2026

PREPARED BY:

Rieger Sadler Joyce LLC
136 Thompson Drive
Norman, Oklahoma 73069

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A. Legal Description of the Property
B. Preliminary Site Development Plan
C. Allowable Uses
D. Preliminary Plat
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I. INTRODUCTION

LCD Acquisitions, LLC (the "**Applicant**") intends to rezone and preliminary plat the property located at 3060 Classen Boulevard, Norman, Oklahoma, as more particularly described on **Exhibit A** (the "**Property**"), to a Planned Unit Development ("**PUD**") in order to develop a multifamily residential community. The Property contains approximately twenty (20) acres, and a preliminary conceptual site development plan (the "**Site Development Plan**") of the proposed development has been attached hereto as **Exhibit B**.

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

A. Location

The Property is located at 3060 Classen Boulevard, which is generally situated south of State Highway 9 between 12th Avenue SE and the BNSF Railroad, as is more particularly shown on the attached exhibits.

B. Existing Land Use and Zoning

The Property is currently zoned A-2, Rural Agricultural District. The Property consists of unimproved land with the exception of existing structures on the southern edge of the Property.

The surrounding properties to the south are zoned PUD, Planned Unit Development, and CO, Suburban Office Commercial District. The properties to the north are zoned A-2, Rural Agricultural District, and across State Highway 9, are zoned RM-6: Medium Density Apartment. The properties to the east are zoned C-2, General Commercial District. The property to the west is zoned I-1, Light Industrial District.

C. Elevation and Topography

The Property is generally flat, containing elevations between 1163ft and 1150ft.

D. Drainage

A drainage report has been provided by the Applicant to City Staff as part of the Preliminary Plat application. The Applicant proposes stormwater and drainage management systems that will meet or exceed the City's applicable ordinances.

E. Utility Services

All necessary utilities for this project 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 Applicant as such are required by applicable City codes.

G. Traffic Circulation and Access

Access to the Property shall be permitted in the manner depicted on the attached Site Development Plan.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property shall be developed in general compliance with the Site Development Plan, attached hereto as **Exhibit B**, subject to final design development and the changes allowed by Section 36-509(g) of the City of Norman's PUD Ordinance, as may be amended from time to time. The Exhibits attached hereto, and as submitted on behalf of the Applicant, are incorporated herein by reference and further depict the development criteria for the Property.

A. Uses Permitted:

The Property will be developed into a multifamily residential development containing approximately 190 units with accompanying uses. A complete list of the allowable uses for the Property is attached as **Exhibit C**.

B. Development Criteria:

1. Building Height

Any building on the Property shall be allowed to reach a maximum height of three (3) stories, excluding any subgrade elements as well as any necessary roof top mechanical units, equipment, screening, or parapet walls.

2. Area Regulations

The Property shall comply with the setbacks shown on the Site Development Plan. There shall be a twenty-five foot (25') setback along 12th Avenue SE. There shall be a five foot (5') side yard setback, and there shall be a twenty foot (20') rear yard setback.

3. Exterior Materials

The exterior of the building may be constructed of brick, stone, synthetic stone, high impact quality stucco or EIFS, fiber cement, masonry, metal accents, and any combination thereof.

4. Sanitation

Sanitation services for the Property will comply with the City of Norman's sanitation ordinances, rules, and regulations. Trash dumpsters and/or trash compactors will be located as depicted on the Site Development Plan or in locations as may be approved by City sanitation services.

5. Signage

The Property may feature two (2) entrance ground signs identifying the residential development. The entrance ground signs shall have a maximum area allowable of 110 square feet per side per sign and shall be located at each entrance to the Property. The entrance ground signs shall have a maximum height of eight (8) feet. In additional to the entrance signage, the Property shall be allowed to contain various directional and wayfinding signage throughout the site, such as signage directing and identifying the following: bicycle parking, scooter parking, leasing office, delivery/pick up locations, future tenant parking, amenity signage, and other similar signage as may be necessary. All signage discussed herein may be backlit or otherwise illuminated with LED or similar lighting. All signage shall be placed in appropriate locations to not interfere with applicable traffic sight triangles. All other signs on the Property will comply with the medium density residential sign standards of the City of Norman Sign Regulations, as amended from time to time.

6. Open Space

Open space and green space areas are located throughout the Property, as shown on the Green Space Exhibit, attached hereto as **Exhibit E**. The Property will contain approximately six (6) acres of green space comprising approximately 35% of the total area of the Property.

7. Parking

Parking for the Property may be developed in general compliance with the parking layout shown on the Site Development Plan. The Property shall comply with the City of Norman's applicable parking ordinances, as amended from time to time.

8. Exterior Lighting

All exterior lighting shall comply with the applicable provisions of the City of Norman's Commercial Outdoor Lighting Standards, as the same may be amended from time to time.

9. Landscaping and Fencing

Landscaping shall be provided and maintained in conformity to Section 36- 551, Landscaping Requirements for Off-Street Parking Facilities, of the City of Norman's Zoning Ordinance, as may be amended from time to time. Fencing shall not be required on the Property but may be installed around the perimeter of the Property. Fencing placement and height shall comply with applicable City ordinances, as amended from time to time.

10. Phasing

It is initially anticipated the Property will be developed in a single phase. However, the timing and number of phases will be determined by market demand and absorption rates and shall comply with Norman City Code 36-509, PUD, Planned Unit Developments, as may be amended from time to time.

EXHIBIT A

Legal Description of the Property

A tract of land being in the Southwest Quarter (SW/4) of Section Nine (9), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

BEGINNING at a point 1974.79 feet North 00°15'19" East of the southwest corner of the Southwest Quarter (SW/4) of said Section Nine (9);

THENCE North 00°15'19" East a distance of 279.51 feet;

THENCE North 62°24'49" East a distance of 857.69 feet;

THENCE North 89°22'58" East a distance of 579.74 feet;

THENCE South 27°44'11" East a distance of 672.50 feet;

THENCE North 62°30'41" East a distance of 401.67 feet;

THENCE South 27°35'11" East a distance of 28.00 feet;

THENCE South 62°30'41" West a distance of 501.59 feet;

THENCE South 89°23'29" West a distance of 1578.53 feet to the POINT OR PLACE OF BEGINNING, subject to right-of-way easements as mentioned and described in a RECIPROCAL DEED IN PARTITION recorded in Book 464 of Deeds at Page 171.

LESS AND EXCEPT:

A strip, piece or parcel of land lying in part of the Southwest Quarter (SW/4) of Section Nine (9), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, said parcel of land being described by metes and bounds as follows:

BEGINNING at a point on the east present right of way line of 12th Avenue SE a distance of 527.35 feet South 00°13'03" West of and 33.00 feet South 89°46'57" East of the northwest corner of said Southwest Quarter (SW/4);

THENCE South 06°51'02" East a distance of 57.45 feet;

THENCE South 06°39'12" East a distance of 83.01 feet;

THENCE South 89°21'13" West a distance of 17.00 feet to a point said east present right of way line;

THENCE North 00°13'03" East along said east present right of way line a distance of 139.68 feet to the POINT OF BEGINNING.

Said described tract of land contains a gross area of 872,567 square feet or 20.0314 acres, and a net area, less streets rights of way of 862,511 square feet or 19.8005 acres, more or less.

EXHIBIT B

Preliminary Site Development Plan
Full Size Documents Submitted to City Staff

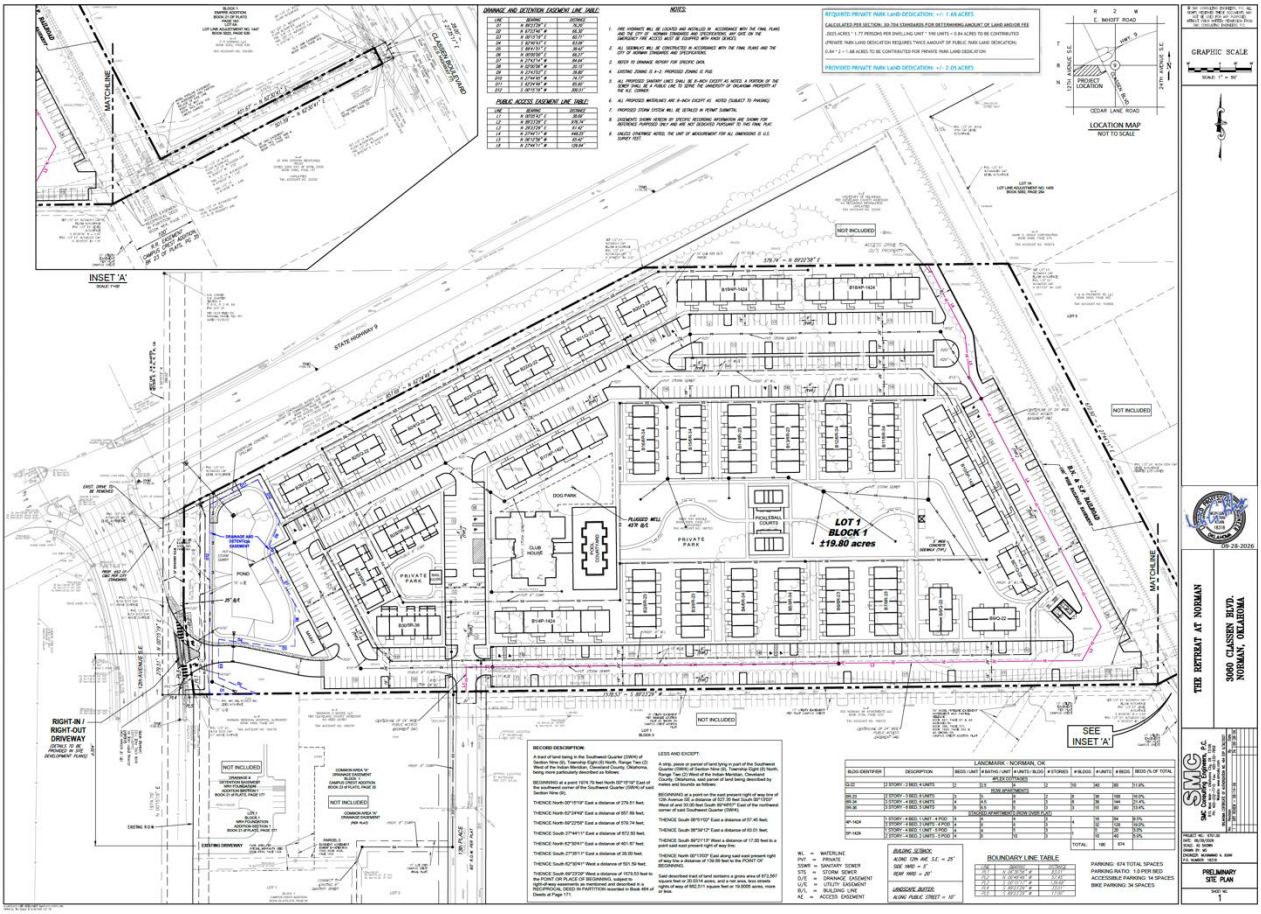


EXHIBIT C

Allowable Uses

- Apartment buildings
- Accessory buildings related to the maintenance and operation of the Property
- Leasing offices, pool areas, dog parks, sports courts, walking trails, fitness stations, outdoor grill areas, and similar recreational amenities for the residents of the development

EXHIBIT D

Preliminary Plat
Full Size Documents Submitted to City Staff

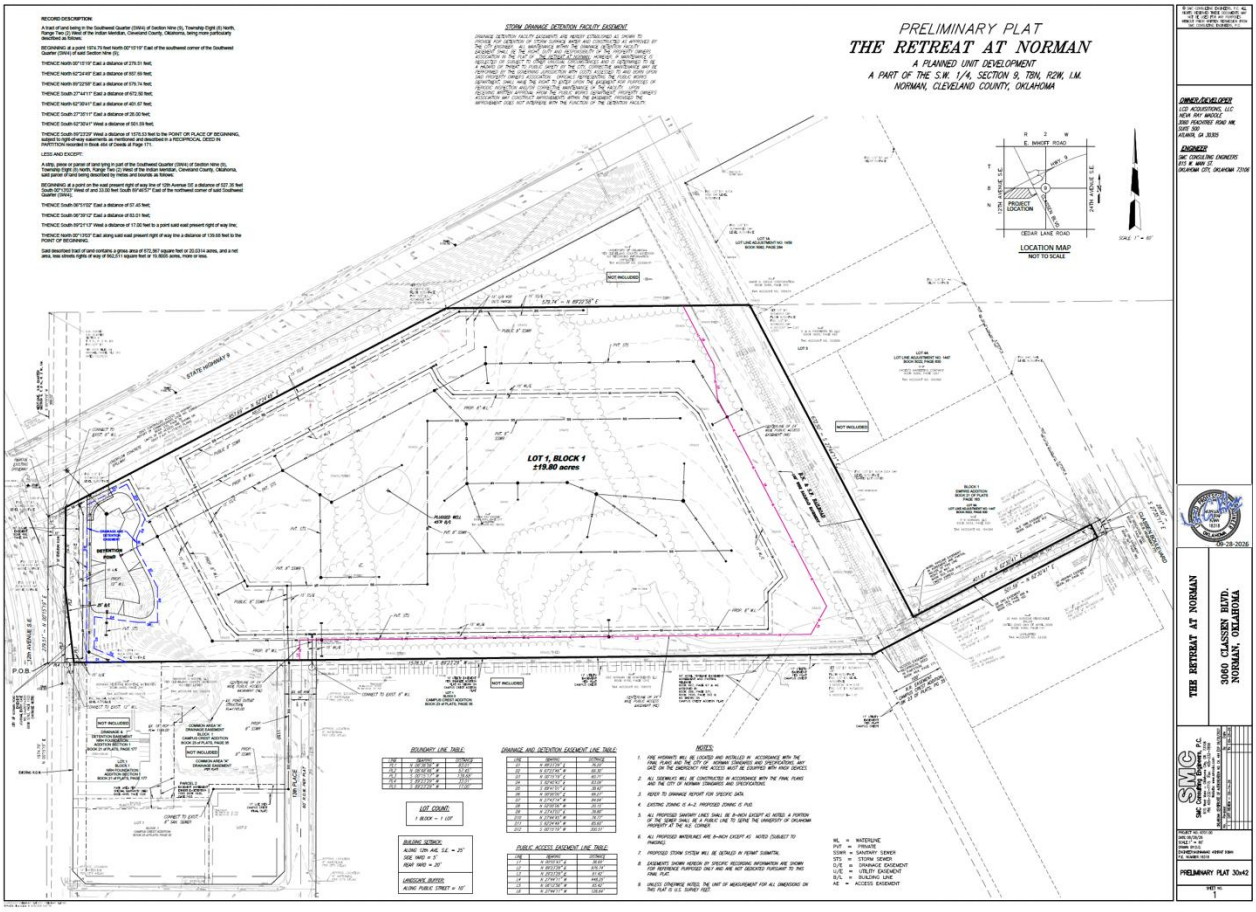
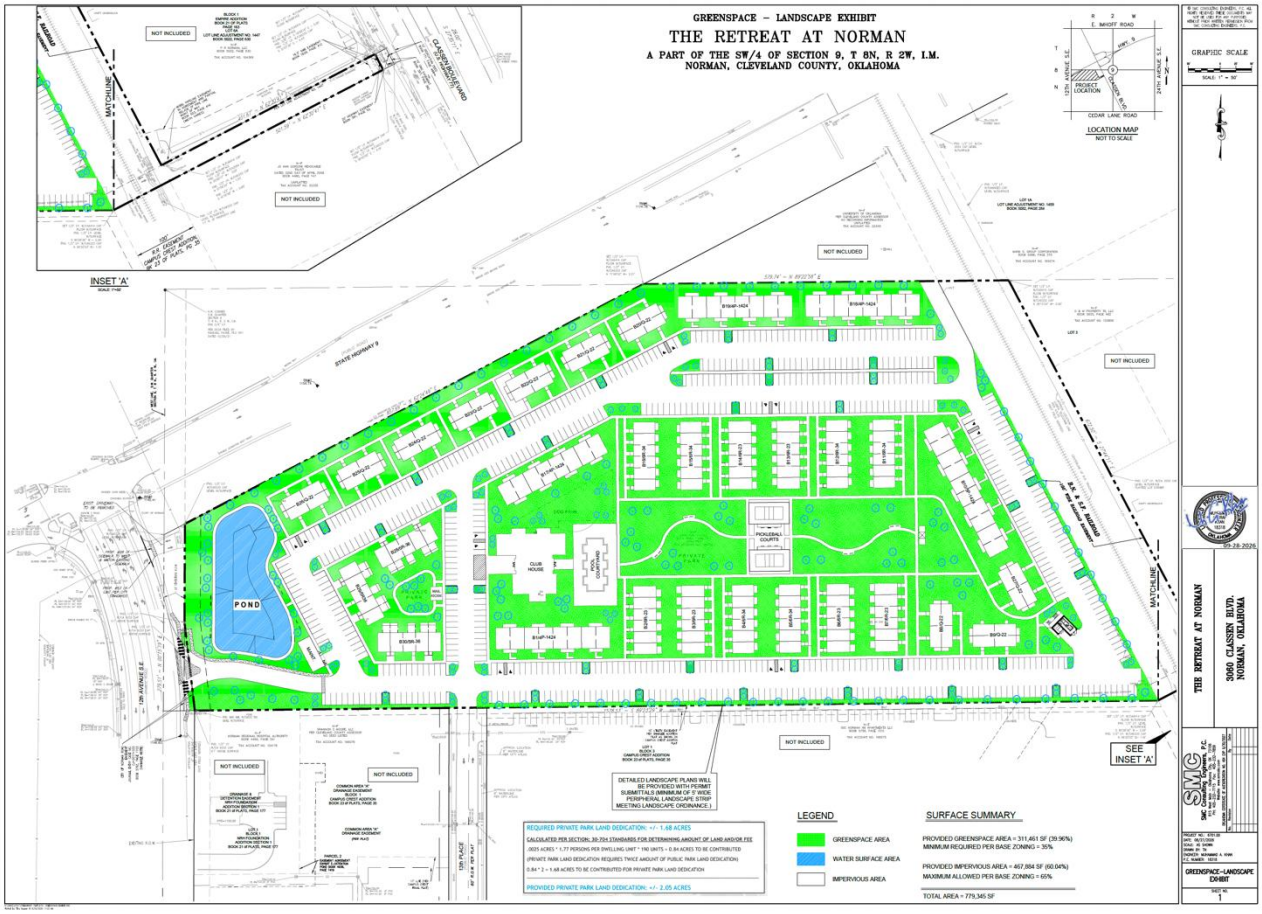
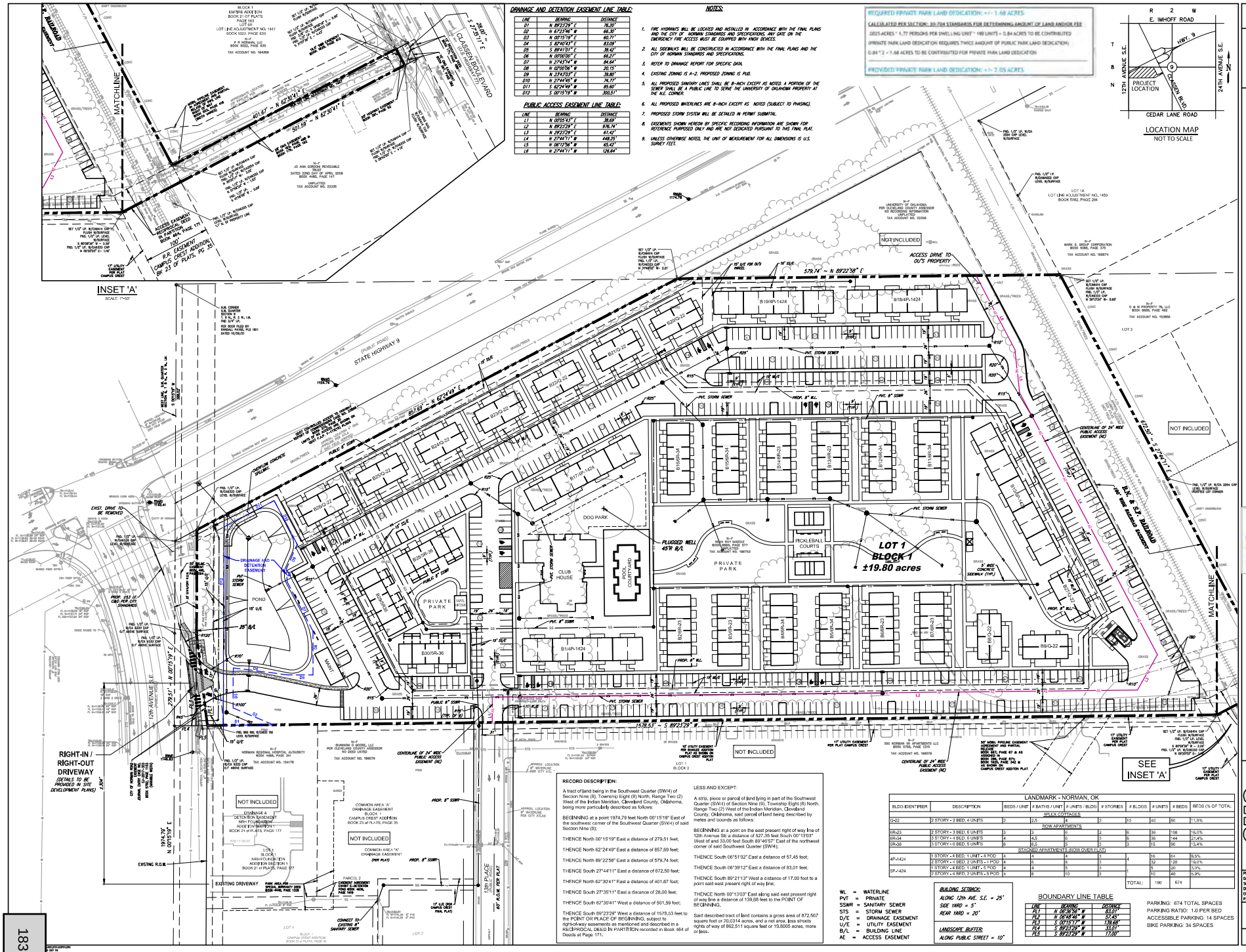


EXHIBIT E

Green Space Exhibit
Full Size Documents Submitted to City Staff





DRAINAGE AND DETENTION EASEMENT LINE TABLE:

LINE	BEARING	DISTANCE
D1	N 89°23'29" E	76.20'
D2	N 67°23'46" W	44.30'
D3	N 00°15'19" E	60.71'
D4	S 82°40'43" E	83.09'
D5	S 89°41'01" E	38.42'
D6	N 00°00'00" E	66.21'
D7	N 27°43'14" W	84.64'
D8	N 02°00'06" W	20.15'
D9	N 23°41'03" E	39.80'
D10	N 27°44'45" W	74.77'
D11	S 62°34'49" W	85.60'
D12	S 00°15'19" E	350.51'

PUBLIC ACCESS EASEMENT LINE TABLE:

LINE	BEARING	DISTANCE
L1	N 00°05'43" E	38.69'
L2	N 89°23'29" E	976.74'
L3	N 29°23'29" E	61.43'
L4	N 27°44'11" W	448.25'
L5	N 06°12'56" W	65.42'
L6	N 27°44'11" W	126.64'

NOTES:

1. FIRE HYDRANTS WILL BE LOCATED AND INSTALLED IN ACCORDANCE WITH THE FINAL PLANS AND THE CITY OF NORMAN STANDARDS AND SPECIFICATIONS. ANY GATE ON THE EMERGENCY FIRE ACCESS MUST BE EQUIPPED WITH KNOX DEVICES.
2. ALL SIDEWALKS WILL BE CONSTRUCTED IN ACCORDANCE WITH THE FINAL PLANS AND THE CITY OF NORMAN STANDARDS AND SPECIFICATIONS.
3. REFER TO DRAINAGE REPORT FOR SPECIFIC DATA.
4. EXISTING ZONING IS A-2, PROPOSED ZONING IS PUD.
5. ALL PROPOSED SANITARY LINES SHALL BE 8-INCH EXCEPT AS NOTED. A PORTION OF THE SEWER SHALL BE A PUBLIC LINE TO SERVE THE UNIVERSITY OF OKLAHOMA PROPERTY AT THE N.E. CORNER.
6. ALL PROPOSED WATERLINES ARE 8-INCH EXCEPT AS NOTED (SUBJECT TO PHASING).
7. PROPOSED STORM SYSTEM WILL BE DETAILED IN PERMIT SUBMITTAL.
8. EASEMENTS SHOWN HEREON BY SPECIFIC RECORDING INFORMATION ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE NOT DEDICATED PURSUANT TO THIS FINAL PLAT.
9. UNLESS OTHERWISE NOTED, THE UNIT OF MEASUREMENT FOR ALL DIMENSIONS IS U.S. SURVEY FEET.

REQUIRED PRIVATE PARK LAND DEDICATION: +/- 1.68 ACRES

CALCULATED PER SECTION: 30-704 STANDARDS FOR DETERMINING AMOUNT OF LAND AND/OR FEE

(.0025 ACRES * 1.77 PERSONS PER DWELLING UNIT * 190 UNITS = 0.84 ACRES TO BE CONTRIBUTED)

(PRIVATE PARK LAND DEDICATION REQUIRES TWICE AMOUNT OF PUBLIC PARK LAND DEDICATION)

0.84 * 2 = 1.68 ACRES TO BE CONTRIBUTED FOR PRIVATE PARK LAND DEDICATION

PROVIDED PRIVATE PARK LAND DEDICATION: +/- 2.05 ACRES

R 2 W
E. IMHOFF ROAD
HWY. 9
T 8 N
12TH AVENUE S.E.
24TH AVENUE S.E.
CLASSEN BLVD.
PROJECT LOCATION
CEDAR LANE ROAD

LOCATION MAP
NOT TO SCALE

RECORD DESCRIPTION:

A tract of land being in the Southwest Quarter (SW/4) of Section Nine (9), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

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THENCE North 62°30'41" East a distance of 401.87 feet;

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THENCE South 89°23'29" West a distance of 1578.53 feet to the POINT OR PLACE OF BEGINNING, subject to rights-of-way easements as mentioned and described in a RECIPROCAL DEED IN PARTITION recorded in Book 464 of Deeds at Page 171;

LESS AND EXCEPT:

A strip, piece or parcel of land lying in part of the Southwest Quarter (SW/4) of Section Nine (9), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, said parcel of land being described by metes and bounds as follows:

BEGINNING at a point on the east present right of way line of 12th Avenue SE a distance of 527.35 feet South 00°15'03" West of and 33.00 feet South 89°46'57" East of the northwest corner of said Southwest Quarter (SW/4);

THENCE South 06°51'02" East a distance of 57.45 feet;

THENCE South 06°39'12" East a distance of 83.01 feet;

THENCE South 89°21'13" West a distance of 17.00 feet to a point said east present right of way line;

THENCE North 00°13'03" East along said east present right of way line a distance of 139.68 feet to the POINT OF BEGINNING.

Said described tract of land contains a gross area of 872,567 square feet or 20.0314 acres, and a net area, less streets rights of way of 862,511 square feet or 19.8005 acres, more or less.

WL = WATERLINE
PVT = PRIVATE
SSWR = SANITARY SEWER
STS = STORM SEWER
D/E = DRAINAGE EASEMENT
U/E = UTILITY EASEMENT
B/L = BUILDING LINE
AE = ACCESS EASEMENT

BUILDING SETBACK:
ALONG 12th AVE. S.E. = 25'
SIDE YARD = 5'
REAR YARD = 20'

LANDSCAPE BUFFER:
ALONG PUBLIC STREET = 10'

LANDMARK - NORMAN, OK

BLDG IDENTIFIER	DESCRIPTION	BEDS / UNIT	# BATHS / UNIT	# UNITS / BLDG	# STORIES	# BLDGS	# UNITS	# BEDS	BEDS (% OF TOTAL)
	4PLEX COTTAGES								
G-22	2 STORY - 2 BED, 4 UNITS	2	2.5	4	2	10	40	80	11.9%
	ROW APARTMENTS								
BR-23	2 STORY - 3 BED, 6 UNITS	3	3	6	2	6	36	108	16.0%
BR-34	3 STORY - 4 BED, 8 UNITS	4	4.5	8	3	6	36	144	21.4%
BR-36	3 STORY - 6 BED, 5 UNITS	6	6.5	5	3	3	15	90	13.4%
	STACKED APARTMENTS (ROW OVER FLAT)								
4P-1424	1 STORY - 4 BED, 1 UNIT - 4 POD	4	4	4	1	16	64	256	9.5%
	2 STORY - 4 BED, 2 UNITS - 4 POD	4	8	8	2	4	32	128	19.0%
5P-1424	1 STORY - 4 BED, 1 UNIT - 5 POD	4	4	5	1	1	5	20	3.0%
	2 STORY - 4 BED, 2 UNITS - 5 POD	4	8	10	2	1	10	40	5.9%
						TOTAL:	190	674	

BOUNDARY LINE TABLE

LINE	BEARING	DISTANCE
PL1	N 06°39'56" W	83.01'
PL2	N 06°48'46" W	57.45'
PL3	S 00°15'51" W	139.68'
PL4	S 89°21'29" W	17.01'
PL5	S 89°23'29" W	17.00'

PARKING: 674 TOTAL SPACES
PARKING RATIO: 1.0 PER BED
ACCESSIBLE PARKING: 14 SPACES
BIKE PARKING: 34 SPACES

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GRAPHIC SCALE
SCALE: 1" = 50'

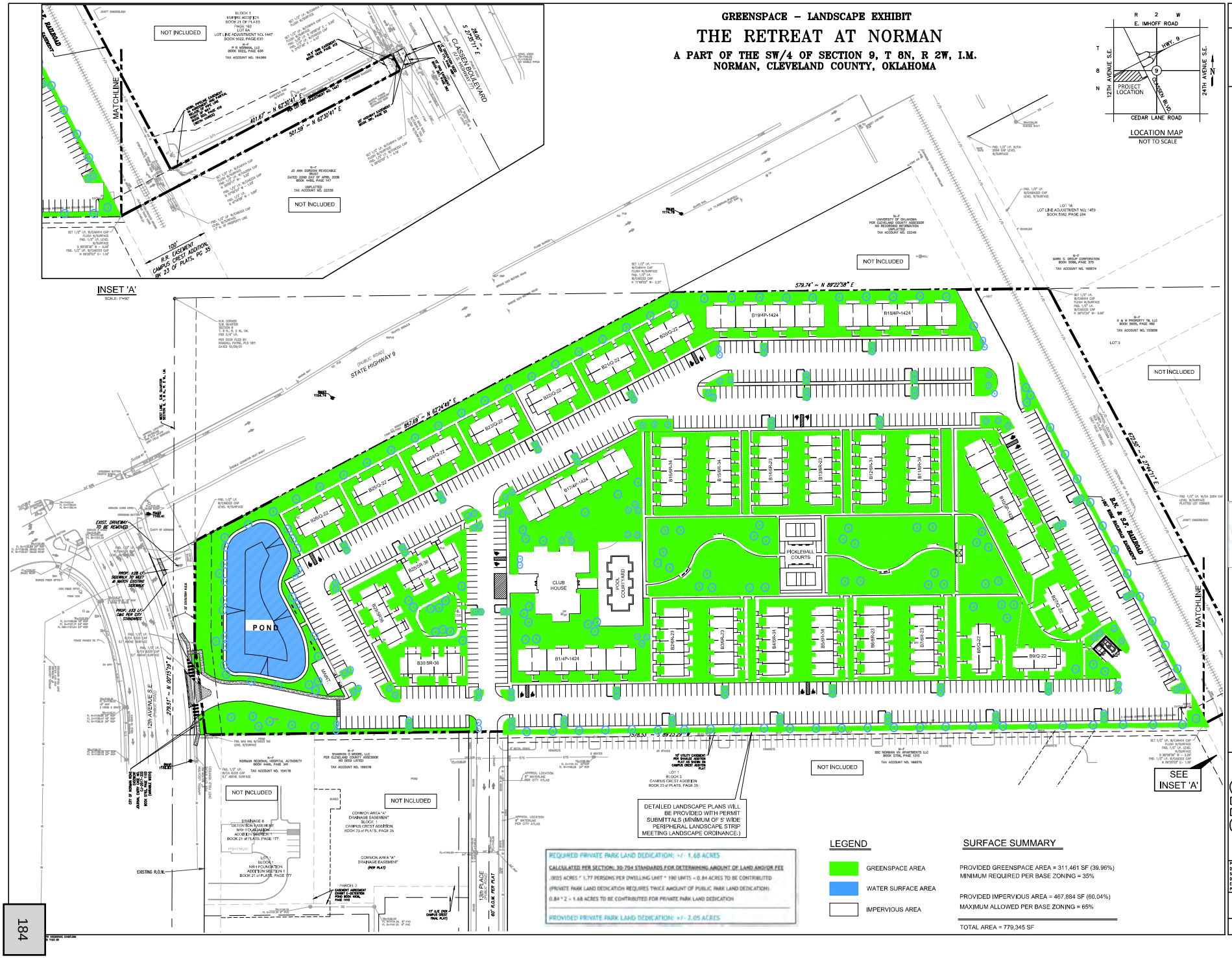
09-28-2026

THE RETREAT AT NORMAN
3060 CLASSEN BLVD.
NORMAN, OKLAHOMA

SMC
SMC Consulting Engineers, P.C.
315 W. Gray, Suite 205
Norman, OK 73069
Ph: 405-329-7318 Fax: 405-329-7609
Oklahoma Certificate of Authorization No. 464 Exp. 6/30/2027

No.	BY	DATE
1	MS	09-28-26

PROJECT NO.: 4701.00
DATE: 08/28/2026
SCALE: AS SHOWN
DRAWN BY: MS
ENGINEER: MICHAEL J. SMC
P.E. NO.:



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GRAPHIC SCALE

09-28-2026

THE RETREAT AT NORMAN

3060 CLASSEN BLVD.
NORMAN, OKLAHOMA

SMC Consulting Engineers, P.C.
Ph: 405-321-7776 Fax: 405-321-7959
CERTIFICATE OF AUTHORIZATION NO. 6617 EXP 6/30/2027

PROJECT NO.: 4701.00
DATE: 09/27/2026
SCALE: AS SHOWN
DRAWN BY: TN
ENGINEER: ALEJANDRO A. VIDAL
P.E. NUMBER: 25344

GREENSPACE – LANDSCAPE EXHIBIT

Applicant: LCD Acquisitions, LLC

Project Location: 3060 Classen Blvd

Case Number: PD 26-24

Time: 6:00 P.M.

Applicant Representative:
Libby Smith
Sean Rieger
Matthew Welborn

Attendees:
John Proctor
Erica Bird

City Staff:
Logan Gray, Planner II
Beth Muckala, Assistant City Attorney III
Landon Gum, Subdivision Development Coordinator

Application Summary:
LCD Acquisitions requests an amendment to the AIM Norman Comprehensive Land Use Plan, a rezoning from A-2, Rural Agricultural District, to PUD, Planned Unit Development, and a preliminary plat, to allow for a multifamily residential development.

Neighbors' Comments/Concerns/Responses:
One of the neighboring property owners expressed his support for the project.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/8/2026

REQUESTER: LCD Acquisitions, LLC

PRESENTER: Logan Gray, Planner II

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2627-12: 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 A TRACT OF LAND BEING IN THE SOUTHWEST QUARTER (SW/4) OF SECTION NINE (9), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA FROM A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE THE SAME IN A PUD, PLANNED UNIT DEVELOPMENT OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3060 CLASSEN BLVD; WARD 7)

APPLICANT/REPRESENTATIVE	LCD Acquisitions, LLC/Rieger Sadler Joyce, LLC
LOCATION	3060 Classen Blvd
WARD	7
CORE AREA	No
EXISTING ZONING	A-2, Rural Agricultural District
EXISTING LAND USE DESIGNATION	TOD, Transit Oriented Development/ULC, Urban Living Center
CHARACTER AREA	Corridor (Gateway)
PROPOSED ZONING	PUD, Planned Unit Development

PROPOSED LAND USE UM, Urban Medium

SUMMARY:

The applicant, LCD Acquisitions, LLC, is requesting to rezone approximately 20 acres at 3060 Classen Blvd from A-2, Rural Agricultural District, to a PUD, Planned Unit Development, for the development of a multifamily apartment complex. The applicant is also requesting a land use amendment from TOD, Transit Oriented Development, and ULC, Urban Living Center, to UM, Urban Medium.

EXISTING CONDITIONS:

SIZE OF SITE: 20 acres

SURROUNDING PROPERTIES

	Subject Property	North	East	South	West
Zoning	A-2	A-2 & RM-6	A-2 & C-2	PUD & CO	I-1
Land Use	Transit Oriented Development & Urban Living Center	Transit Oriented Development & Urban Living Center	Urban Living Center	Urban Living Center	Job Center
Current Use	Agriculture, Single-Family Dwelling	University of Oklahoma Vacant Property, E State Highway 9 Right of Way, Multifamily Dwellings	Commercial	Multifamily, Office	Avara Pharmaceutical Services

ZONING DESIGNATION

A-2, Rural Agricultural District

This district is intended to provide a zoning classification for land situated relatively remote from the urban area which is used for agricultural land related purposes and will not be undergoing urbanization in the immediate future. The types of uses, the area and the intensity of use of land which is authorized in this district is designed to encourage and protect all agricultural uses until urbanization is warranted and the appropriate change in district classification is made. Areas included within this district are considered to be sufficiently remote from developed urban areas that exploration for and production of oil and gas will not be hazardous or detrimental to persons and

property within the developed portions of the City. Further, the purpose of the following regulations for properties within the Ten Mile Flat Conservation Area, is to:

- Address unique conditions in the area commonly known as Ten Mile Flat, much of which land lies within the historical floodplain of Ten Mile Creek and the South Canadian River;
- To protect exceptional and irreplaceable natural resources located in the Ten Mile Flat area; and
- To protect against flood damage in the 100-year floodplain and other floodprone areas within the Ten Mile Flat area.

LAND USE DESIGNATIONS

Transit Oriented Development/Urban Living Center

See attached Transit Oriented Development and Urban Living Center Land Use Category documents. The Urban Living Center portion of the property is a vestigial 28' wide strip at the southeast corner that provided access to Classen Blvd for the property's former residential use, and is not intended for development.

CHARACTER AREA DESIGNATION

Corridor

See attached Corridor (Gateway) Character Area document.

NEAREST PUBLIC PARK

Oaktree South Park is approximately 0.3 miles to the north of the subject property and is accessible via sidewalks along 12th Ave SE and Oak Tree Ave.

PROCEDURAL REQUIREMENTS:

PRE-DEVELOPMENT: PD26-24 September 24, 2026

The applicant attended the Pre-Development meeting for this application on September 24, 2026. Please see the attached Pre-Development meeting report.

BOARD OF PARKS COMMISSIONERS: October 1, 2026

The applicant has requested a private park decision for this development. The Board of Parks Commissioners voted to approve the private parkland request with a vote of 6-0.

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 blue in these sections represent City Staff analysis.

CITY DEPARTMENTS

1. Fire Department
2. Building Review
3. Public Works/Engineering
4. Transportation Engineer

5. Planning*
6. Utilities

FIRE DEPARTMENT

Any code items will be addressed during the building permit stage. For code 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

Please see attached report from Engineering regarding the associated preliminary plat request.

TRANSPORTATION ENGINEER

Please see attached report from the Transportation Engineer regarding the associated preliminary plat request.

PLANNING*

ZONING CONSIDERATIONS

PUD, 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 the comprehensive plan of record. The PUD, Planned Unit Development District herein established is intended to provide for greater flexibility in the design of buildings, yards, courts, circulation, and open space than would otherwise be possible through the strict application of other district regulations. In this way, applicants may be awarded certain premiums in return for assurances of overall planning and design quality, or which will be of exceptional community benefit, and which are not now required by other regulations. By permitting and encouraging the use of such procedures, the Planning Commission and City Council will be able to make more informed land use decisions and thereby guide development more effectively in the best interest of the health, safety, and welfare of the City. Specifically, the purposes of this section are to encourage:

- A maximum choice in the types of environment and living units available to the public.
- Provision of more usable and suitably located open space, recreation areas, or other common facilities than would otherwise be required under conventional land development regulations.
- Maximum enhancement and minimal disruption of existing natural features and amenities.

- Comprehensive and innovative planning and design of diversified developments which are consistent with the City's long-range plan and remain compatible with surrounding developments.
- More efficient and economic use of land resulting in smaller networks of utilities and streets, thereby lowering costs.
- Preparation of more complete and useful information which will enable the Planning Commission and City Council to make more informed decisions on land use. The PUD, Planned Unit Development regulations are designed to provide for small- and large-scale developments incorporating a single type or a variety of residential, commercial, industrial, and related uses which are planned and developed as a unit. Such development may consist of individual lots, or it may have common building sites. Private or public common land and open space must be an essential, major element of the development, which is related to, and affects, the long-term value of the homes and other development. A planned unit development shall be a separate entity with a distinct character that respects and harmonizes with surrounding development.

Uses Permitted

The purpose of the proposed PUD is to allow for 190 multifamily units and associated amenities.

Area Regulations

There is a 25' setback along 12th Ave SE, a 5' side yard setback from the north and south property lines, and 20' rear yard setback from the east property line.

Height Regulations

There is a maximum height of three stories for any building within the proposed development.

Landscaping

Landscaping will comply with the applicable regulations of the City of Norman Code of Ordinances.

Parking

Parking and loading areas have been developed at a ratio of one parking space per bedroom, or approximately 3.5 parking spaces per unit, totaling 674 parking spaces. There are 14 proposed accessible parking spaces.

Lighting

The proposed development will comply with Section 36-549, Commercial Outdoor Lighting Standards, as amended.

Signage

The Property may feature two (2) entrance ground signs identifying the residential development. The entrance ground signs shall have a maximum area allowable of 110 square feet per side per sign and shall be located at each entrance to the Property. The entrance ground signs shall have a maximum height of eight (8) feet. In additional to the entrance signage, the Property shall be allowed to contain various directional and wayfinding signage throughout the site, such as signage directing and identifying the following: bicycle parking, scooter parking, leasing office, delivery/pick up locations, future tenant parking, amenity signage, and other similar signage as may be necessary. All signage discussed herein may be backlit or otherwise illuminated with LED or similar lighting. All signage shall be placed in appropriate locations to not interfere with applicable traffic sight triangles. All other signs on the Property will comply with the medium density residential sign standards of the City of Norman Sign Regulations, as amended from time to time.

Screening

Fencing within the proposed development is not required, except where required by Section 36-551, Landscaping Requirements for Off-Street Parking Facilities, as amended. Other fencing is not required but may be installed in accordance with applicable City ordinances, as amended.

Exterior Materials

Buildings within the development may be constructed of brick, stone, synthetic stone, high impact quality stucco or EIFS, fiber cement, masonry, metal accents, and any combination thereof. There is no minimum percentage provided for any of the listed materials. Section 36-547(a)(3) requires that the exterior of any building within a PUD be at least 80% masonry material, “unless waived by the City Council when the PUD is approved.”

AIM NORMAN LAND USE CONSIDERATIONS

Please see the attached descriptions from the AIM Norman Land Use Plan.

Overarching General and Residential Character Area Policies

The development is **consistent** with many of the Overarching General and Residential Character Area policies. It proposes a development that features pedestrian connectivity, open space and other recreational amenities, and provides greater housing options while blending with existing nearby residential development.

Corridor (Gateway) Character Area Policies

The proposal is generally **inconsistent** with the Corridor (Gateway) Character Area policies, as it does not promote transit-oriented development through high residential density and mixed uses.

Urban Medium (UM) Land Use Policies

The proposal is **consistent** with the following UM Land Use policies:

- **Building Types**

- **Site Design**
- **Transportation**
- **Utilities**
- **Public Space**
- **Locational Criteria**

The proposal is consistent with the policies of the requested UM Land Use Category, as it features a relatively compact multifamily residential development with pedestrian connectivity to nearby major/minor arterials, outdoor recreational spaces, and a density of 9.5 units per acre. The site also utilizes existing utility access.

Compatibility

	UL	UM	UH	ULC	RR	AR	UR	MX	IMX	CBD	LC	C	JC	TOD	OP	CIV
UL	-	4	3	2	4	4	5	3	3	3	4	3	2	3	5	5
UM	4	-	4	3	2	2	2	4	4	4	5	4	3	4	5	5
UH	3	4	-	4	2	2	1	5	5	5	4	4	4	5	5	5
ULC	2	3	4	-	1	1	1	5	5	4	3	4	4	5	5	5
RR	4	2	2	1	-	5	5	1	1	1	2	1	1	1	5	5
AR	3	2	1	1	5	-	5	1	1	1	2	1	1	1	5	5
UR	5	2	1	1	5	5	-	1	1	1	2	2	2	1	5	5
MX	3	4	5	5	1	1	1	-	5	5	4	5	4	5	5	5
IMX	3	4	5	4	1	1	1	5	-	2	4	5	5	5	3	5
CBD	3	4	5	4	1	2	1	5	2	-	4	2	2	5	4	5
LC	4	5	4	3	2	2	2	4	4	4	-	4	4	4	4	5
C	3	4	4	4	1	2	2	5	5	2	4	-	5	5	3	5
JC	2	3	4	4	1	2	2	4	5	2	4	5	-	4	4	5
TOD	3	4	5	5	1	2	1	5	5	5	4	5	4	-	4	5
OP	5	5	5	5	5	5	5	5	3	4	4	3	4	5	-	5
CIV	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	-

Note: Larger numbers represent a higher level of compatibility between land uses.

	Subject Property	North	East	South	West
Land Use	Urban Medium	Urban Living Center	Urban Living Center	Urban Living Center	Job Center
Rating	-	3	3	3	3

The requested Land Use Category of Urban Medium is generally compatible with the surrounding Land Use Categories. However, Urban Medium has a lower compatibility score than the subject property's existing Transit Oriented Development Land Use Category. A score of 1 indicates the lowest degree of compatibility between two land use categories, while a score of 5 indicates the highest degree of compatibility.

Neighborhood and/or Special Area Plans

This location **is** within a Transit Oriented Development Special Study Area. These Special Study Areas are described within the AIM Norman Land Use Plan as "potential stops along a future commuter rail line."

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.

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:

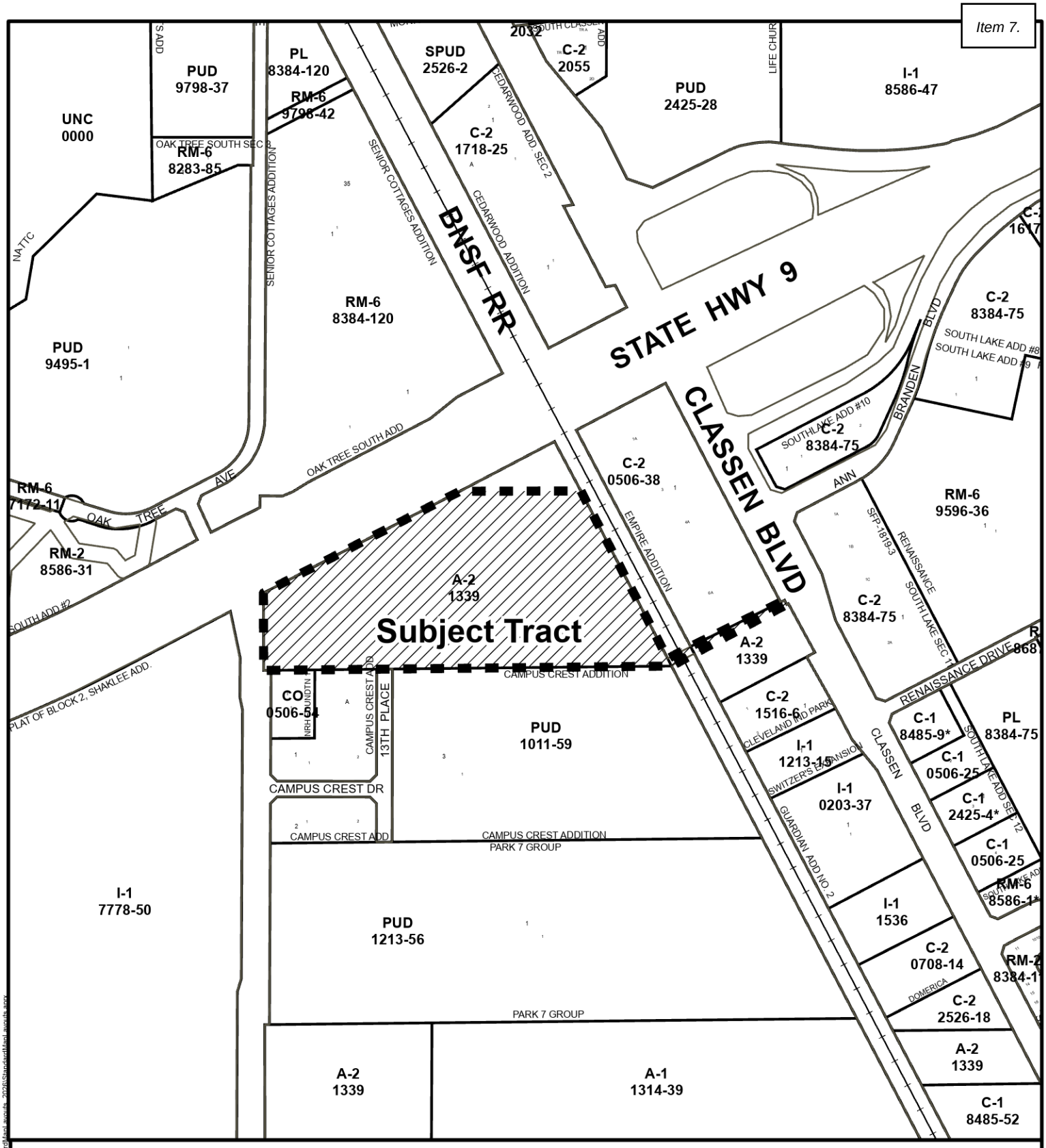
While the proposal meets the policies of the requested UM, Urban Medium, Land Use Category, it does not meet the policies of the subject property's current majority Land Use Category, TOD, Transit Oriented Development. The TOD Land Use Category was created in anticipation of future passenger rail service between Edmond and Norman. Developments in the TOD Land Use Category are meant to provide high intensity mixed uses at passenger rail stops, with residential densities exceeding 18 units per acre. The proposed PUD only allows for a single-use multifamily residential development with a density of 9.5 units per acre, is just over half of the density called for in the policies of the TOD Land Use Category. In order to align the proposal with the AIM Norman Comprehensive Land Use Plan, the applicant is requesting a land use amendment from TOD, Transit Oriented Development, and ULC, Urban Living Center, to UM, Urban Medium.

CONCLUSION:

Staff forwards this request for zoning to PUD, Planned Unit Development, and AIM Norman Land Use Plan amendment from TOD, Transit Oriented Development, and ULC, Urban Living Center, to UM, Urban Medium, and Ordinance O-2627-12 to the Planning Commission for consideration and recommendation to City Council.

ATTACHMENT(S):

The Retreat at Norman AIM Supporting Documents



Location Map

Subject Tract

September 3, 2026

0 250 500 Ft.

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.

3060 Classen Blvd

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-53: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE AIM NORMAN COMPREHENSIVE LAND USE PLAN SO AS TO REMOVE A TRACT OF LAND BEING IN THE SOUTHWEST QUARTER (SW/4) OF SECTION NINE (9), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, FROM THE TOD, TRANSIT ORIENTED DEVELOPMENT, AND ULC, URBAN LIVING CENTER, DESIGNATIONS AND PLACE THE SAME IN THE UM, URBAN MEDIUM DESIGNATION. (3060 CLASSEN BLVD., WARD 7)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Location Map

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2627-12: 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 A TRACT OF LAND BEING IN THE SOUTHWEST QUARTER (SW/4) OF SECTION NINE (9), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA FROM A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE THE SAME IN A PUD, PLANNED UNIT DEVELOPMENT OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3060 CLASSEN BLVD; WARD 7)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Location Map
3. Supporting AIM Documents
4. Narrative
5. Site Plan
6. Greenspace Exhibit
7. Pre-Development Notes

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2627-5: A PRELIMINARY PLAT FOR THE RETREAT AT NORMAN, A PLANNED UNIT DEVELOPMENT. (3060 CLASSEN BLVD; WARD 7)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report

2. Location Map
3. Site Plan
4. Preliminary Plat
5. Review Form
6. Pre-Development Notes

Staff Presentation

Logan Gray, Planner II, presented the staff report for the 3060 Classen Blvd project.

Applicant Presentation

Libby Smith, the applicant's representative, presented the 3060 Classen Blvd project.

Commissioner Parker asked about access across the railroad tracks and the future use of that area of the property. Ms. Smith explained the development would stop at the railroad tracks and would not utilize the 28-foot strip of land. She stated it is currently used by the single-family residence to access Classen Boulevard. She added the property may be sold in the future and the proposed development would not have access to Classen Boulevard.

Commissioner McDaniel sought clarification on if the development will preserve the existing trees where appropriate. Ms. Smith confirmed that was correct.

Public Comment

There were no public comments.

Commission Discussion

Commissioner Brewer asked about the differences between the Transit Oriented Development and Urban Medium Land Use designations. Mr. Gray explained Transit Oriented Development is intended to encourage high-density, mixed-use development near potential future commuter rail stops. He noted the proposed development would have approximately nine residential units per acre, compared to the 18 units per acre called for under the Transit Oriented Development designation.

Motion to approve made by Commissioner Brewer, Seconded by Commissioner Griffith.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Secretary Parker, Commissioner McDaniel, Commissioner Griffith, Commissioner Kindel

Planning Commission recommended approval of R-2627-53, O-2627-12, and PP-2627-5.

File Attachments for Item:

8. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2627-15 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTIONS 2-318, 2-319, AND 2-320 OF THE NORMAN CITY CODE TO INCREASE THE NUMBER OF MEMBERS APPOINTED TO THE ECONOMIC DEVELOPMENT ADVISORY BOARD, ENSURING WARD-SPECIFIC REPRESENTATION, EXPANDING SPECIFIED EXPERTISE FOR A MAJORITY OF THE MEMBERS, AND ADDING TO THE DUTIES AND POWERS OF THE BOARD; AND PROVIDING FOR THE SEVERABILITY THEREOF.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 11/10/2026

REQUESTER: City Council

PRESENTER: Kathryn Walker, Deputy City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2627-15 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTIONS 2-318, 2-319, AND 2-320 OF THE NORMAN CITY CODE TO INCREASE THE NUMBER OF MEMBERS APPOINTED TO THE ECONOMIC DEVELOPMENT ADVISORY BOARD, ENSURING WARD-SPECIFIC REPRESENTATION, EXPANDING SPECIFIED EXPERTISE FOR A MAJORITY OF THE MEMBERS, AND ADDING TO THE DUTIES AND POWERS OF THE BOARD; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

The City Council Business and Community Affairs Committee recently discussed possible changes to the Economic Development Advisory Board ("EDAB"). Changes in composition were discussed to increase membership and ensure ward representation, while maintaining existing expertise requirements for a majority of the membership. City Council further discussed such changes at its Conference on October 27, 2026, and directed the ordinance move forward with some minor modifications.

DISCUSSION:

In order to achieve the goal of ensuring each ward is represented, while also allowing current members to serve out the remainder of their terms, Ordinance O-2627-15 increases the membership of EDAB temporarily from 7 to 11 and requires members be appointed from each Ward, as well as one at-large member. In order to qualify for a ward specific appointment, the appointee must be either a resident of the ward, or the owner or manager of a business located in the ward. If a qualified candidate from an unrepresented ward is not identified within 45 days of the vacancy on the Board, the Mayor may appoint another qualified candidate from outside of the ward to fill the vacancy. On August 13, 2027, three terms will expire and the total number of members on the Board will be reduced automatically from 11 to 9. Seven of the members must have expertise in economics, business, finance, law, policy analysis, community development, small business ownership or other relevant experience.

Other changes to the ordinance include the addition of the review and recommendation of Economic and Risk analyses related to proposed TIF projects, and updating the reference to the Norman Economic Development Coalition to the Cleveland County Economic Development Coalition to accurately identify the ex-officio representative.

RECOMMENDATION:

Staff recommends adoption of Ordinance O-2627-15 on Second and Final Reading.

AN ORDINANCE OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTIONS 2-318, 2-319 AND 2-320 OF THE NORMAN CITY CODE TO INCREASE THE NUMBER OF MEMBERS APPOINTED TO THE ECONOMIC DEVELOPMENT ADVISORY BOARD, ENSURING WARD-SPECIFIC REPRESENTATION, EXPANDING SPECIFIED EXPERTISE FOR A MAJORITY OF THE MEMBERS, AND ADDING TO THE DUTIES AND POWERS OF THE BOARD; AND PROVIDING FOR THE SEVERABILITY THEREOF.

§ 1. WHEREAS, the Economic Development Advisory Board was created in 2013 to advise the City Council on matters related to economic development policies, opportunities, and requests for City-funded incentives of private businesses, as well as other economic development items that may be requested by City Council; and

§ 2. WHEREAS, City Council has recently discussed various economic development policies and proposals and desires to amend the composition of the Economic Development Advisory Board to ensure there is representation from each ward in the City, while also maintaining expertise on the Committee.

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

§ 3. That, Section 2-318 of the Code of the City of Norman, Oklahoma be amended to read as follows:

2-318 Created; Composition of Membership

(a) Composition. There is hereby created the Economic Development Advisory Board of the City of Norman, Oklahoma. Such Economic Development Advisory Board shall be composed of eleven (11) members, at least seven (7) of whom possess suitable and appropriate knowledge and/or experience in the areas of economics, business, finance, law, policy analysis, community development, small business ownership, or other relevant experience. Effective August 14, 2027, membership of the Economic Development Advisory Board shall be reduced to nine (9) total members.

(b) Ward Representation. Of the total membership, at least one resident shall be appointed representing each of the City's eight wards, either by residency or by ownership or management of a business located within the ward. If a qualified candidate for a specific ward is not identified within forty-five days of a seat becoming vacant, the Mayor may nominate a qualified candidate from another ward.

(c) In addition to the members set forth in (a) above, the Executive Director of the Cleveland County Economic Development Coalition or his or her designee shall

serve on the Economic Development Advisory Board in a non-voting ex-officio capacity.

§ 4. That, Section 2-319 of the Code of the City of Norman, Oklahoma be amended to read as follows:

2-319 Quorum and Operation

(a) *Quorum.* At any meeting of the Economic Development Advisory Board, a quorum shall consist of a majority of the members appointed under NCC 2-318(a). No action shall be taken in the absence of a quorum.

(b) *Meeting.* The Economic Development Advisory Board shall meet as needed in the furtherance of its duties set forth herein.

(c) *Board officers.* The Economic Development Advisory Board shall elect one member to be its Chairperson, and one member to be its Vice-Chairperson.

§ 5. That Section 2-320 of the Code of the City of Norman, Oklahoma be added to read as follows:

Sec. 2-320 Duties and Powers of the Board

(a) The Economic Development Advisory Board shall generally act in an advisory capacity to City Council with regards to economic development policies, opportunities, and requests for City-funded incentives of private businesses and shall investigate other economic development related items as requested by City Council.

(b) The Economic Development Advisory Board shall specifically:

(1) Make recommendations to City Council regarding proposed economic development policies and programs;

(2) Make recommendations to City Council regarding requests for City-funded incentives for private businesses as proposed by the Norman Economic Development Coalition;

(3) Aid City Council in developing strategies and plans for promoting economic development in the City of Norman;

(4) Investigate and report on economic development issues as assigned by the City Council;

(5) Serve as a forum for economic development policy discussion and education;

(6) Assist in identifying assets, resources, and incentives appropriate for furthering economic development within the City of Norman; and

(7) Review the Economic and Risk Analysis associated with proposed TIF projects and make a recommendation thereon as required by Section 12-704 of the Code.

§ 6. Implementation and Transition Plan. To ensure continuity, the transition from the current board structure to the ward-specific structure shall be phased in as current member terms naturally expire, according to the following schedule:

(a) Retention of Incumbents. All current members of the Economic Development Advisory Board serving as of the effective date of this Ordinance shall be permitted to serve out the remainder of their unexpired terms.

(b) Vacancies/ Term Expiration. Upon the effective date of this Ordinance, the Mayor, with the consent of Council, shall appoint four additional members who reside in wards not currently represented on the Board. Thereafter, vacancies shall be filled in a manner so as to ensure each ward is represented on the Board, with one member serving in an at-large capacity.

§ 7. 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, except, that the effective date provision shall not be severable from the operative provisions of the ordinance.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA THIS ___ DAY OF NOVEMBER, 2026.

THE CITY OF NORMAN, OKLAHOMA

ATTEST:

_____
Mayor

_____
City Clerk

AN ORDINANCE OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTIONS 2-318, 2-319 AND 2-320 OF THE NORMAN CITY CODE TO INCREASE THE NUMBER OF MEMBERS APPOINTED TO THE ECONOMIC DEVELOPMENT ADVISORY BOARD, ENSURING WARD-SPECIFIC REPRESENTATION, EXPANDING SPECIFIED EXPERTISE FOR A MAJORITY OF THE MEMBERS, AND ADDING TO THE DUTIES AND POWERS OF THE BOARD; AND PROVIDING FOR THE SEVERABILITY THEREOF.

§ 1. WHEREAS, the Economic Development Advisory Board was created in 2013 to advise the City Council on matters related to economic development policies, opportunities, and requests for City-funded incentives of private businesses, as well as other economic development items that may be requested by City Council; and

§ 2. WHEREAS, City Council has recently discussed various economic development policies and proposals and desires to amend the composition of the Economic Development Advisory Board to ensure there is representation from each ward in the City, while also maintaining expertise on the Committee.

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

§ 3. That, Section 2-318 of the Code of the City of Norman, Oklahoma be amended to read as follows:

2-318 Created; Composition of Membership

(a) Composition. There is hereby created the Economic Development Advisory Board of the City of Norman, Oklahoma. Such Economic Development Advisory Board shall be composed of ~~seven~~eleven (~~7~~11) members, at least ~~four~~seven (4~~7~~) of whom possess suitable and appropriate knowledge and/or experience in the areas of economics, business, finance, law, policy analysis, ~~and~~ community development, small business ownership, or other relevant experience. Effective August 14, 2027, membership of the Economic Development Advisory Board shall be reduced to nine (9) total members.

(b) Ward Representation. Of the total membership, at least one resident shall be appointed representing each of the City's eight wards, either by residency or by ownership or management of a business located within the ward. If a qualified candidate for a specific ward is not identified within forty-five days of a seat becoming vacant, the Mayor may nominate a qualified candidate from another ward.

(c) In addition to the members set forth in (a) above, the Executive Director of the ~~City~~Cleveland County Economic Development Coalition or his or her designee

shall serve on the Economic Development Advisory Board in a non-voting ex-officio capacity.

§ 4. That, Section 2-319 of the Code of the City of Norman, Oklahoma be amended to read as follows:

2-319 Quorum and Operation

(a) *Quorum.* At any meeting of the Economic Development Advisory Board, a quorum shall consist of ~~four(4)~~a majority of the members appointed under NCC 2-318(a). No action shall be taken in the absence of a quorum.

(b) *Meeting.* The Economic Development Advisory Board shall meet as needed in the furtherance of its duties set forth herein.

(c) *Board officers.* The Economic Development Advisory Board shall elect one member to be its Chairperson, and one member to be its Vice-Chairperson.

§ 5. That Section 2-320 of the Code of the City of Norman, Oklahoma be added to read as follows:

Sec. 2-320 Duties and Powers of the Board

(a) The Economic Development Advisory Board shall generally act in an advisory capacity to City Council with regards to economic development policies, opportunities, and requests for City-funded incentives of private businesses and shall investigate other economic development related items as requested by City Council.

(b) The Economic Development Advisory Board shall specifically:

(1) Make recommendations to City Council regarding proposed economic development policies and programs;

(2) Make recommendations to City Council regarding requests for City-funded incentives for private businesses as proposed by the Norman Economic Development Coalition;

(3) Aid City Council in developing strategies and plans for promoting economic development in the City of Norman;

(4) Investigate and report on economic development issues as assigned by the City Council;

(5) Serve as a forum for economic development policy discussion and education; ~~and~~

(6) Assist in identifying assets, resources, and incentives appropriate for furthering economic development within the City of Norman~~.~~; and

(7) Review the Economic and Risk Analysis associated with proposed TIF projects and make a recommendation thereon as required by Section 12-704 of the Code.

§ 6. Implementation and Transition Plan. To ensure continuity, the transition from the current board structure to the ward-specific structure shall be phased in as current member terms naturally expire, according to the following schedule:

(a) Retention of Incumbents. All current members of the Economic Development Advisory Board serving as of the effective date of this Ordinance shall be permitted to serve out the remainder of their unexpired terms.

(b) Vacancies/ Term Expiration. Upon the effective date of this Ordinance, the Mayor, with the consent of Council, shall appoint four additional members who reside in wards not currently represented on the Board. Thereafter, vacancies shall be filled in a manner so as to ensure each ward is represented on the Board, with one member serving in an at-large capacity.

§ 7. 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, except, that the effective date provision shall not be severable from the operative provisions of the ordinance.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA THIS ___ DAY OF NOVEMBER, 2026.

THE CITY OF NORMAN, OKLAHOMA

ATTEST:

_____
Mayor

_____
City Clerk

File Attachments for Item:

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RECEIPT OF CONSTRUCTION PERMIT WL000014260782 FROM THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) FOR THE TECUMSEH ROAD WATER LINE REPLACEMENT PROJECT (WA0380) BETWEEN 24TH AVENUE NW AND JOURNEY PARKWAY. (WARD 8)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: November 10, 2026

REQUESTER: Peter Wolbach, Staff Engineer – Utilities

PRESENTER: Peter Wolbach, Staff Engineer – Utilities

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RECEIPT OF CONSTRUCTION PERMIT WL000014260782 FROM THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) FOR THE TECUMSEH ROAD WATER LINE REPLACEMENT PROJECT (WA0380) BETWEEN 24TH AVENUE NW AND JOURNEY PARKWAY. (WARD 8)

BACKGROUND:

The Norman Utilities Authority (NUA) approved Contract K-2324-119 with Plummer Associates, Inc. (Plummer) on February 27, 2024, for engineering services for the Tecumseh Road Water Line Replacement Project (WA0380). The project involves replacing the existing 24-inch ductile iron waterline along the south side of Tecumseh Road between 24th Avenue NW and Journey Parkway. The existing waterline has experienced repeated breaks and leaks that are difficult to repair due to its depth and age.

As part of the engineering services provided under Contract K-2324-119, Plummer prepared the construction plans and specifications and coordinated the required permitting with the Oklahoma Department of Environmental Quality (ODEQ).

DISCUSSION:

On October 9, 2026, ODEQ approved the construction plans and issued Construction Permit No. WL000014260782 for the Tecumseh Road Water Line Replacement Project (WA0380).

The permit authorizes the construction of approximately 5,774 linear feet of 24-inch PVC waterline, 303 linear feet of 12-inch PVC waterline, 134 linear feet of 8-inch PVC waterline, and 42 linear feet of 6-inch PVC waterline, along with associated appurtenances.

RECOMMENDATION:

Staff recommends that the Norman Utilities Authority acknowledge receipt of ODEQ Construction Permit No. WL000014260782 for the Tecumseh Road Water Line Replacement Project (WA0380) and direct that the permit be made a matter of permanent record.

Robert Singletary
Executive Director

OKLAHOMA Environmental Quality

Kevin S
Governor

October 9, 2026

Nathan Madenwald, Capital Projects Engineer
Norman Utilities Authority
201-C West Gray St.
Norman, Oklahoma 73169

Re: Permit No. WL000014260782
Tecumseh Road Water Line Replacement
PWSID No. OK1020801

Dear Mr. Madenwald:

Enclosed is Permit No. WL000014260782 for the construction of 5774 linear feet of twenty four (24) inch PVC, 303 linear feet of twelve (12) inch PVC, 134 linear feet of eight (8) inch PVC, 42 linear feet of six (6) inch PVC potable water lines and al appertiinacnes to serve the Tecumseh Road Water Line Replacement, Cleveland County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by the Department of Environmental Quality ("DEQ") on October 9, 2026. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by DEQ before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the Norman Utilities Authority, after which it should be made a matter of permanent record.

Approved plans and specifications are available upon request.

Respectfully,

For Toby Harden, P.E.
Construction Permit Section
Water Quality Division

Enclosure

PERMIT No. WL000014260782
PWSID No. OK1020801

PERMIT TO CONSTRUCT

October 9, 2026

Pursuant to O.S. 27A 2-6-304, the Norman Utilities Authority is hereby granted this Tier I Permit to construct 5774 linear feet of twenty four (24) inch PVC, 303 linear feet of twelve (12) inch PVC, 134 linear feet of eight (8) inch PVC, 42 linear feet of six (6) inch PVC potable water lines and al appertiinacnes to serve the Tecumseh Road Water Line Replacement, located in Section 14, T-9-N, R-3-W, Cleveland County, Oklahoma, in accordance with the plans approved October 9, 2026.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with OAC 252:631 and to comply with Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

1) This water line provides adequate fire flow in accordance with the 2009 International Fire Code through the approved hydraulic analysis. The fire flow provided is 2,750 gpm.

2) That the recipient of the permit is responsible for ensuring that the project receives supervision and inspection by competent and qualified personnel.

3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.

4) That no significant information necessary for a proper evaluation of the project has been omitted and no invalid information has been presented in applying for the permit.

5) That the Oklahoma Department of Environmental Quality ("DEQ") shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.

6) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:626-19-2.

7) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes. This provision does not apply to raw water lines.

8) That any deviations from approved plans or specifications affecting capacity, flow, or operation of units must be approved by DEQ before any such deviations are made in the construction of this project.

9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that DEQ will be notified in writing of any sale or transfer of ownership of these facilities.

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PERMIT No. WL000014260782
PWSID No. OK1020801

10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by DEQ.

11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent form, Notice of Termination form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.

12) That any notations or changes recorded on the official set of plans and specifications in DEQ files shall be part of the plans as approved.

13) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.

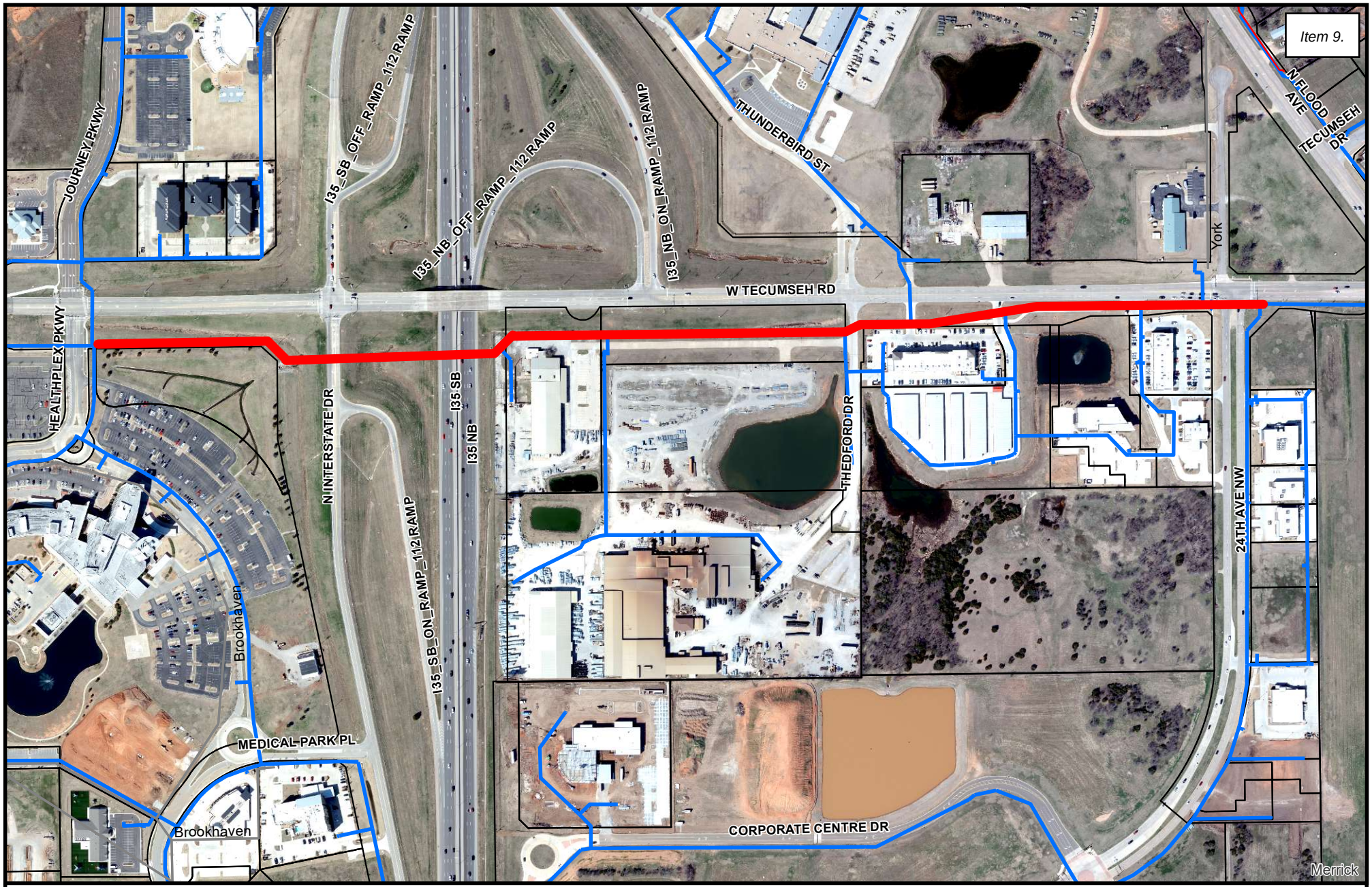
14) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.

15) That when it is impossible to obtain proper horizontal and vertical separation as stipulated OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.



Travis Herrian, P.E., Engineering Manager
Construction Permit Section
Water Quality Division



Tecumseh Rd - Flood Ave to Journey Pkwy

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.

0 225 450 Feet

June 16, 2023

N W E S

Legend

Waterline

Line to be Rep

File Attachments for Item:

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RECEIPT OF CONSTRUCTION PERMIT WL000014260005 FROM THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) FOR THE DESTIN LANDING SECTION 1 WATER LINE PROJECT. (WARD 5)

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CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: November 10, 2026

REQUESTER: Nathan Madenwald, Utilities Engineer – Utilities

PRESENTER: Nathan Madenwald, Utilities Engineer – Utilities

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RECEIPT OF CONSTRUCTION PERMIT WL000014260005 FROM THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) FOR THE DESTIN LANDING SECTION 1 WATER LINE PROJECT. (WARD 5)

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BACKGROUND:

The Developer for the Destin Landing Section 1 Water Line project will construct this required infrastructure necessary to serve the proposed development in the area. As part of this process, a permit is required from the Oklahoma Department of Environmental Quality and receipt of the permit at a subsequent Norman Utilities Authority meeting is required.

DISCUSSION:

On September 9, 2026, ODEQ approved the construction plans and issued Construction Permit No. WL000014260005 for the Destin Landing Section 1 Water Line project.

This permit is for the construction of 2,143 linear feet of sixteen (16) inch, 4,928 linear feet of twelve (12) inch, 1,038 linear feet of eight (8) inch PVC potable waterlines and all appurtenances to serve the Destin Landing Section 1. These improvements are to be located along Cedar Lane Road and 36th Avenue SE.

RECOMMENDATION:

Staff recommends that the Norman Utilities Authority acknowledge receipt of ODEQ Construction Permit No. WL000014260005 for the Destin Landing Section 1 Water Line project and direct that the permit be made a matter of permanent record.

Robert Singletary
Executive Director

OKLAHOMA Environmental Quality

Kev
Governor

September 9, 2026

Nathan Madenwald, Capital Projects Engineer
Norman Utilities Authority
201-C West Gray St.
Norman, Oklahoma 73169

Re: Permit No. WL000014260005
Destin Landing Section 1
PWSID No. OK1020801

Dear Mr. Madenwald:

Enclosed is Permit No. WL000014260005 for the construction of 2,143 linear feet of sixteen (16) inch, 4,928 linear feet of twelve (12) inch, 1,038 linear feet of eight (8) inch PVC potable waterlines and all appurtenances to serve the Destin Landing Section 1, Cleveland County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by the Department of Environmental Quality ("DEQ") on September 9, 2026. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by DEQ before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the Norman Utilities Authority, after which it should be made a matter of permanent record.

Approved plans and specifications are available upon request.

Respectfully,

Kimberly Douglas, P.E.
Construction Permit Section
Water Quality Division

Enclosure

PERMIT No. WL000014260005
PWSID No. OK1020801

PERMIT TO CONSTRUCT

September 9, 2026

Pursuant to O.S. 27A 2-6-304, the Norman Utilities Authority is hereby granted this Tier I Permit to construct 2,143 linear feet of sixteen (16) inch, 4,928 linear feet of twelve (12) inch, 1,038 linear feet of eight (8) inch PVC potable waterlines and all appurtenances to serve the Destin Landing Section 1, located in NE 1/4 and SE 1/4 of section 15, T-8-N, R-2-W, Cleveland County, Oklahoma, in accordance with the plans approved September 9, 2026.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with OAC 252:631 and to comply with Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

1) This water line provides adequate fire flow in accordance with the 2009 International Fire Code through the approved hydraulic analysis. The fire flow provided is 1,000 gpm.

2) That the recipient of the permit is responsible for ensuring that the project receives supervision and inspection by competent and qualified personnel.

3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.

4) That no significant information necessary for a proper evaluation of the project has been omitted and no invalid information has been presented in applying for the permit.

5) That the Oklahoma Department of Environmental Quality ("DEQ") shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.

6) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:626-19-2.

7) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes. This provision does not apply to raw water lines.

8) That any deviations from approved plans or specifications affecting capacity, flow, or operation of units must be approved by DEQ before any such deviations are made in the construction of this project.

9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that DEQ will be notified in writing of any sale or transfer of ownership of these facilities.

PERMIT No. WL000014260005
PWSID No. OK1020801

10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by DEQ.

11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent form, Notice of Termination form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.

12) That any notations or changes recorded on the official set of plans and specifications in DEQ files shall be part of the plans as approved.

13) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.

14) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.

15) That when it is impossible to obtain proper horizontal and vertical separation as stipulated OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.



Travis Herrian, P.E., Engineering Manager
Construction Permit Section
Water Quality Division

File Attachments for Item:

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RECEIPT OF CONSTRUCTION PERMIT SL000014251135 FROM THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) FOR THE DESTIN LANDING PHASE 1 LIFT STATION AND FORCE MAIN DEVELOPMENT PROJECT. (WARD 5)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: November 10, 2026

REQUESTER: Nathan Madenwald, Utilities Engineer – Utilities

PRESENTER: Nathan Madenwald, Utilities Engineer – Utilities

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RECEIPT OF CONSTRUCTION PERMIT SL000014251135 FROM THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) FOR THE DESTIN LANDING PHASE 1 LIFT STATION AND FORCE MAIN DEVELOPMENT PROJECT. (WARD 5)

BACKGROUND:

The Developer for the Destin Landing Phase 1 Lift Station and Force Main project will construct this required infrastructure necessary to serve the proposed development in the area. As part of this process, a permit is required from the Oklahoma Department of Environmental Quality and receipt of the permit at a subsequent Norman Utilities Authority meeting is required.

DISCUSSION:

On September 9, 2026, ODEQ approved the construction plans and issued Construction Permit No. SL000014251135 for the Destin Landing Phase 1 Lift Station and Force Main project.

This permit is for the construction of one 800 gallons per minute submersible pump lift station, 6,241 linear feet of twelve inch PVC force main and all appurtenances to serve the Destin Landing Phase 1 Lift Station and Force Main. These improvements are to be located in the vicinity of 36th Avenue SE and north of Cedar Lane Road.

RECOMMENDATION:

Staff recommends that the Norman Utilities Authority acknowledge receipt of ODEQ Construction Permit No. SL000014251135 for the Destin Landing Phase 1 Lift Station and Force Main project and direct that the permit be made a matter of permanent record.

Robert Singletary
Executive Director

OKLAHOMA Environmental Quality

Kev
Governor

September 9, 2026

Nathan Madenwald, Capital Projects Engineer
Norman Utilities Authority
201-C West Gray St.
Norman, Oklahoma 73169

Re: Permit No. SL000014251135
Destin Landing Phase 1 Lift Station and Force Main
Facility No. S-20616

Dear Mr. Madenwald:

Enclosed is Permit No. SL000014251135 for the construction of one (1) 800 gpm submerible pump lift station, 6,241 linear feet of twelve (12) inch PVC force main and all appurtenances to serve the Destin Landing Phase 1 Lift Station and Force Main, Cleveland County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by the Department of Environmental Quality ("DEQ") on September 9, 2026. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by DEQ before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the Norman Utilities Authority, after which it should be made a matter of permanent record.

Pursuant to OAC 252:4-7-5(a)(1), an applicant who has made an overpayment may request a refund. DEQ has assessed the application fee for this project to be **$4,027.90**. DEQ records indicate a payment of **$4,496.86** was received, resulting in an overpayment. Pursuant to OAC 252:4-7-5(b), administrative costs equal to fifteen percent (15%) of the overpayment amount will be retained by DEQ; however, the amount retained for an overpayment shall not exceed $500.00, regardless of the refund amount. To receive this refund, Norman Utilities Authority must submit a written refund request to DEQ within thirty (30) days of receipt of this notice.

Approved plans and specifications are available upon request.

Respectfully,

Kimberly Douglas, P.E.
Construction Permit Section
Water Quality Division

Enclosure

PERMIT No. SL000014251135
FACILITY No. S-20616

PERMIT TO CONSTRUCT

September 9, 2026

Pursuant to O.S. 27A 2-6-304, the Norman Utilities Authority is hereby granted this Tier I Permit to construct one (1) 800 gpm submerible pump lift station, 6,241 linear feet of twelve (12) inch PVC force main and all appurtenances to serve the Destin Landing Phase 1 Lift Station and Force Main, located in NE 1/4 of SE 1/4 of section 15, T-8-N, R-2-W, Cleveland County, Oklahoma, in accordance with the plans approved September 9, 2026.

By acceptance of this permit, the permittee agrees to operate and maintain the facilities in accordance with the Oklahoma Administrative Code ("OAC") 252:606 rules and to comply with Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

1) That the recipient of the permit is responsible for ensuring that the project receives supervision and inspection by competent and qualified personnel.

2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.

3) That no significant information necessary for a proper evaluation of the project has been omitted and no invalid information has been presented in applying for the permit.

4) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:656-5-4(c)(3).

5) That tests will be conducted as necessary to ensure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.

6) That the Oklahoma Department of Environmental Quality ("DEQ") shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.

7) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.

8) That any deviations from approved plans or specifications affecting capacity, flow, or operation of units must be approved by DEQ before any such deviations are made in the construction of this project.

9) That any notations or changes recorded on the official set of plans and specifications in DEQ files shall be part of the plans as approved.

PERMIT No. SL000014251135
FACILITY No. S-20616

10) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that DEQ will be notified in writing of any sale or transfer of ownership of these facilities.

11) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by DEQ.

12) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.

13) That all manholes shall be constructed in accordance with the standards established in OAC 252:656-5-3.

14) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with OAC 252:656-5-4(c)(3).

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

Travis Herrian, P.E., Engineering Manager
Construction Permit Section
Water Quality Division

File Attachments for Item:

12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2627-4: FOR 10 MILE (PREVIOUSLY COS-2122-2, THE SPORTING CLUB) (GENERALLY LOCATED ¼ MILE WEST OF 60TH AVENUE N.W. ON THE SOUTH SIDE OF INDIAN HILLS ROAD). (WARD 3).

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 11/10/2026

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Scott Sturtz, Director of Public Works

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2627-4: FOR 10 MILE (PREVIOUSLY COS-2122-2, THE SPORTING CLUB) (GENERALLY LOCATED ¼ MILE WEST OF 60TH AVENUE N.W. ON THE SOUTH SIDE OF INDIAN HILLS ROAD). (WARD 3).

BACKGROUND:

This item is Norman Rural Certificate of Survey No. COS-2627-4 for 10 Mile and is generally located one-quarter mile west of 60th Avenue N.W. on the south side of Indian Hills Road.

Norman Rural Certificate of Survey COS-2627-4 for 10 Mile was approved by Planning Commission, at its meeting on October 8, 2026, on a vote of 7-0.

DISCUSSION:

This property consists of a total of 74.2187 acres and three (3) tracts. Tract 1 consists of 20 acres; Tract 2 consists of 20 acres and Tract 3 consists of 34.2817 acres.

A private road will be installed to City standards to serve the tracts.

This certificate of survey, if approved, will allow a single-family structure on Tract 1 and 2. Tract 3 is to be used for soccer fields. Private individual sanitary sewer systems and water wells will be installed in accordance with the Oklahoma Department of Environmental Quality (ODEQ) standards.

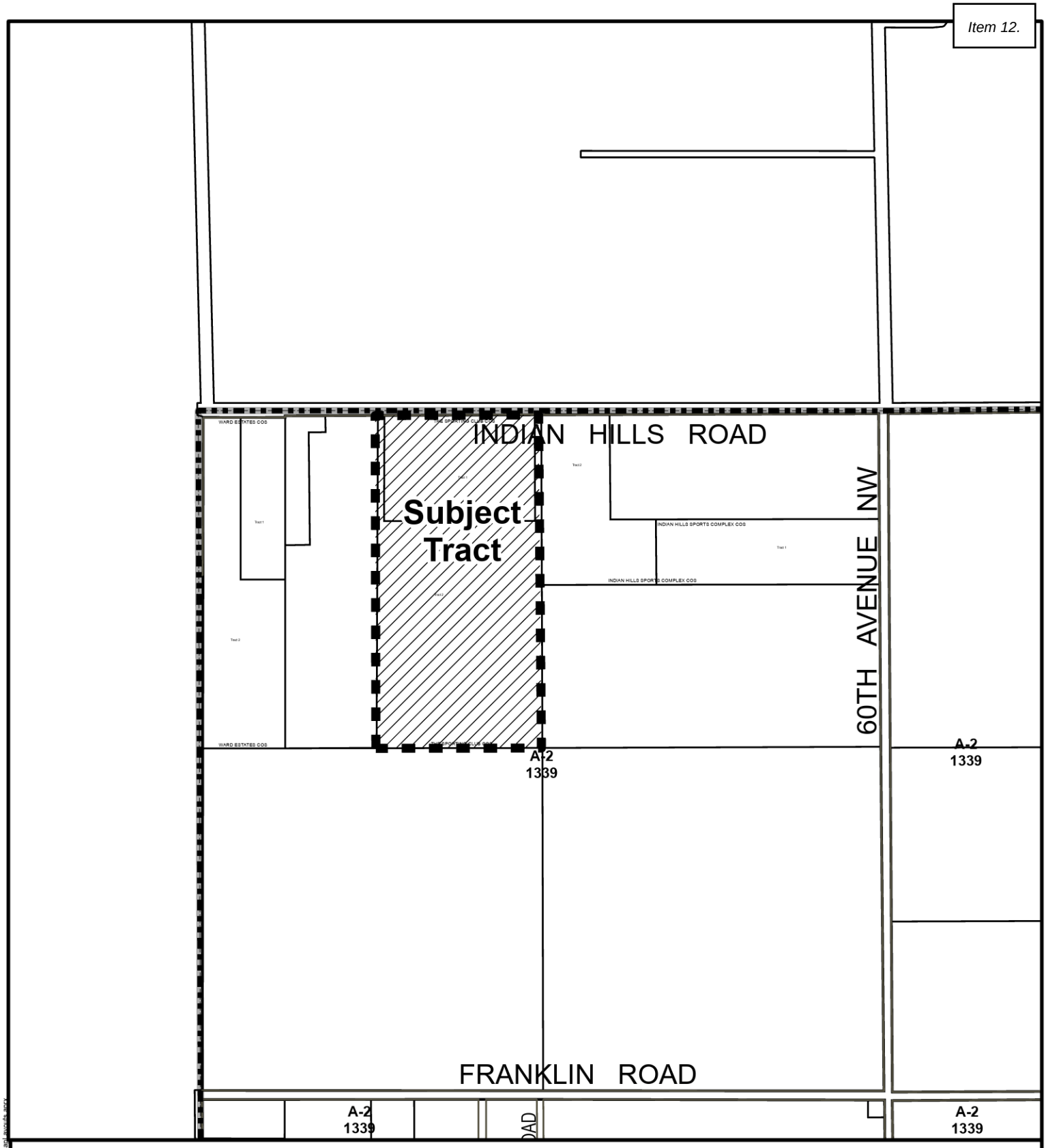
Fire protection will be provided by the City of Norman pumper/tanker trucks.

EASEMENT: Easement No. E-2122-21 for Indian Hills Road was filed of record with The Cleveland County Clerk on October 25, 2021.

FLOOD PLAIN: The property contains flood plain. The private road and Tracts 1 and 2 will require flood plain permits. Tract 3 (soccer fields) went through the flood plain process with Flood Plain Permit No. 695.

RECOMMENDATION:

Staff recommends approval of Norman Rural Certificate of Survey No. COS-2627-4 for 10 Mile (previously Certificate of Survey No. COS-2122-2, The Sporting Club), and if approved, direct the filing of Norman Rural Certificate of Survey No. COS-2627-4 for 10 Mile with the Cleveland County Clerk subject to completion of the private road.



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.

N W E S

October 28, 2026

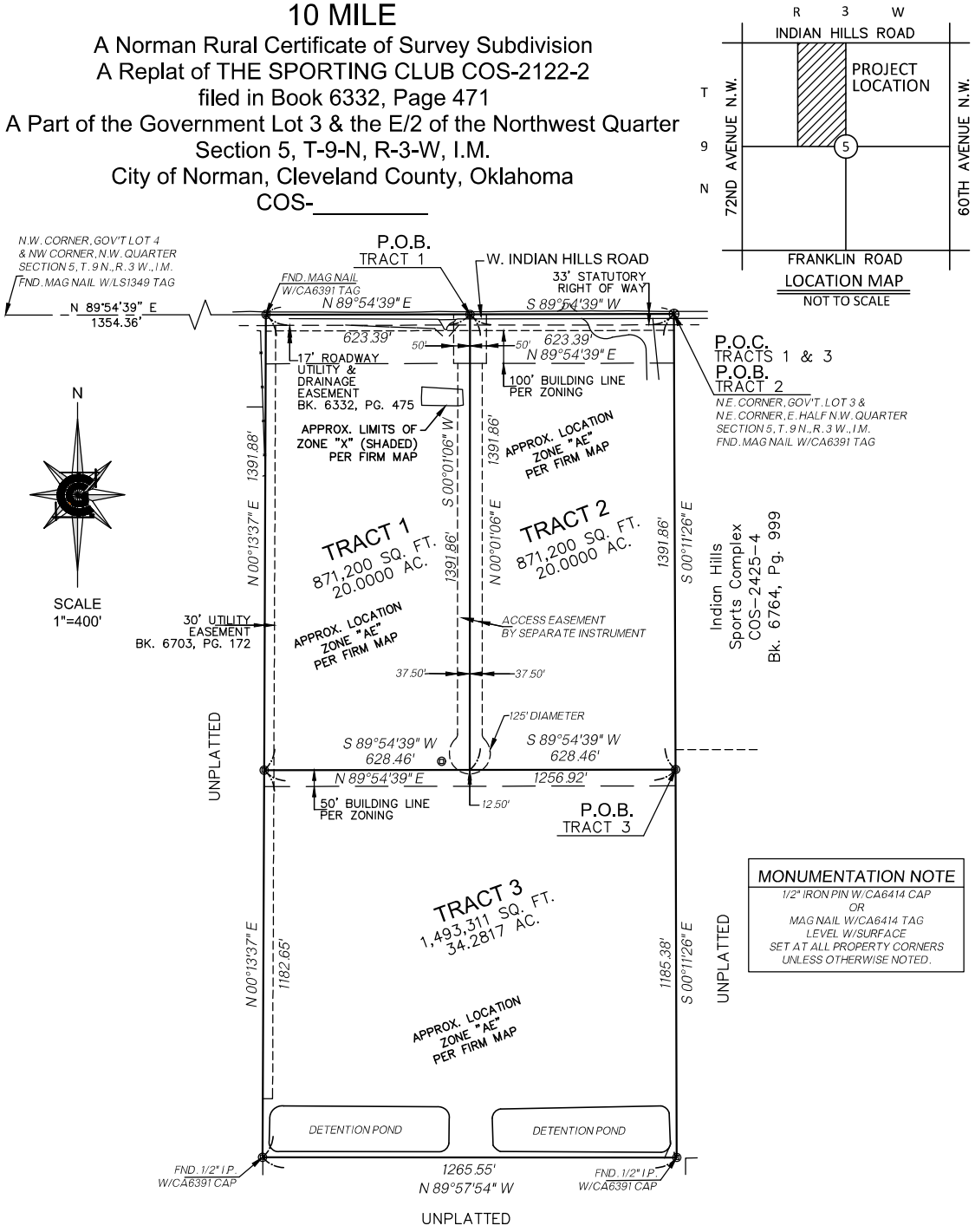
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Subject Tract

\\cnas\cityldepartments\GIS_PRO_Layout\Templates\StandardMap_avsuite.aprx

10 MILE

A Norman Rural Certificate of Survey Subdivision
A Replat of THE SPORTING CLUB COS-2122-2
filed in Book 6332, Page 471
A Part of the Government Lot 3 & the E/2 of the Northwest Quarter
Section 5, T-9-N, R-3-W, I.M.
City of Norman, Cleveland County, Oklahoma
COS-_____



MONUMENTATION NOTE
1/2" IRON PIN W/CA6414 CAP
OR
MAG NAIL W/CA6414 TAG
LEVEL W/SURFACE
SET AT ALL PROPERTY CORNERS
UNLESS OTHERWISE NOTED.

LEGEND

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
MONUMENT - FOUND OR SET
SECTION/QUARTER CORNER

A Norman Rural Certificate of Survey Subdivision
A Replat of THE SPORTING CLUB COS-2122-2
A Part of the Government Lot 3 & the E/2 of the Northwest Quarter
Section 5, T-9-N, R-3-W, I.M.
City of Norman, Cleveland County, Oklahoma

6804 W INDIAN HILLS ROAD, LLC
5501 W. Tecumseh Road
Norman, Oklahoma 73072

Project No. 26-183-01
Date: 7-23-2026
Sheet: 1 of 4

COWAN GROUP ENGINEERING
7100 N. CLASSEN, SUITE 500 - OKLAHOMA CITY, OK 73116
405-463-3369 (OFFICE) - 405-463-3381 (FAX)
WWW.COWANGROUP.CO
ENGINEERING - SURVEYING
CERTIFICATE OF AUTHORIZATION NO: 6414
EXPIRES JUNE 30, 2028

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/8/2026

REQUESTER: 6804 W Indian Hills Road, LLC

PRESENTER: Ken Danner, Subdivision Development Manager

ITEM TITLE: COSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF COS-2627-4: A NORMAN CERTIFICATE OF SURVEY FOR 10 MILE, (PREVIOUSLY COS-2122-2, THE SPORTING CLUB). (6804 W INDIAN HILLS ROAD; WARD 3)

LOCATION: Generally located a quarter of a mile west of 60th Avenue N.W. on the south side of Indian Hills Road.

INFORMATION:

1. Owners. 6804 W Indian Hills Road, LLC.
2. Developer. 6804 W Indian Hills Road, LLC.
3. Surveyor. Cowan Group Engineering.

HISTORY:

1. October 21, 1961. City Council adopted Ordinance No. 1320 annexing this property into the Norman Corporate City Limits without zoning.
2. December 19, 1961. Planning Commission recommended to City Council that this property be placed in A-2, Rural Agricultural District.
3. January 23, 1962. City Council adopted Ordinance No. 1339 placing this property in A-2, Rural Agricultural District.
4. September 9, 2021. Planning Commission approved Certificate of Survey COS-2122-2 for The Sporting Club.
5. October 12, 2021. City Council approved Certificate of Survey No. COS-2122-2 for The Sporting Club.

6. October 25, 2021. Certificate of Survey No. COS-2122-2, The Sporting Club was filed of record with the Cleveland County Clerk

IMPROVEMENT PROGRAM:

1. Fire Protection. Fire protection will be provided by the Norman Fire Department.

2. Sanitary Sewer. At such time as structures are constructed, private sanitary systems will be installed in accordance with Oklahoma Department of Environmental Quality standards.

3. Water. Water wells will be installed in accordance with City and Oklahoma Department of Environmental Quality standards.

4. Private Road. The private road will serve Tract 3. The private road will be constructed to City private road standards

5. Easements. Easement No. E-2122-21 for Indian Hills Road was filed of record with the Cleveland County Clerk on October 25, 2021.

6. Flood Plain. The property contains flood plain. Tracts 1, 2 and private road will require flood plain permits before structures can be approved. The Flood Plain Permit Committee approved Flood Plain Permit No. 695 for Tract 3 relating to soccer fields.

7. Acreage. There is a total of 74.2817 acres. Tract 1 consists of 20 acres, Tract 2 consists of 20 acres and Tract 3 consists of 34.2817 acres.

SUPPLEMENTAL MATERIAL: Copies of a location map and Norman Rural Certificate of Survey No. COS-2526-4 for 10 Mile are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: The proposal for Tract 1 and 2 will be single-family residential structures. Currently Tract 3 consists of soccer fields and detention facilities. Staff recommends approval of Certificate of Survey No. COS-2627-4 for 10 Mile previously The Sporting Club.

ACTION NEEDED: Recommend approval or disapproval of Certificate of Survey No. COS-2627-4 for 10 Mile previously Certificate of Survey No. COS-2122-2, The Sporting Club to City Council.

ACTION TAKEN:

_____

CONSENT ITEMS

This section is placed on the agenda so that the Planning Commission, by unanimous consent, may designate those items that they wish to approve by one motion. Any of these items may be removed from the Consent Docket and be heard in its regular order.

Minutes

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

   PLANNING COMMISSION MEETING MINUTES OF SEPTEMBER 10, 2026.

   ITEMS SUBMITTED FOR THE RECORD
   1. September 10, 2026 Planning Commission Meeting Minutes

Certificates of Survey

2. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF COS-2627-3: A NORMAN RURAL CERTIFICATE OF SURVEY FOR MIRACLE ACRES. (GENERALLY LOCATED AT S.E. 96TH AVE & ETOWAH RD; WARD 5)

   ITEMS SUBMITTED FOR THE RECORD
   1. Staff Report
   2. Location Map
   3. Survey

3. COSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF COS-2627-4: A NORMAN CERTIFICATE OF SURVEY FOR INDIAN HILLS SPORTS COMPLEX, (PREVIOUSLY COS-2122-2, THE SPORTING CLUB). (6804 W INDIAN HILLS ROAD; WARD 3)

   ITEMS SUBMITTED FOR THE RECORD
   1. Staff Report
   2. Location Map
   3. Survey

   Motion to approve all items on the consent docket made by Commissioner Kindel, Seconded by Commissioner McKown.

   Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Secretary Parker, Commissioner McDaniel, Commissioner Griffith, Commissioner Kindel

   The motion was approved.

File Attachments for Item:

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF E-2627-35 (ROADWAY EASEMENT), E-2627-36 (WATER), AND E-2627-37: (DRAINAGE) THAT WILL SERVE 310 EAST BOYD PROJECT (BLOCK 1, THE SECOND STATE UNIVERSITY ADDITION (LOCATED AT 310 EAST BOYD), AND THE FILING THEREOF (WARD 4).

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 11/10/26

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Scott Sturtz, Director of Public Works

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF E-2627-35 (ROADWAY EASEMENT), E-2627-36 (WATER), AND E-2627-37: (DRAINAGE) THAT WILL SERVE 310 EAST BOYD PROJECT (BLOCK 1, THE SECOND STATE UNIVERSITY ADDITION (LOCATED AT 310 EAST BOYD), AND THE FILING THEREOF (WARD 4).

BACKGROUND:

With the redevelopment of Block 1, The Second State University Addition (310 East Boyd Project) alley paving, water and drainage improvements were required. As a result, easements were required. The property is located at 310 East Boyd.

DISCUSSION:

Easements have been donated and granted for the above-described improvements. The City Attorney's office, Utilities Department and Public Works Department staff have examined the easements and found them to be in order and proper as to form.

STAFF RECOMMENDATIONS:

Based upon the above information, staff recommend that Easement Nos. E-2627-35, E-2627-36 and E-2627-37 be approved and filed of record with the Cleveland County Clerk.

GRANT OF EASEMENT

E-2627-35

KNOW ALL MEN BY THESE PRESENTS:

THAT, OK-OU Holdings LP, a Delaware limited partnership, 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 hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public utility(ies), drainage, and/or roadway(s) easement and right-of-way over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

SEE ATTACHED 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 utility(ies), drainage, and/or roadway(s).

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

SIGNED and delivered this 27th day of August, 20 26.

DocuSigned by:
Frank Rocchio
715C4154CF6A46E...

BY: OK-OU GP LLC,
A Delaware limited liability company,
its General Partner

Frank Rocchio
Manager

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF Oklahoma, COUNTY OF Oklahoma, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 27th day of August, 20 26, personally appeared Frank Rocchio, Manager of OK-OU GP LLC, the General Partner of OU-OK Holdings LP, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that he executed the same as his 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.

NANCY GULLICK NOTARY # 20013278 EXP. 10/26/28 PUBLIC STATE OF OKLAHOMA

Signed by:
Nancy Gullick
C79ABEECA1...C476

Notary Public

My Commission Expires: 10/26/28

Approved as to form and legality this 28 day of August, 2026.

Elisabeth Muckala

City Attorney

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

ATTEST:

_____
Mayor

_____
City Clerk

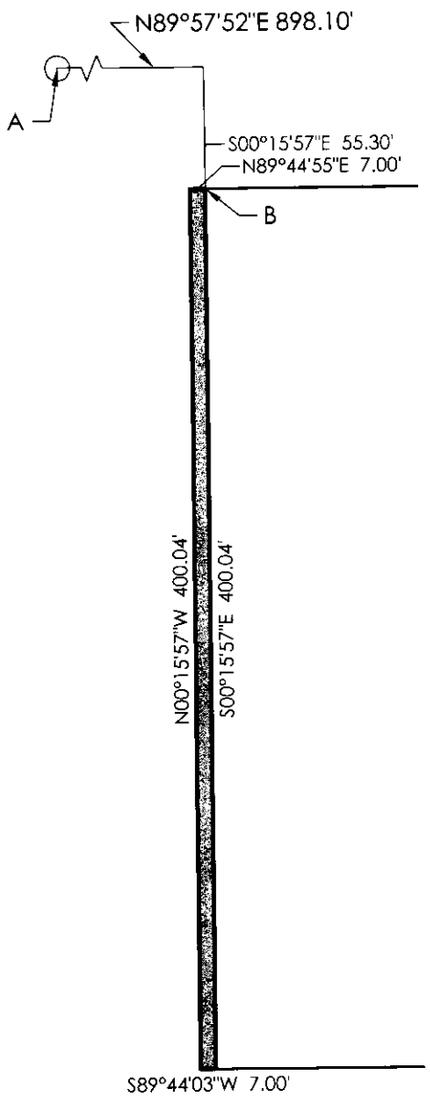
SEAL:

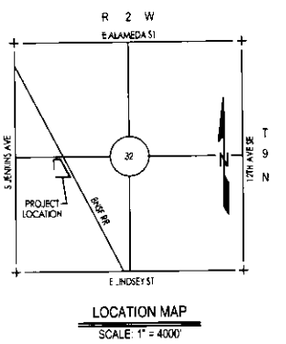
On this _____day of _____, 20_____, before me personally appeared _____ and _____, to me known to be the identical persons who executed the same as their free and voluntary act and deed of such municipal corporation, for the uses and purposes therein set forth.

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

_____
Notary Public

E-2627-35





NOTES:
A. POINT OF COMMENCEMENT
B. POINT OF BEGINNING

LEGAL DESCRIPTION

A tract of land situated within the Southwest Quarter (SW/4) of Section Thirty Two (32), Township Nine North (T9N), Range Two West (R2W) of the Indian Meridian (I.M.), Norman, Cleveland County, Oklahoma, being a part of Block 1 of The Second State University Addition, being more particularly described as follows:

Commencing at the Northwest corner of said SW/4; thence N89°57'52"E along the North line of said SW/4 a distance of 898.10 feet; thence S00°15'57"E a distance of 55.30' feet to the POINT OF BEGINNING; thence

S00°15'57"E a distance of 400.04 feet; thence
S89°44'03"W a distance of 7.00 feet; thence
N00°15'57"W a distance of 400.04 feet; thence
N89°44'55"E a distance of 7.00 feet to the POINT OF BEGINNING;

Said tract contains 2800 Square Feet or 0.064 Acres more or less.

SCALE: 1" = 80'

0 80

BASIS OF BEARING = NORTH LINE OF THE SW/4 OF SECTION 32, T9N, R2W, I.M. (N89°57'52"E)

G:\24605100_EBOYDRSDNT\INFRASTRUCTURE\CIVIL\DWG\EASEMENT EXHIBIT.DWG

RIGHT OF WAY EASEMENT - ATTACHMENT A

300 Pointe Parkway Blvd.
Yukon, Oklahoma 73099
Crafton Tull
architecture | engineering | surveying
405.787.6270 t 405.787.6276 f
www.craftontull.com
CERTIFICATE OF AUTHORIZATION
CA 973 (PE/LS) EXPIRES 6/30/2026

SHEET NO.: 1 of 1
DATE: 06/30/2026
PROJECT NO.: 24605101

GRANT OF EASEMENT

E-2627-36

KNOW ALL MEN BY THESE PRESENTS

THAT, OK-OU Holdings LP, a Delaware limited partnership, 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 hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a water line easement over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit

SEE ATTACHED 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 utilities as indicated Water Lines

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

SIGNED and delivered this 27th day of August 20 26

DocuSigned by:

BY OK-OU GP LLC,
a Delaware limited liability company,
its General Partner

Frank Rocchio
Manager

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF Oklahoma, COUNTY OF Oklahoma, SS

Before me, the undersigned, a Notary Public in and for said County and State, on this 27th day of August, 20 26, personally appeared Frank Rocchio, Manager of OK-OU GP LLC, the General Partner of OU-OK Holdings LP, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that he executed the same as his 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

NANCY GULLICK NOTARY # 20013278 EXP. 10/26/28 PUBLIC STATE OF OKLAHOMA

Signed by:
Nancy Gullick

Notary Public

My Commission Expires 10/26/28

Approved as to form and legality this 28 day of August, 2026

Elisabeth Ludlow

City Attorney

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

ATTEST

Mayor

City Clerk

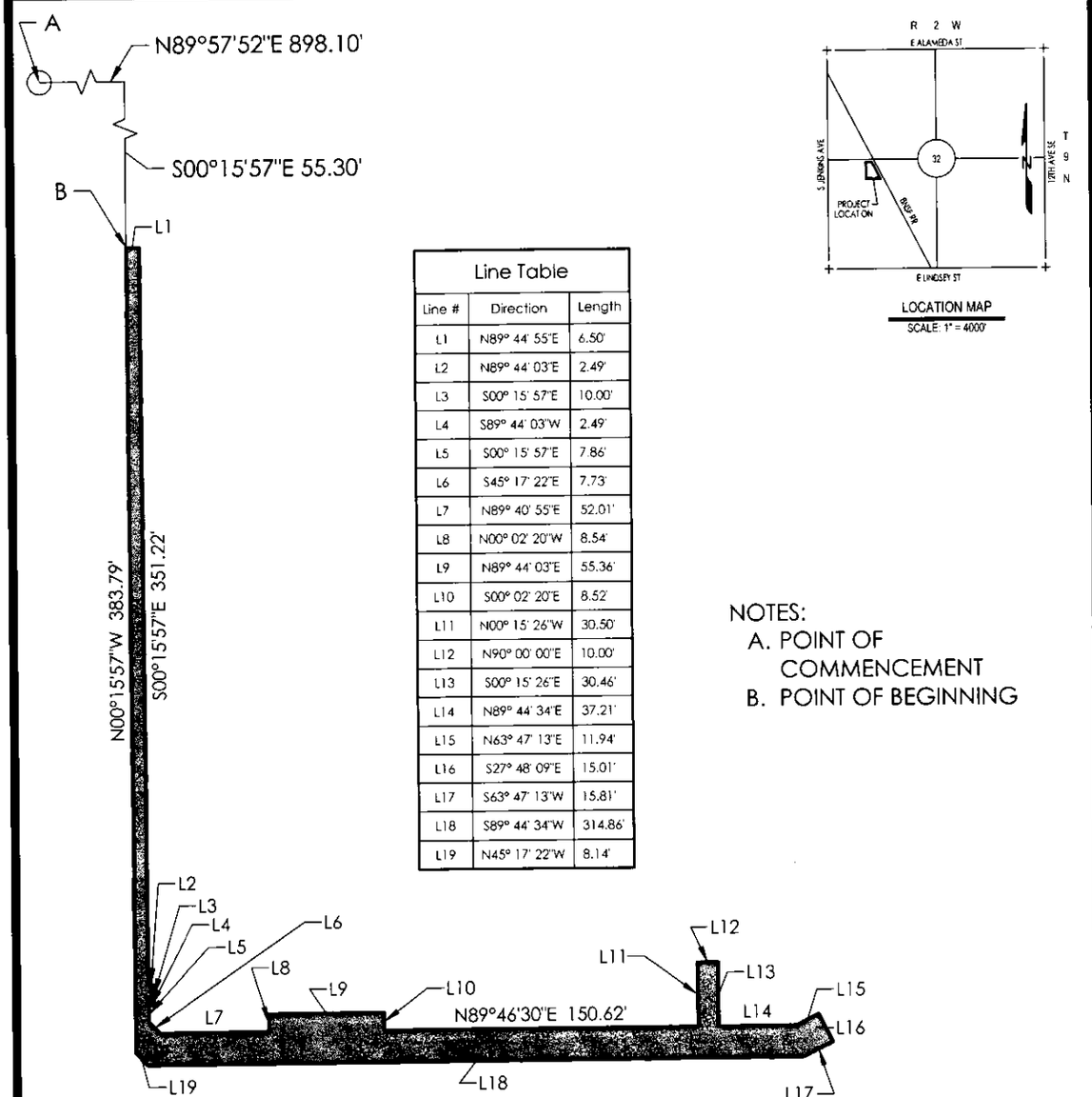
SEAL

On this ____ day of _____, 20____, before me personally appeared _____ and _____, to me known to be the identical persons who executed the same as their free and voluntary act and deed of such municipal corporation, for the uses and purposes therein set forth

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

Notary Public

E-2627-36



Line Table		
Line #	Direction	Length
L1	N89° 44' 55"E	6.50'
L2	N89° 44' 03"E	2.49'
L3	S00° 15' 57"E	10.00'
L4	S89° 44' 03"W	2.49'
L5	S00° 15' 57"E	7.86'
L6	S45° 17' 22"E	7.73'
L7	N89° 40' 55"E	52.01'
L8	N00° 02' 20"W	8.54'
L9	N89° 44' 03"E	55.36'
L10	S00° 02' 20"E	8.52'
L11	N00° 15' 26"W	30.50'
L12	N90° 00' 00"E	10.00'
L13	S00° 15' 26"E	30.46'
L14	N89° 44' 34"E	37.21'
L15	N63° 47' 13"E	11.94'
L16	S27° 48' 09"E	15.01'
L17	S63° 47' 13"W	15.81'
L18	S89° 44' 34"W	314.86'
L19	N45° 17' 22"W	8.14'

LOCATION MAP
SCALE: 1" = 4000'

NOTES:
A. POINT OF COMMENCEMENT
B. POINT OF BEGINNING

LEGAL DESCRIPTION

A tract of land situated within the Southwest Quarter (SW/4) of Section Thirty Two (32), Township Nine North (T9N), Range Two West (R2W) of the Indian Meridian (I.M.), Norman, Cleveland County, Oklahoma, being a part of Block 1 of The Second State University Addition, being more particularly described as follows:

Commencing at the Northwest corner of said SW/4; thence N89°57'52"E along the North line of said SW/4 a distance of 898.10'; thence S00°15'57"E a distance of 55.30' to the POINT OF BEGINNING; thence N89°44'55"E a distance of 6.50'; thence S00°15'57"E a distance of 351.22'; thence N89°44'03"E a distance of 2.49'; thence S00°15'57"E a distance of 10.00'; thence S89°44'03"E a distance of 2.49'; thence S00°15'57"E a distance of 7.86'; thence S45°17'22"E a distance of 7.73'; thence N89°40'55"E a distance of 52.01'; thence N00°02'20"W a distance of 8.54'; thence N89°44'03"E a distance of 55.36'; thence S00°02'20"E a distance of 8.52'; thence N89°46'30"E a distance of 150.62'; thence N00°15'26"W a distance of 30.50'; thence N90°00'00"E a distance of 10.00'; thence S00°15'26"E a distance of 30.46'; thence N89°44'34"E a distance of 37.21'; thence N63°47'13"E a distance of 11.94'; thence S27°48'09"E along the East property line a distance of 15.01'; thence S63°47'13"W a distance of 15.81'; thence S89°44'34"W a distance of 314.86'; thence N45°17'22"W a distance of 8.14'; thence N00°15'57"W a distance of 383.79' to the POINT OF BEGINNING;

Said tract contains 8238 Square Feet or 0.189 Acres more or less.

SCALE: 1" = 80'

0 80

BASIS OF BEARING = NORTH LINE OF THE SW/4 OF SECTION 32, T9N, R2W, I.M. (N89°57'52"E)

G:\24605100_EBOYDRSDNT\INFRASTRUCTURE\CIVIL\DWG\EASEMENT EXHIBIT.DWG

WATERLINE EASEMENT - ATTACHMENT A

300 Pointe Parkway Blvd.
Yukon, Oklahoma 73099
Crafton Tull
architecture | engineering | surveying
405.787.6270 t 405.787.6276 f
www.craftontull.com
CERTIFICATE OF AUTHORIZATION: CA 973 (PE/LS) EXPIRES 6/30/2026

SHEET NO.: 1 of 1
DATE: 06/30/2026
PROJECT NO.: 24605101

GRANT OF EASEMENT

E-2627-37

KNOW ALL MEN BY THESE PRESENTS

THAT, OK-OU Holdings LP, a Delaware limited partnership, 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 hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a drainage easement over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit

SEE ATTACHED 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 drainage.

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

SIGNED and delivered this 27th day of August, 20 26

DocuSigned by:

BY OK-OU GP LLC,
A Deleware limited liability company,
its General Partner

Frank Rocchio
Manager

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF Oklahoma, COUNTY OF Oklahoma, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 27th day of August, 20 26, personally appeared Frank Rocchio, Manager of OK-OU GP LLC, the General Partner of OU-OK Holdings LP, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that he executed the same as his 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.

NANCY GULLICK NOTARY # 20013278 EXP. 10/26/28 PUBLIC STATE OF OKLAHOMA

Signed by:
Nancy Gullick

Notary Public

My Commission Expires: 10/26/28

Approved as to form and legality this 28 day of August, 2026

Elisabeth Muckala

City Attorney

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

ATTEST:

Mayor

City Clerk

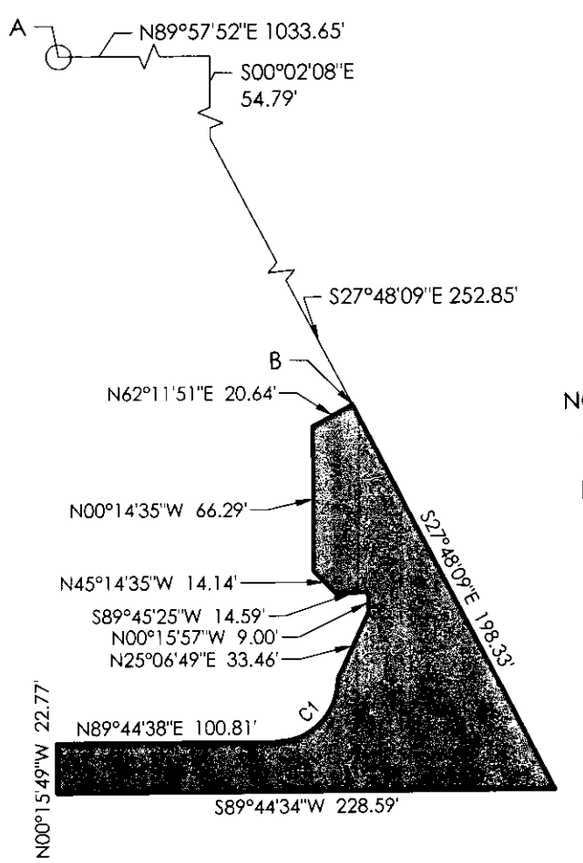
SEAL

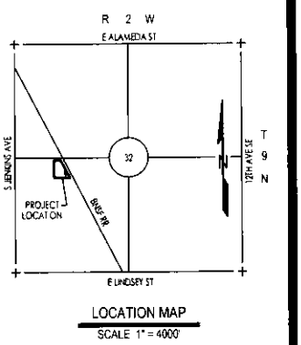
On this _____ day of _____, 20____, before me personally appeared _____ and _____, to me known to be the identical persons who executed the same as their free and voluntary act and deed of such municipal corporation, for the uses and purposes therein set forth.

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

Notary Public

E-2627-37





LOCATION MAP
SCALE 1" = 4000'

NOTES:
A. POINT OF COMMENCEMENT
B. POINT OF BEGINNING

LEGAL DESCRIPTION

A tract of land situated within the Southwest Quarter (SW/4) of Section Thirty Two (32), Township Nine North (T9N), Range Two West (R2W) of the Indian Meridian (I.M.), Norman, Cleveland County, Oklahoma, being a part of Block 1 of The Second State University Addition, being more particularly described as follows:

Commencing at the Northwest corner of said SW/4; thence N89°57'52"E along the North line of said SW/4 a distance of 1033.65 feet; thence S00°02'08"E a distance of 54.79 feet to the N/E property corner; thence S27°48'09"E along the East property line a distance of 252.85 feet to the POINT OF BEGINNING; thence

Thence S27°48'9"E along the East property line a distance of 198.33 feet; thence S89°44'34"W a distance of 228.59 feet; thence N00°15'49"W a distance of 22.77 feet; thence N89°44'38"E a distance of 100.81 feet to the beginning of the curve to the left having a radius of 28.00 feet, an arc distance of 43.98 feet, and a chord bearing and distance of N44°44'34"E, 39.60 feet; thence N25°06'49"E a distance of 33.46 feet; thence N00°15'57"W a distance of 9.00 feet; thence S89°45'25"W a distance of 14.59 feet; thence N45°14'35"W a distance of 14.14 feet; thence N00°14'35"W a distance of 66.29 feet; thence N62°11'51"E a distance of 20.64 feet to the POINT OF BEGINNING;

Said tract contains 12979 Square Feet or 0.298 Acres more or less.

CURVE TABLE

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	43.98'	28.00'	090°00'00"	N44° 44' 34"E	39.60'

SCALE: 1" = 80'

0 80

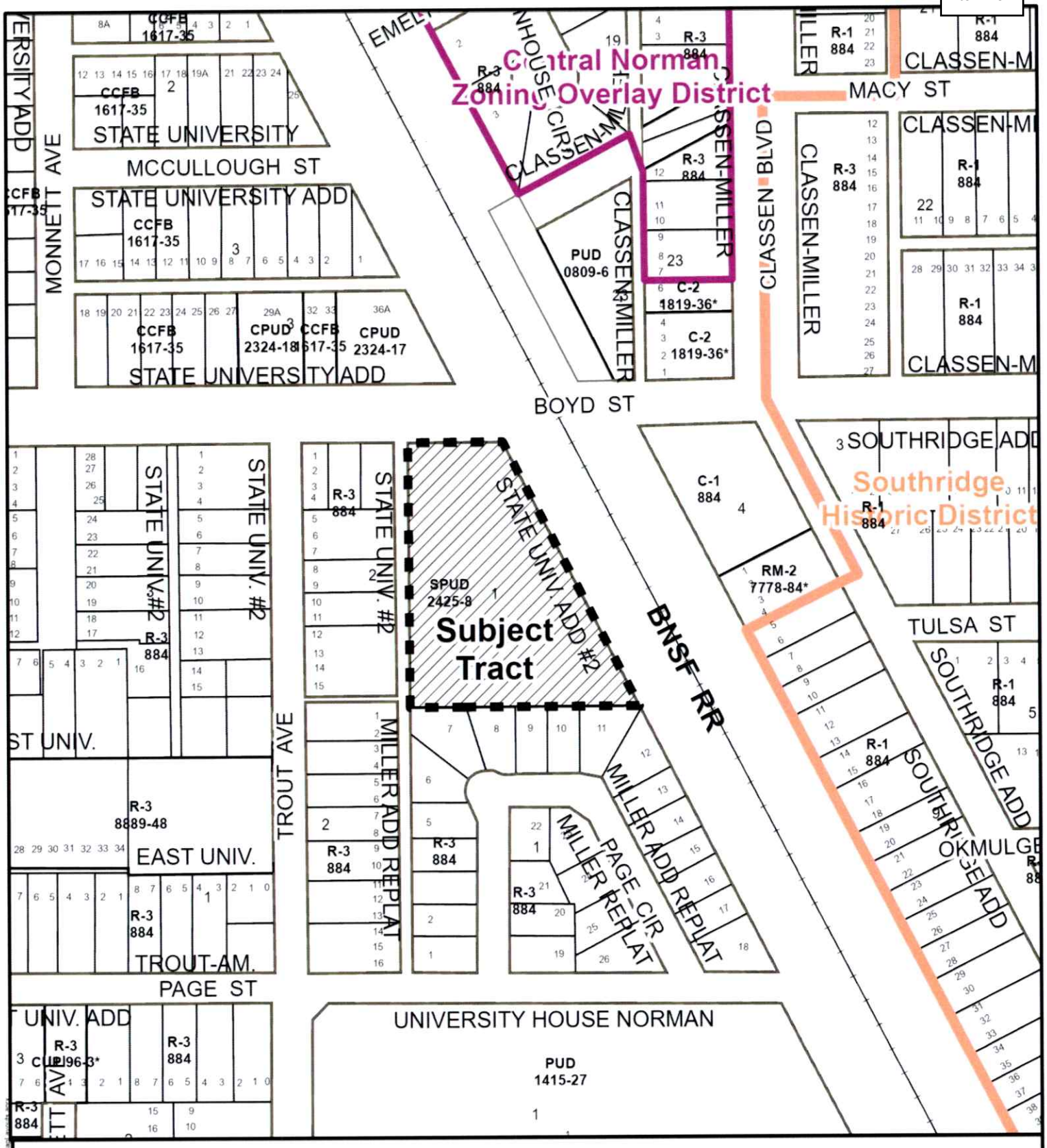
BASIS OF BEARING = NORTH LINE OF THE SW/4 OF SECTION 32, T9N, R2W, I.M. (N89°57'52"E)

DRAINAGE EASEMENT - ATTACHMENT A

300 Pointe Parkway Blvd.
Yukon, Oklahoma 73099
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CERTIFICATE OF AUTHORIZATION
CA 973 (PE/LS) EXPIRES 6/30/2026

SHEET NO.: 1 of 1
DATE: 06/30/2026
PROJECT NO.: 24605101

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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.

N W E S

October 22, 2026

0 100 200 Ft.

Subject Tract

File Attachments for Item:

14. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONSENT TO ENCROACH EN-2627-1: FOR LOT 3, BLOCK 1, BROOKHAVEN NO. 44 ADDITION, CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA. (3805 BRENTON CIRCLE) (WARD 8)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 11/10/2026

REQUESTER: Jeffery T. Jenson and Sheri J. Jenson

PRESENTER: AshLynn Wilkerson, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONSENT TO ENCROACH EN-2627-1: FOR LOT 3, BLOCK 1, BROOKHAVEN NO. 44 ADDITION, CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA. (3805 BRENTON CIRCLE) (WARD 8)

BACKGROUND:

An encroachment request has been filed in the Office of the City Clerk by property owners, Jeffery Todd Jenson and Sheri Jo Jenson, requesting a Consent to Encroach into a drainage and utility easement at the above-described property.

DISCUSSION:

The application for the Consent to Encroach concerns the encroachment upon a City of Norman and Norman Utilities Authority (NUA) drainage and utility easement for a proposed retaining wall. The owner(s) are requesting that the retaining wall be allowed to encroach upon the existing drainage and utility easement located across the east side of the property.

A platted 20-foot drainage and utility easement exists along the east property line and will be encroached upon for the proposed retaining wall. The proposed retaining wall will encroach the easement by approximately 3.5-feet for about 60-feet of the total length of the easement.

The applicants have obtained a response from AT&T, Oklahoma Natural Gas, Oklahoma Gas & Electric, Cox Communications, and Oklahoma Electric Cooperative. The City and NUA have no facilities located in the easement to be encroached upon.

Staff has reviewed the application and the “hold harmless” clauses. From a legal perspective, it protects the City’s and the NUA’s concerns with respect to damage to the property owners’ property should the City and the NUA or other authorized entity be required to perform work within its easement. There are some conditions applied to this Consent to Encroachment as listed below:

1. The property owner(s), and property owners' heirs, successors, or assigns (hereafter collectively the "Owner Parties") shall be responsible for the cost to install or repair any damages to the City's utilities or infrastructure caused by any excavation, piering or other construction activities conducted by the Owner Parties or their agents;

2. The Owner Parties shall be required to apply for and receive any applicable permits prior to commencing work;

3. The Owner Parties shall be responsible for the cost the City and the NUA incurs to remove any retaining wall, patio, structure, curb, landscaping, and/or any other item if needed to maintain or repair NUA facilities;

4. The Owner Parties shall be hereby solely responsible for the cost to repair or replace any retaining wall, patio, structure, curb, landscaping, or any other item after such repair;

5. The Owner Parties hereby waive and release any claims against the City and the NUA for any damages to the residence and related improvements caused by failure or repair and maintenance of the City's and the NUA's facilities within the easement area;

6. Oklahoma Electric Cooperative and Oklahoma Natural Gas do not object to the encroachment. AT&T, Cox Communications, and Oklahoma Gas & Electric responded that it has facilities in the area but do not object to this request;

7. By encroaching on said easement, the Owner Parties release Oklahoma Electric Cooperative, Oklahoma Natural Gas, AT&T, Cox Communications, and Oklahoma Gas & Electric for any damages caused by any excavation by these utility companies for purposes of installing, maintaining or replacing the City's and the NUA's utility facilities within the easement area; and

8. Damages to Oklahoma Electric Cooperative, Oklahoma Natural Gas, AT&T, Cox Communications, and Oklahoma Gas & Electric facilities resultant from any current/future construction may carry possible financial charges to the Owner Parties.

The benefit to having the consent to encroach on file is that it is evidence of the property owners' understanding that, while the City and the NUA are allowing them to encroach upon the easement, the City and the NUA are not liable and will not be responsible for damage to the property owners' property in the event installation or maintenance has to be performed within the easement.

All necessary City departments have responded to this item and have no objection to the proposed Consent Agreement and Covenant, with the conditions stated therein. Please note that this Consent Agreement and Covenant concerns only the City's consent to encroach where a project is otherwise permissible under City Code. Further evaluation will occur once such an application has been submitted by applicants relating to this project.

RECOMMENDATION:

Based upon the above and foregoing, the City Attorney's office is forwarding the above Consent to Encroach, EN-2627-1, for Council consideration.

CONSENT AGREEMENT AND COVENANT

Consent to Encroachment No. EN-2627-1

WHEREAS, the City of Norman and the Norman Utilities Authority (NUA), Cleveland County, are in possession of a utility easement on the land described as follows, to-wit:

> Lot 3, Block 1, Brookhaven No. 44 Addition, City of Norman, Cleveland County, Oklahoma (3805 Brenton Circle)

AND WHEREAS, the owner(s) of the above-described property requests that the proposed retaining wall be allowed to encroach upon an existing utility easement;

AND WHEREAS, the City and the NUA have been requested to consent in writing to the proposed retaining wall being located at the requested location;

NOW, THEREFORE, the City of Norman and the NUA do hereby consent to said proposed retaining wall being within and upon the utility easement with the following conditions:

1. The property owner(s), and property owners' heirs, successors, or assigns (hereafter collectively the "Owner Parties") will be responsible for the cost to repair any damages to the City's utilities or infrastructure caused by any excavation, piering or other construction activities conducted by the Owner Parties or their agents;

2. The Owner Parties will be required to apply for and receive any applicable permits prior to commencing work;

3. The Owner Parties will be responsible for the cost the City and the NUA incurs to remove any retaining wall, patio, structure, curb, landscaping and/or any other item if needed to maintain or repair NUA facilities;

4. The Owner Parties will be responsible for the cost to repair or replace any retaining wall, patio, structure, curb, landscaping, or any other item after such repair;

5. The Owner Parties will waive and release any claims against the City and the NUA for any damages to the residence and related improvements caused by failure or repair and maintenance of the City's and the NUA's utilities within the easement area;

6. Oklahoma Electric Cooperative and Oklahoma Natural Gas do not object to the encroachment. AT&T, Cox Communications, and Oklahoma Gas & Electric responded that it has facilities in the area but also do not object to this request;

7. By encroaching on said easement, the Owner Parties release Oklahoma Electric Cooperative, Oklahoma Natural Gas, AT&T, Cox Communications, and Oklahoma Gas & Electric for any damages caused by any excavation by these utility companies for purposes of installing, maintaining or replacing the City's and the NUA's utility facilities within the easement area; and

8. Damages to Oklahoma Electric Cooperative, Oklahoma Natural Gas, AT&T, Cox Communications, and Oklahoma Gas & Electric facilities resultant from any current/future construction may carry possible financial charges to the Owner Parties.

The consent is limited to the proposed retaining wall as indicated in the application being located within the drainage and utility easement and the City does not authorize or consent to the construction or location of any other structure of a permanent nature within the easement. Further, this Consent is given with the understanding that the Owner Parties are responsible for any and all direct and consequential damages resulting from the granting of this consent with entry to or upon the existing drainage and utility easement as required at any time in the future.

The City and the NUA, or any other entity so authorized, shall not be held responsible for any and all direct or consequential damages to encroaching improvements resulting from entry, by the City and the NUA, or any other entity so authorized, upon said drainage and utility easement, for any purpose associated with the maintenance, construction, relocation, etc. of any drainage and/or utility located within the said easement.

This Consent carries with it obligations and benefits affecting the land, and constitutes a covenant running with the land, shall be binding upon the Owner Parties, and any heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this consent this 10th day of November, 2026.

THE CITY OF NORMAN, OKLAHOMA

ATTEST:

_____
Stephen T. Holman, Mayor

_____
Jamie Meyer, City Clerk

[Continued on the following page]

OWNER

By: Jeffery Todd Jenson

State of Oklahoma)
) SS:
County of Cleveland)

On this 4 day of November, 2026, personally appeared before me, Jeffery Todd Jenson, known to me to be the Owner Party and the identical person who executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Notary Public

NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA
OFFICIAL SEAL
SARAH ENCINIAS
Commission # 21001091
Expires January 25, 2029

OWNER

By: Sheri Jo Jenson

State of Oklahoma)
) SS:
County of Cleveland)

On this 4 day of November, 2026, personally appeared before me, Sheri Jo Jenson, known to me to be the Owner Party and the identical person who executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Notary Public

NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA
OFFICIAL SEAL
SARAH ENCINIAS
Commission # 21001091
Expires January 25, 2029

office memorandum

DATE: October 6, 2026

TO: Rick Knighton, City Attorney
Ashlynn Wilkerson, Asst. City Attorney
Sarah Encinias, Legal Admin Tech
Jane Hudson, Director of Planning & Community Development
Lora Hoggatt, Planning Services Manager
Scott Sturtz, Director of Public Works
Nathan Madenwald, Utilities Engineer
Ken Danner, Subdivision Manager

FROM: Jamie Meyer, City Clerk

SUBJECT: Request for Consent to Encroachment No. 2627-1 (3805 Brenton Circle)

I am in receipt of an encroachment request from Drains 4 Rain, Frank Barnard for 3805 Brenton Circle, Norman, OK. He is requesting permission to encroach on a utility easement. The encroachment would be in the east 20' U/E D/E on this property. He needs to cover the footing and part of the stem on the east side of the house and for grading purposes. The retaining wall would be 3' x 5' and 74' in length. Mr. Barnard already had the utility lines marked and has all their written approvals.

The application fee has been paid. After the information has been received from the Planning Department, Public Works Department, and Utilities Department and a determination has been made on whether to recommend approval or denial, please forward your recommendation and the Consent to Encroachment Form, if needed, to my office in order that it may be scheduled as an agenda item.

This item will be tentatively scheduled as an agenda item on November 10, 2026, therefore the information must be received in my office by November 4, 2026. If there is a problem in meeting that timeframe, please advise.

llw

Attachments:
Encroachment Request Letter from Drains 4 Rain, Frank Barnard
Plot Plan, Brookhaven No. 44, Residence for Todd and Sheri Jenson
Trinity Wall System, Geogrid Reinforcement Estimating Chart
Dansby Engineering, PLC, Typical Reinforced Retaining Wall Section
Letter from AT&T dated July 13, 2026, re: 3805 Brenton Circle
Letter from Oklahoma Natural Gas dated Sept. 2, 2026, re: 3805 Brenton Circle
Letter from OG&E dated September 1, 2026, re: 3805 Brenton Circle
Letter from Cox Communications dated July 13, 2026, re: 3805 Brenton Circle
Receipt for payment from Drains 4 Rain, Frank Barnard

DRAINS-4-RAIN

1615 WILSHIRE AVE
NORMAN,OKLAHOMA 73072

0ct.6 2026

FILED IN THE OFFICE
OF THE CITY CLERK
ON 10/10/26-KW

City of Norman

RE:3805 Brenton Cir.
lot.-3, block -1 brookhaven 44 addition

To Whom it May Concern:

Please accept this letter as our formal request for a consent to encroach in the east 20'U/E D/E on the above mentioned property.

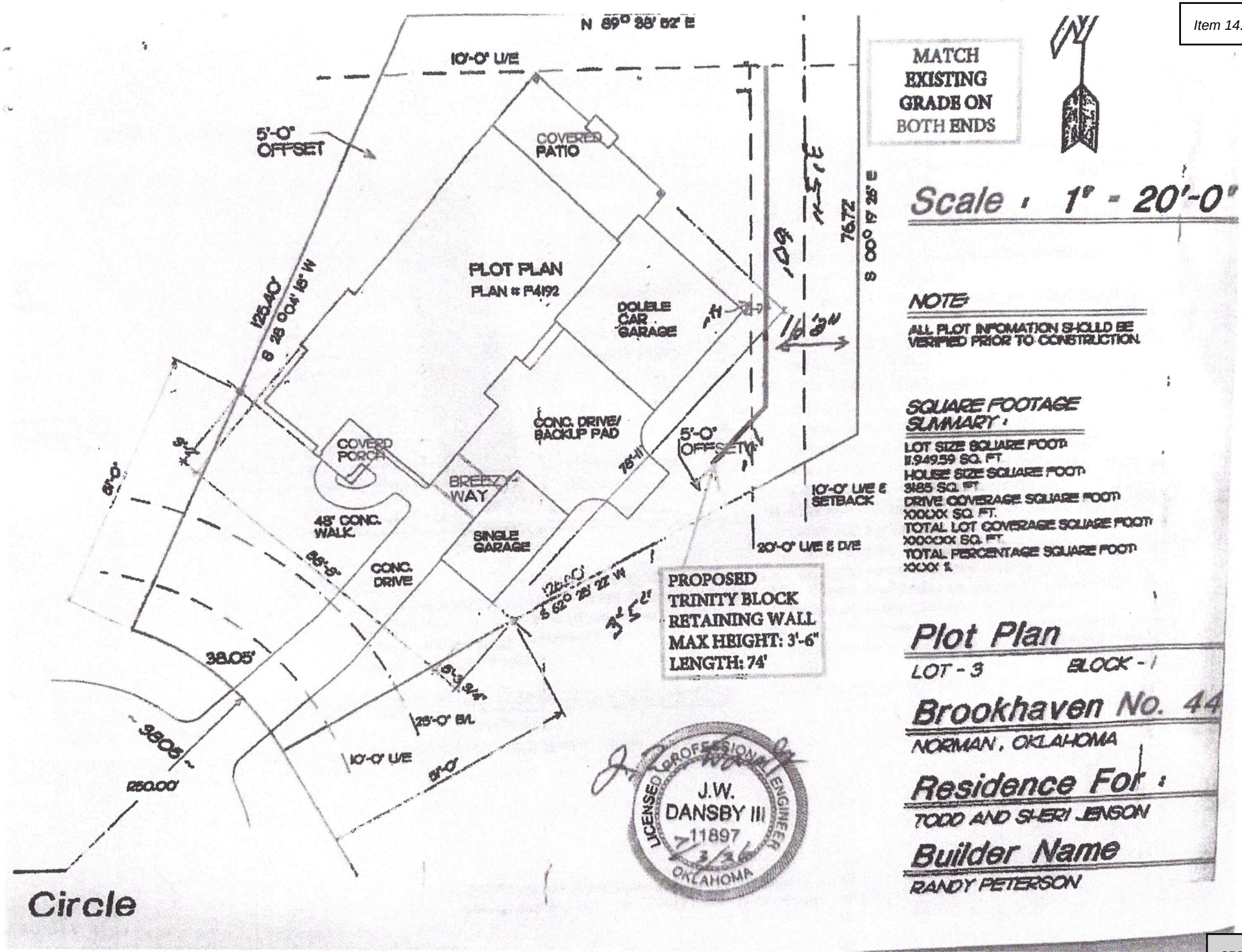
This
The is need to cover up the footing and part of stem on east side of house, and also for grading. The retaining ~~will~~ be 3'x 5''height x 74' long. WALL

We have had okie spot lines. We have got all of there approval to build.

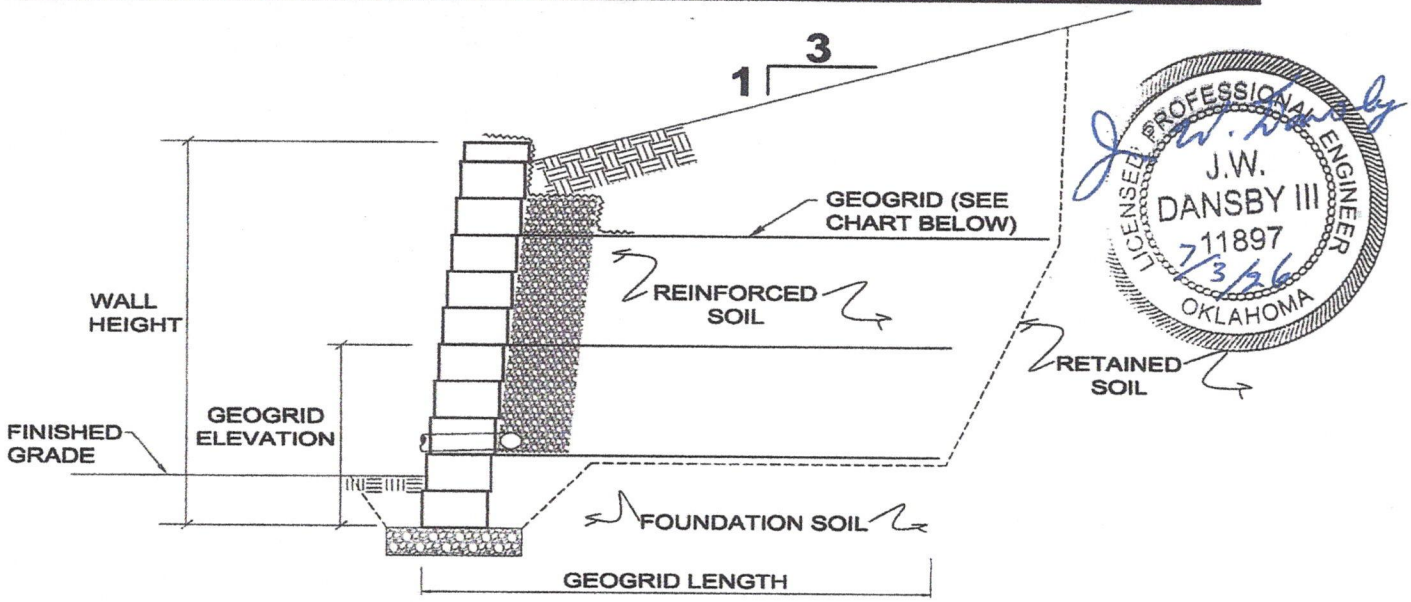
We appreciate your timely consideration to this matter.

Any question please contact Frank A. Barnard at 405-659-7603

Frank A. Barnard


N 89° 38' 52" E
10'-0" U/E
5'-0" OFFSET
COVERED PATIO
PLOT PLAN
PLAN # P4192
DOUBLE CAR GARAGE
CONC. DRIVE/ BACKUP PAD
COVERED PORCH
BREEZE-WAY
SINGLE GARAGE
48" CONC. WALK
CONC. DRIVE
5'-0" OFFSET
10'-0" U/E & SETBACK
20'-0" U/E & D/E
125.40'
S 28° 04' 18" W
76.72'
S 00° 19' 28" E
38.05'
250.00'
25'-0" B/L
10'-0" U/E
PROPOSED TRINITY BLOCK RETAINING WALL MAX HEIGHT: 3'-6" LENGTH: 74'
MATCH EXISTING GRADE ON BOTH ENDS
N
Scale : 1" - 20'-0"
NOTE
ALL PLOT INFOMATION SHOULD BE VERIFIED PRIOR TO CONSTRUCTION.
SQUARE FOOTAGE SUMMARY :
LOT SIZE SQUARE FOOT: 11,949.59 SQ. FT.
HOUSE SIZE SQUARE FOOT: 3185 SQ. FT.
DRIVE COVERAGE SQUARE FOOT: XXXXX SQ. FT.
TOTAL LOT COVERAGE SQUARE FOOT: XXXXXX SQ. FT.
TOTAL PERCENTAGE SQUARE FOOT: XXXX %
Plot Plan
LOT - 3 BLOCK - 1
Brookhaven No. 44
NORMAN, OKLAHOMA
Residence For :
TODD AND SHERI JENSON
Builder Name
RANDY PETERSON
LICENSED PROFESSIONAL ENGINEER
J.W. DANSBY III
11897
OKLAHOMA
Circle

TRINITY WALL SYSTEM
Geogrid Reinforcement Estimating Charts



3:1 Surcharge, γ = 120 PCF

Φ = 28° Silt/Clayey Soils

Wall Height	Grid Elevation	Grid Length
3.0'	1.34	4.0'
4.3'	1.34	4.0'
	3.34	5.0'
5.7'	2.00	5.0'
	4.00	5.5'
7.0'	1.34	5.5'
	3.34	5.5'
	5.34	7.0'
8.3'	0.67	8.0'
	2.67	8.0'
	4.67	8.0'
	6.67	8.0'
9.7'	0.67	9.0'
	2.67	9.0'
	4.67	9.0'
	6.67	9.0'
	8.67	10.0'

Φ = 30° Sandy Soils

Wall Height	Grid Elevation	Grid Length
3.0'	1.34	4.0'
4.3'	1.34	4.0'
	3.34	5.0'
5.7	2.00	4.5'
	4.00	5.5'
7.0'	1.34	4.0'
	3.34	5.0'
	5.34	6.5'
8.3'	0.67	7.0'
	2.67	7.0'
	4.67	7.0'
	6.67	7.5'
9.7'	0.67	7.5'
	2.67	7.5'
	4.67	7.5'
	6.67	7.5'
	8.67	9.0'

Φ = 34° Gravel Soils

Wall Height	Grid Elevation	Grid Length
3.0'	No Geogrid Required	
4.3	1.34	4.0'
	3.34	4.5'
5.7'	2.00	4.0'
	4.00	5.0'
7.0'	1.34	4.0'
	3.34	4.5'
	5.34	6.0'
8.3'	0.67	5.0'
	2.67	5.0'
	4.67	5.5'
	6.67	7.0'
9.7'	0.67	6.0'
	2.67	6.0'
	4.67	6.0'
	6.67	7.0'
	8.67	8.0'

The soils effective friction angle and unit weight as outlined above is assumed to exist in the reinforced, retained, and foundation zones. Geogrid type is HTG 35, Mirafi 3XT, Strate 200 or approved equivalent.

FOR STAMPED FINAL DESIGNS BY A PROFESSIONAL ENGINEER CALL 678.594.3451.

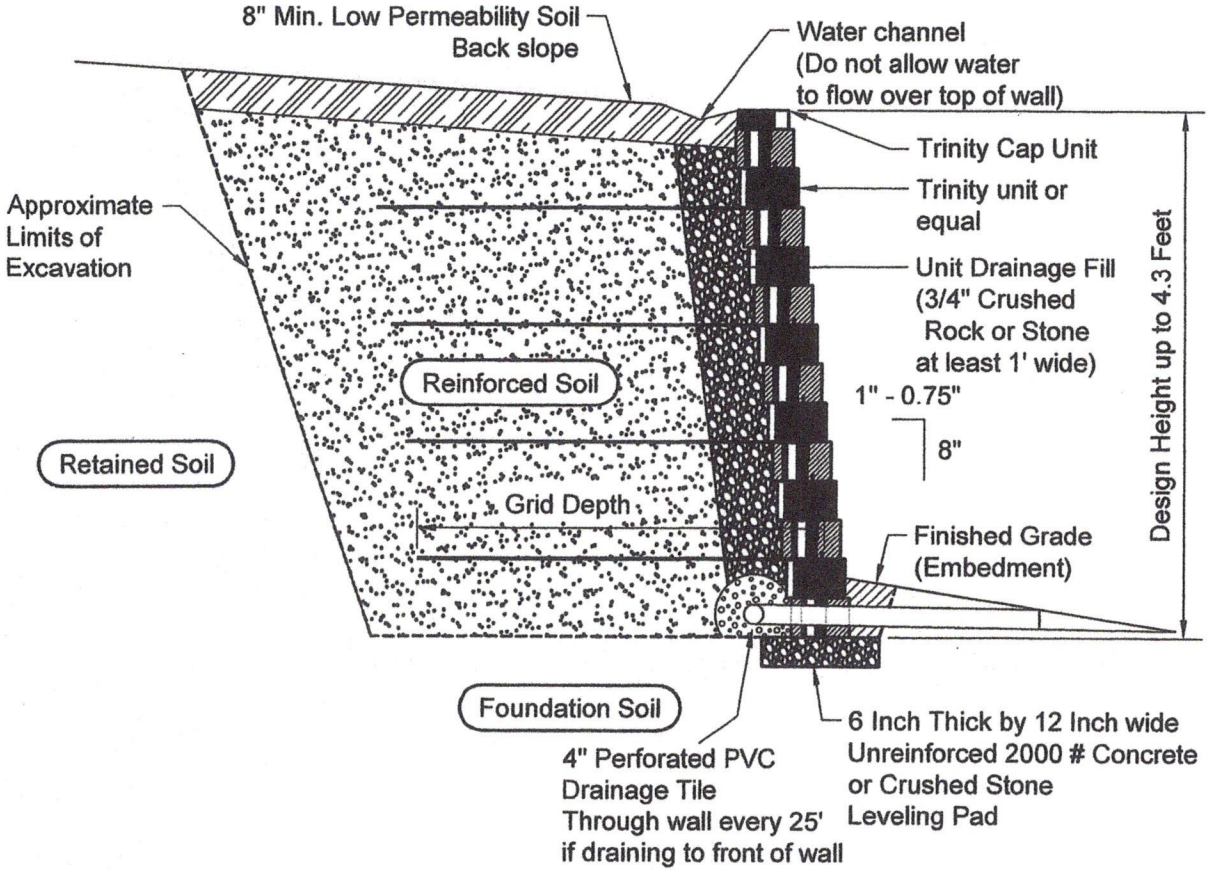
TRINITY
Segmental Block Wall System

Earth Wall Products, LLC
Marietta, Georgia USA
Tel: 678.594.3451
www.earthwallproducts.com

The information contained herein has been compiled by Earth Wall Products, LLC and to the best of our knowledge, accurately represents the Creekside Block product use in the applications which are illustrated. Final determination of the suitability for the use contemplated and its manner of use are the sole responsibility of the user. Final structural design and analysis shall be performed by a qualified engineer.

Dansby Engineering PLC
Civil and Environmental Engineers

BROOKHAVEN 44
LOT 3 - BLOCK 1
NORMAN, CLEVELAND COUNTY, OK 73072



Notes:

1. Wrap drainage tile in 3/4" aggregate and filter fabric with drainage composite or aggregate back drain system.
2. Wall Height (H) is the total height from top of the cap to the top of the leveling pad.
3. Minimum wall embedment is 8 inches or H/20, whichever is greater.
4. All backfill materials must be compacted to 95% standard proctor density in 8 inch lifts.
5. Finished grade must provide positive drainage away from wall.
6. This design is for a back slope less than or equal to 3:1
7. Walls less than 2.0 feet tall do not require geosynthetic reinforcement.
8. Walls > 2.0 feet < 3.0 feet tall require 1 layer of geosynthetic reinforcement grid.
9. Walls > 3.0 feet < 4.3 feet require 2 layers of reinforced grid
10. Grid lengths & locations are shown on the attached geogrid reinforcement charts.
11. There shall never be greater than 3 Trinity Units between layers of reinforcement fabric
12. The top layer of reinforcement fabric shall be no deeper than 2 layers of Trinity Units (excluding cap unit).
13. Fill all cores with #57 or #67 stone.

ADDRESS:
3805 BRENTON CIR
NORMAN, OK 73072

CONTRACTOR:
DRAINS-4-RAIN

J.W. Dansby P.E.
OK # 11897
CA# 5351
Proj. # 1518
06 25 2026

Typical Reinforced Retaining Wall Section

TRINITY WALL

NOTE: ALL REINFORCEMENT GRID SHALL BE HTG-35 OR EQUAL.



2202 Westpark Drive Suite B, Norman, Oklahoma 73069
Telephone/Fax: (405) 321-4049 Email: jwdansby@email.com

office memorandum

TO: Honorable Mayor and Councilmembers

FROM: Lora Hoggatt, Assistant Planning Director

DATE: November 2, 2026

SUBJECT: Consent to Encroach – No. 2627-1
Lot 3, Block 1, Brookhaven No. 44
3805 Brenton Circle

The lot located at the subject address has a platted 20' Utility/Drainage Easement across the east side of the lot. The owner is requesting consent to encroach into this platted easement with a retaining wall to cover the footing and stem wall on the east side of the house and to achieve the required slope for final grade.

Planning and Community Development Staff does not oppose the encroachment of this retaining wall.

Cc: Jane Hudson, Director of Planning & Community Development
Jamie Meyer, City Clerk
Daniela Rodriguez, Deputy City Clerk
Sarah Encinias, Legal Admin Tech

office memorandum

Date: October 7. 2026

To: Beth Muckala, Assistant City Attorney

From: Ken Danner, Subdivision Development Manager

Subject: Consent to Encroach
Lot 3, Block 1, Brookhaven No. 44 Addition
3805 Brenton Circle.

Public Works Department, Engineering Division does not object to the encroachment of a proposed retaining wall within 20' Drainage and Utility Easement. The contractor contacted utility companies for their input. The utility companies are not opposed to the request. Staff reached out to OEC and they do not have a utility within the easement.

The retaining wall plans have been reviewed by Engineering staff.

If you have further questions, please feel free to contact me.

kd
Reviewed by: Tim Miles, City Engineer
Reviewed by: Scott Sturtz, Director of Public Works

cc: Jamie Meyer, City Clerk
Brandon Brooks, Development Engineer

AT&T

Jared Tanksley
Sr. Specialist – OSP Design Eng
2205 N. Rockwell Ave.
Bethany, OK 73008

T: 405.246.8403
JT6962@ATT.COM

Date: July 13, 2026

Frank Barnard
3805 Brenton Circle/Ct, Norman, OK 73072
Norman, Oklahoma
ATT: Frank Barnard

Need a revocable letter for a segmental wall permit - drains4rain@gmail.com

AT&T has no objection to the project provided.

☐ AT&T has no facilities present in this Right-Of-Way or Easement
☒ AT&T does have facilities present in this Right-Of-Way or Easement

Prior to beginning any digging/trenching activities, please notify CALL-OKIE, 1-800-522-6543 or 811 to have utilities located. It is your responsibility to verify that this project does not obstruct or infringe on any of AT&T's existing infrastructure. Cost to repair any AT&T facility damaged during construction of this project will be the responsibility of the damaging party. If any future repairs are necessary, AT&T is not responsible for any damages to any structures placed on or in the utility easement. In addition, this letter will only be deemed valid if the proposed construction correctly maintains a minimum of 3' of separation to any of AT&T's existing aerial attachments on any pole structure that it may be encroaching on, and maintains 15.5' clearance from ground level to any of AT&T's existing aerial attachments on any pole structure that it may be encroaching on per the National Electrical and Safety Code (NESC) Rule 232.

Should you have any questions or need other assistance, please feel free to contact me.

Thank you –

Jared Tanksley
AT&T Inc., *Sr. Specialist – OSP Design Engineer*
405-246-8403 | jt6962@att.com
2205 N Rockwell Ave, Oklahoma City, OK

Oklahoma Natural Gas
A Division of ONE Gas
4901 N Santa Fe
Oklahoma City, OK 73118
405-990-7912
oklahomanaturalgas.com

September 2, 2026

Frank Barnard
Drains 4 Rain
1615 Wilshire Ave
Norman, OK 73072

RE: Engineering

Letter of No Objection

Dear Frank,

Oklahoma Natural Gas Company, a division of ONE Gas, Inc. ("ONG") has no objection to the City of Norman granting a revocable permit to Drains 4 Rain for the construction of a retaining wall at 3805 Brenton Ct, Norman. Please be advised that ONG requires the following:

- A minimum of 2 feet undisturbed separation from underground/aboveground facilities in the area.
- Customer's conduit shall be installed at right angles or as near right angles to ONG's assets as reasonably practicable, so long as such installation provides for a minimum of two feet (2') of horizontal and vertical separation from all ONG assets.

If you need our facilities relocated to accommodate your excavation or construction, ONG will provide you a cost estimate.

Prior to any excavation, please contact OKIE-ONE 1-800-522-6543 a minimum of forty-eight (48) hours for exact location of our facilities. ONG will hold the damaging party responsible for any repairs to our facilities. If any repairs are necessary, ONG is not responsible for any damage to any structures or landscaping on or in the utility easement.

Oklahoma Natural Gas
A Division of ONE Gas
4901 N Santa Fe
Oklahoma City, OK 73118
405-990-7912
oklahomanaturalgas.com

Sincerely,

Teagan Moore

Teagan Moore
Engineer II

OGE Energy Corp.
PO Box 321
Oklahoma City, Oklahoma 73101-0321
405-553-3000
www.oge.com

September 1, 2026

Jeffrey Todd Jenson and Sheri Jo Jenson
3108 SE 29th Court
Moore, OK. 73165-7378

Oklahoma Gas & Electric Company ("OG&E") has no objection to the installation of the Retaining Wall. The exact location of the wall is near the east side of the lot in the platted utility easement as depicted in the attached Site Plan and referred to herein as the ROW.

Oklahoma Gas & Electric Company ("OG&E") has no objection to the installation of the Retaining Wall (the "Improvements") to be constructed within the public right-of-way ("ROW"), at 3805 Brenton Circle, Norman, Oklahoma 73072 and as depicted in the attached Site Plan.

To satisfy National Electric Safety Code ("NESC") and OG&E's safety requirements, this letter of no-objection is being provided with the following conditions:

1. Changes to the final grade of the ROW are limited to two feet for excavation or fill.
2. No permanent structures may be installed within the ROW.
3. Any vegetation within the ROW must have a maturity height of ten feet or less.
4. OG&E is not responsible for any damage to any structures or landscaping on or in the ROW.

Regardless of this letter of no objection, OG&E reserves the right to demand immediate redress, at no cost to OG&E, of any condition that threatens the safety or reliability of its structures located within the ROW.

As a reminder, prior to any excavation, please contact OKIE-ONE 1-800-522-6543 for a minimum of forty- eight (48) hours for the exact location of OG&E facilities.

This letter of no objection does not waive OG&E's right to hold any party responsible for any damage to OG&E facilities.

Sincerely,

James Thomas
Director, Power Delivery Engineering

7/13/2026

Drains4Rain
1615 Wilshire Ave
Norman OK 73072

Attn: Frank Barnard

RE: Revocable Permit –Letter of No Objection for 3805 Brenton Cir, Norman, Oklahoma 73072

Cox Communications has no objection to the City of Norman granting a revocable permit to erect, construct, plant, install, and maintain installation of a segment wall that will encroach in the right-of-way or public easement for the property located at 3805 Brenton Cir, Norman, Oklahoma 73072 . Please be advised that Cox Communications does have underground facilities in the vicinity; therefore, proceeding with caution is recommended and requested. If relocation of said facilities is necessary to accommodate your excavation or construction, Cox will provide a cost estimate upon request. A geographical depiction of our facilities is attached; however, this is not engineering scale and for the exact location of our facilities, Cox recommends calling in utility locates.

Prior to beginning any digging and/ or trenching activities, please call OKIE–ONE 1-800-522-6543 for exact location of our facilities. Cost to repair ANY Cox Communications facility damage caused during construction of this project will be the responsibility of the damaging party. If any future repairs are necessary, Cox Communications is not responsible for any damages to any structures placed on or in the utility easements.

If you have any questions or concerns, please feel free to contact our office at (405) 850-0813 or email OKCROW@cox.com.

Sincerely,
Tara Cassidy
Cox Communications
Land Use Agent
405-850-0813

Ken Danner

From: Landon Gum
Sent: Monday, October 12, 2026 10:57 AM
To: 'Wes White'
Cc: Ken Danner
Subject: RE: Request for Consent to Encroachment No. 2627-1 (3805 Brenton Circle)

Great news. Thank you Wes!

Landon Gum
Subdivision Development Coordinator
Public Works/Engineering Department
City of Norman
225 North Webster Avenue
Norman, OK 73069
405-366-5457 (Office)
405-366-5418 (Fax)
landon.gum@normanok.gov

This email and any files transmitted with it are intended solely for the use of the individual or entity to which they are addressed. If you have received this email in error please notify the sender.

From: Wes White <wwhite@okcoop.org>
Sent: Monday, October 12, 2026 9:43 AM
To: Landon Gum <Landon.Gum@NormanOK.gov>
Subject: RE: [External]Request for Consent to Encroachment No. 2627-1 (3805 Brenton Circle)

This Message Is From an External Sender
This message came from outside your organization.
Report Suspicious

Oklahoma Electric Cooperative and OEC Fiber have no objection to the request to encroachment at 3805 Brenton Circle. If you need anything else let me know.

Thanks,
Wes

Wes White
Manager of Field Design
Oklahoma Electric
Cooperative

o: (405) 217-6617
wwhite@okcoop.org
www.okcoop.org
2520 Hemphill Dr | PO Box 1208
Norman, OK 73070

OEC OKLAHOMA ELECTRIC COOPERATIVE

The Journal Record Best Places to Work 2021

office memorandum

Date: October 28, 2026

To: Jamie Meyer, City Clerk

From: Nathan Madenwald, Utilities Engineer

Subject: Consent to Encroach 2627-1
(3805 Brenton Circle – Block 1, Lot 3 Brookhaven No. 44 Addition)

An existing platted utility easement lies along the east side of the subject property. The applicant is requesting encroachment into the east 20-foot easement for a retaining wall.

A 6-inch waterline and an 8-inch sanitary sewer line are located in the existing street right-of-way. No water or sewer facilities are located within the easement to be encroached upon.

The Norman Utilities Authority (NUA) objects to all encroachments in utility easements. However, if the applicant agrees to the following requirements with consent document filed of record on the property for the duration that the encroachment is in place, NUA staff will not oppose a recommendation for approval:

1. The property owner will be responsible for the cost to repair any damages to the City's utilities caused by any excavation or other construction activities conducted by the property owner or his agents.
2. The property owner will be responsible for the cost the City incurs to remove any improvements or structure if needed to maintain, repair, or install NUA facilities.
3. The property owner will be responsible for the cost to repair or replace any improvements or structure after such repairs.
4. The property owner will waive and release any claims against the City for any damages to the residence and related improvements caused by failure or repair, maintenance, and installation of the City's utilities within the easement area.

Please advise if questions arise.

Attachments: Map of Water and Sewer Infrastructure
October 6, 2026, Consent to Encroachment No. 2627-1 Memo from City Clerk

cc: Ken Danner
Beth Muckala
Anthony Purinton
Sarah Encinias
Chris Mattingly
Utilities Folder


Interactive City Map
City of Norman
Planning & Community Development
GIS Services Division
Layers
Layer
Legend
Address Number
Street Names
Water
Sewer
Stormwater
Land Base
Lot Line
Parcels
Subdivisions
Easements
Conservation Easements
BOR Flowage Easement Parcels
Planimetric
Zoning Layers
Planning
General Information
Aerial Photography
BRENTON CIR
20 ft

File Attachments for Item:

15. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER FIVE TO CONTRACT K-2526-1: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ARROYO'S CONCRETE L.L.C., DECREASING THE CONTRACT AMOUNT BY $44,185.05 FOR A REVISED CONTRACT AMOUNT OF $839,336.09 FOR THE FYE 2026 SIDEWALK CONCRETE PROJECTS, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF $41,966.80. (WARDS 1-8)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 11/10/2026

REQUESTER: Steve Guizzo, Engineering Assistant

PRESENTER: Scott E. Sturtz, Public Works Director

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER FIVE TO CONTRACT K-2526-1: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ARROYO'S CONCRETE L.L.C., DECREASING THE CONTRACT AMOUNT BY $44,185.05 FOR A REVISED CONTRACT AMOUNT OF $839,336.09 FOR THE FYE 2026 SIDEWALK CONCRETE PROJECTS, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF $41,966.80. (WARDS 1-8)

BACKGROUND:

The FYE 2026 Sidewalk Concrete Projects consisted of removal and replacement of sidewalks, handicap ramps and curbs and gutters as needed at various locations throughout the City of Norman.

The FYE 2026 Sidewalk Concrete Projects (K-2526-1) bids were opened on May 29, 2025, with Arroyo's Concrete L.L.C., submitting the winning bid of $558,887. The contract was approved by City Council on July 22, 2025. As a companion item to the contract award, Change Order No. 1 was approved to replace a sidewalk on Rock Creek Road west of 36th Avenue NW adding $47,000.00 for a new contract total of $605,887. Work began on August 18, 2025, and was completed on April 30, 2026.

On September 22, 2025, City Council approved Change Order No. 2 to Contract K-2526-1 for the installation and modification of sidewalks in the Old Silk-Stockings Neighborhood as part of the Community Development Block Grant (CDBG) program in the amount of $187,659.82 for an updated contract total of $793,546.82.

On February 3, 2026, the City Manager approved Change Order No. 3 to Contract K-2526-1 for the installation and modification of sidewalks along the south side of Norman Regional Hospital located on Wellness Way between Porter Avenue and North Findlay Avenue including a connection to sidewalk at the Adult Wellness Center in the amount of $16,955.32 for an updated contract total of $810,502.14.

On March 10, 2026, City Council approved Change Order No. 4 to Contract K-2526-1 for the installation and modification of sidewalks along the east and west sides of Lahoma Avenue

between West Boyd Street and West Brooks Street as part of the Community Development Block Grant (CDBG) program in the amount of $73,019 for an updated contract total of $883,521.14

DISCUSSION:
Sidewalk and handicap ramp projects are awarded to the lowest responsible bidder. Contractor bids are determined by using 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.

The first four (4) change orders to this contract consist of added sidewalk locations to the original bid since additional funds were available. Change Order No. 5 reconciles the fourteen (14) bid items that resulted in a quantity change. All these items consisted of a quantity underrun and cost decrease in the amount of $44,185.05. For the specific quantity underruns, please see the attached Change Order No. 5.

City staff has found all work to be complete and acceptable with all punch list items addressed and is proposing final payment of retainage and final acceptance of this contract (K-2526-1) with Arroyo's Concrete L.L.C.

RECOMMENDATION NO. 1:
City staff recommends that Change Order No. 5 decreasing Contract K-2526-1 with Arroyo's Concrete L.L.C., by $44,185.05 be approved.

RECOMMENDATION NO. 2:
City staff further recommends final acceptance of the FYE 2025 Sidewalk Concrete Projects, Contract No. K-2526-1, and final payment to Arroyo's Concrete L.L.C., in the amount of $41,966.80.

CHANGE ORDER
SUMMARY CITY OF
NORMAN
CLEVELAND COUNTY,
OKLAHOMA

CHANGE ORDER NO. 5 DATE: November 2, 2026

CONTRACT NO.: K-2526-1 SUBMITTED BY: Steve Guizzo

PROJECT: FYE 2026 SIDEWALK CONCRETE PROJECTS

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

Original Completion Date: June 30, 2026

Previous Completion Date: June 30, 2026, ORIGINAL CONTRACT AMOUNT: $588,887.00

(Increase) this change order 0 Calendar days

New Completion Date June 30, 2026, PRESENT CONTRACT AMOUNT: $925,487.94

DESCRIPTION	DECREASE	INCREASE
See Attached "Change Order Detail"	$44,185.05	$0.00

This change order is to finalize this contract with Arroyo's Concrete LLC. for the FYE 2026 Sidewalk Concrete Projects, funds will be returned to the program to fund future projects next year.

NET CHANGE: $ 44,185.05

REVISED CONTRACT AMOUNT $839,336.09

CONTRACTOR: Emilio Arroyo DATE: 11/2/26

CITY ENGINEER: [signature] DATE: 11/3/26

CITY ATTORNEY: Elizabeth Weitzel DATE: 11/4/26

ACCEPTED BY: _____ DATE: _____
(Mayor)

CHANGE ORDER DETAIL
CHANGE ORDER NO. 5
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: TC0273

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 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. 5
PROJECT NAME: FYE 2026 CONCRETE PROJECTS

	Description		
	FYE 2026 CITYWIDE SIDEWALK		

	RECONSTRUCTION PROJECT		
	Acct. No. 050-90052-46101 Proj. No.TC00273		
Item	Description	Decrease	Increase
1	Unclassified Excavation Common		
	15 CY x $20.00/CY=	$300.00	
2	Unclassified Borrow		
	20 CY x $30.00/CY=	$600.00	
3	Solid Slab Sodding		
	27.5036 SY x $14.00/SY=	$385.05	
7	Removal of Concrete Sidewalk		
	300 SY x $15.00/SY=	$4,500.00	
10	Removal of 9" to 12" Concrete Pavement		
	150 SY x $15.00/SY=	$2,250.00	
12	Sawing Pavement		
	500 LF x $6.00/LF=	$3,000.00	
13	Install 4" Concrete Sidewalk		
	250 SY x $70.00/SY=	$17,500.00	
22	Installation of Concrete Sidewalk Ramps		
	50 SY x $150.00/SY=	$7,500.00	
23	Detectable Warning Surface		
	50 SF x $40.00/SF=	$2,000.00	
26	Concrete Curb (6" Barrier – Integral)		
	100 LF x $12.00/LF=	$1,200.00	
27	Concrete Curb (8" Barrier – Integral)		
	100 LF x $12.00/LF=	$1,200.00	
31	1/2" Joint Dowel		
	100 EA x $10.00/EA=	$1,000.00	
34	Removal of Curb and Gutter		
	55 LF x $15.00/LF=	$825.00	
35	Installation of Curb and Gutter		
	55 LF x $35.00/LF=	$1,925.00	
	TOTAL PROJECT DECREASE	$44,185.05	

FYE 2026 Sidewalk Concrete Projects

APPLICATION AND CERTIFICATE FOR PAYMENT

LOCATION: Various

ENGINEER: City of Norman

CONTRACTOR: Arroyo's Concrete LLC.

TO: City of Norman

APPLICATION DATE: 10/19/2026 APPLICATION NO. 5Final

PERIOD FROM: 7/9/2025 6/30/2026

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner — ADDITIONS $ — DEDUCTIONS $

TOTAL

Subsequent Change Orders

Number	Approved (Date)	
CO #1	7/9/2025	$47,000.00
CO #2	10/14/2025	$187,659.82
CO #3	2/3/2026	$16,955.32
CO #4	2/13/2026	$73,019.00
CO #5	10/27/2026	-$44,185.05
TOTALS		
Net change by Change Orders		$277,634.14

Application is made for Payment, as shown below, in connection with the Contract. The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM	$	605,887.00
Net Change by Change Orders		$277,634.14
CONTRACT SUM TO DATE		$883,521.14
TOTAL COMPLETED AND STORED TO DATE	$	839,336.09
RETAINAGE 0%	$	-
TOTAL EARNED WITH RETAINAGE	$	839,336.09
LESS PREVIOUS CERTIFICATES FOR	$	797,369.29
PAYMENT	$	41,966.80

The undersigned Contractor certifies that the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for work for which previous Certificates for Payment were issued and payments received from the City, and that the current payment shown herein is now due.

CONTRACTOR:

By:_____ Date: _____

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Inspector certifies to the City that to the best of the Inspector's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with Contract Documents, and the to payment of the AMOUNT $41,966.80

INSPECTOR:

BY:_____

ENGINEER/OWNER:

BY: _____

File Attachments for Item:

16. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2526-131: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND GARVER, L.L.C., INCREASING THE CONTRACT AMOUNT BY $85,000 FOR A REVISED CONTRACT TOTAL OF $134,575 FOR ENGINEERING SERVICES ASSOCIATED WITH THE NORMAN WATER RECLAMATION FACILITY (WRF) DIGESTER THREE CONDITION ASSESSMENT, AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT. (Ward 7)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 11/10/2026

REQUESTER: Peter Wolbach, Utilities Staff Engineer

PRESENTER: Peter Wolbach, Utilities Staff Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2526-131: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND GARVER, L.L.C., INCREASING THE CONTRACT AMOUNT BY $85,000 FOR A REVISED CONTRACT TOTAL OF $134,575 FOR ENGINEERING SERVICES ASSOCIATED WITH THE NORMAN WATER RECLAMATION FACILITY (WRF) DIGESTER THREE CONDITION ASSESSMENT, AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT. (Ward 7)

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.

On February 24, 2026, the Norman Utilities Authority (NUA) approved Contract K-2526-131 with Garver, L.L.C., in the amount of $49,575 for engineering services associated with the Digester No. 3 Condition Assessment (WW0336). The assessment includes evaluation of the floating roof structure, identified crack, concrete walls, and associated internal components to determine necessary repairs and rehabilitation needs.

DISCUSSION:

Under the original agreement, the City was responsible for providing scaffolding, ladders, and ventilation necessary for Garver to perform the internal condition assessment of Digester No. 3. Following further coordination, staff identified limited options for providing the necessary access equipment and determined that Garver providing the necessary services to be able to inspect the tank would be more appropriate.

Amendment No. 1 to Contract K-2526-131 modifies the scope of services to allow Garver to retain a qualified subcontractor to provide, install, and remove the scaffolding and associated ventilation and lighting equipment required for the internal assessment.

An internal transfer of $85,000 from the WRF Digester 3 Roof Replacement construction account (32999911-46101, Project WW0336), which currently has an available balance of $200,000, into the WRF Digester 3 Roof Replacement design account (32999911-46201, Project WW0336) is proposed to fund this amendment. With the transfer, the new design account balance will be $85,425.

RECOMMENDATION 1:

Staff recommends the NUA approve Amendment No. 1 to Contract K-2526-131 with Garver, L.L.C., in the amount of $85,000, increasing the total contract amount to $134,575, for additional services associated with the Norman WRF Digester No. 3 Condition Assessment (WW0336).

RECOMMENDATION 2:

Staff recommends approval of a budget transfer in the amount of $85,000 from the WRF Digester 3 Roof Replacement construction account (32999911-46101 / WW0336) to the WRF Digester 3 Roof Replacement design account (32999911-46201 / WW0336).

AMENDMENT NO. 1
TO CONTRACT K-2526-131
FOR
ENGINEERING SERVICES

This Amendment No. 1 (AMENDMENT) dated this day of 2026 is made a part of Contract K-2526-131 (AGREEMENT) dated March 10, 2026, between the Norman Utilities Authority (OWNER) and Garver, LLC (ENGINEER) for professional engineering services.

1. The following language replaces Article 6.2 of the Agreement:

   Unless otherwise agreed between the parties in writing, OWNER will make its facilities accessible to ENGINEER as required for ENGINEER's performance of its SERVICES. In the event ENGINEER agrees to provide its own means of access, including, but not limited to, temporary scaffolding, ladders, lighting, and related items ("Access Means"), ENGINEER shall retain a qualified subcontractor to perform Access Means installation. ENGINEER's liability to OWNER for any and all claims, damages, and expenses arising out of the Access Means installation shall be limited to the extent ENGINEER recovers the same from the subcontractor responsible for such claim.

2. The Scope of Services of ENGINEER of said Agreement are amended and supplemented as described in Attachment A, attached hereto and incorporated by reference herein.

3. The method of payment for services rendered by ENGINEER 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 ENGINEER have executed this AMENDMENT.

DATED this _____ day of _____ 2026.

Garver, LLC - ENGINEER

By: _____ ATTEST _____

Title: Vice President Project Manager

Norman Utilities Authority- OWNER

APPROVED as to form and legality this 4 day of Nov, 2026.

_____
City Attorney

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

ATTEST

By: _____ _____

Title: _____ _____

ATTACHMENT A

SCOPE OF SERVICES

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

- 2.8 Engineer's subcontractor will provide scaffolding installation and removal for 30 days of observation and removal and replacement of Digester center cover seal. The services include the following:

  2.8.1 Scaffolding installation for a flat dance floor inside the digester.
  2.8.2 Temporary lighting.
  2.8.3 Forced air system and atmospheric monitoring.
  2.8.4 All necessary internal ladders and movable scaffolds for observation.
  2.8.5 Safety requirements per OSHA.
  2.8.6 Removal of all materials upon observation completion.

The following language is removed from Attachment B of the Agreement:

- 2.3.3 Provide scaffolding or ladder for Engineer to reach the roof inside of Digester No. 3.
- 2.3.5 Provide ventilation during observation.

ATTACHMENT B

COMPENSATION

The following language will replace Attachment C of the Agreement:

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:

Activity	Task Description	Original Amount	Increase (Decrease)	Lump Sum Amount
1	Project Management	$1,913		$1,913
2	Condition Assessment	$47,662	$85,000	$132,662
Total		**$49,575**	**$85,000**	**$134,575**

The lump sum amount to be paid under this Work Order is $134,575. 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.



WW0336 - Norman Water Reclamation Digester No. 3 Roof Repair

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.

0 200 400 Feet

October 28, 2026

N W E S

Digester No. 3

File Attachments for Item:

17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDING BID 2526-55 AND CONTRACT K-2526-190 BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND EIGHTTWENTY OKLAHOMA, L.L.C., IN THE AMOUNT OF $184,876.00; PERFORMANCE BOND B-2526-86; STATUTORY BOND B-2526-87; MAINTENANCE BOND MB-2526-69 FOR THE LINE MAINTENANCE SOLAR PHOTOVOLTAIC SYSTEM INSTALLATION PROJECT. (WARD 6)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 11/10/2026

REQUESTER: Michele Loudenback, Environmental and Sustainability Manager

PRESENTER: Michele Loudenback, Environmental and Sustainability Manager

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDING BID 2526-55 AND CONTRACT K-2526-190 BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND EIGHTTWENTY OKLAHOMA, L.L.C., IN THE AMOUNT OF $184,876.00; PERFORMANCE BOND B-2526-86; STATUTORY BOND B-2526-87; MAINTENANCE BOND MB-2526-69 FOR THE LINE MAINTENANCE SOLAR PHOTOVOLTAIC SYSTEM INSTALLATION PROJECT. (WARD 6)

BACKGROUND:

On August 9, 2005, Mayor Haralson signed the United States Mayors' Climate Protection Agreement which consisted of 12 recommended action items designed to reduce global warming emissions and increase energy conservation. Norman's Environmental Control Advisory Board (ECAB) is tasked with creating and updating recommendations every five years. The most recent review was finalized in 2023. Recommendations include reducing City of Norman operations' greenhouse gas emissions by 25% by 2028 and increasing renewable energy use throughout the City with a goal of reaching 100% renewable energy consumption by the year 2050. One way to reach this goal is by installing renewable energy generating equipment on municipal facilities.

DISCUSSION:

The Invitation to Bid (Bid 2526-55) for the construction and installation of a solar photovoltaic system was published in the Norman Transcript on August 13 and August 20, 2026. The project contained a Base Bid for the design, procurement and installation of a solar photovoltaic system with solar production monitoring on the Line Maintenance building. No Alternate Bids were included in this project.

Three contractors submitted bids. The bids ranged from $184,876.00 to $211,306.00. EightTwenty Oklahoma, L.L.C., was determined the lowest responsible bidder with a bid of $184.876.00. Staff recommends award of the bid to EightTwenty Oklahoma, L.L.C.

The funding for this project is available will be as follows:

Account Description	Account Information	Available Balance	Project Funding Amount
LM Solar Array Const - Water	3199521-46101, Project WA0392	$125,000.00	$92,438.00
LM Solar Array Const – Water Reclamation	32995521-46101, Project WW0392	$125,000.00	$92,438.00

Work on this project will commence after Norman Utilities Authority (NUA) approval of the contract and is expected to be completed by January 1, 2027.

RECOMMENDATION 1:

Staff recommends the NUA accept bids meeting project specifications, award Bid 2526-55 to EightTwenty Oklahoma, L.L.C., for the Line Maintenance Solar Photovoltaic System Installation (project WA0392, WW0392) in the amount of $184,876.00.

RECOMMENDATION 2:

Staff recommends the NUA approve the associated contract and performance, statutory, and maintenance bonds in the amount of the bid.

CONTRACT

THIS CONTRACT by and between the NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, hereinafter designated as the AUTHORITY, and EightTwenty Oklahoma, 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 WA0387, WW0392
Line Maintenance Solar Photovoltaic System Installation
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:

One hundred eighty-four thousand, eight hundred seventy-six Dollars $ 184,876

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:

Addendum No. 1 (dated August 31, 2026)

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 Thirty (30) 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 **$600** 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: Payment for the lump sum price items shall be at the price bid for actual construction complete in place.

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.

12) If CONTRACTOR 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, CONTRACTOR hereby represents, warrants, and covenants to the OWNER that, in accordance with and pursuant to 21 O.S. § 1289.31 (i) it 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

DATED this 01 day of November, 2026

ATTEST

EightTwenty Oklahoma
PRINCIPAL

Signed:

Corporate Secretary (where applicable)

Authorized Representative

Tommy Wilkerson
Name and Title

(Corporate Seal) (where applicable)

Address: 1825 N Walnut Ave.

Telephone: 405-256-2887

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this _____ day of _____, 20____.

AUTHORITY Attorney

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

_____, 20____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____ _____

Title: Chairman Secretary

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

STATE OF Oklahoma)

COUNTY OF Oklahoma)

I certify that I am the duly authorized agent of EightTwenty Oklahoma 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.

EightTwenty Oklahoma
(Bidder Company Name)

By: _____

Tommy Wilkerson - President
(printed/typed name and title)

Subscribed and sworn to before me this 01 day of November, 2026

_____
Notary Public (or Clerk or Judge)

My Commission Expires: 1/12/28

(SEAL) KENADIE DE YOUNG NOTARY # 24000546 EXP. 01/12/28 PUBLIC STATE OF OKLAHOMA

PERFORMANCE BOND

Bond No.: GM271552

Know all men by these presents that EightTwenty Oklahoma, LLC, as PRINCIPAL, and Great Midwest Insurance Company, a corporation organized under the laws of the State of Texas, 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 One hundred eighty-four thousand, eight hundred seventy-six Dollars ($ 184.876.00), 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 WA0387, WW0392
Line Maintenance Solar Photovoltaic System Installation
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2526-190) with the AUTHORITY, dated September 22, 2026 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.

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 _____, 20____, 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 29th day of October, 20 26.

(Corporate Seal) (where applicable)

ATTEST

_____
Corporate Secretary (where applicable)

EightTwenty Oklahoma, LLC
PRINCIPAL

Signed: _____
Authorized Representative

Tommy Wilkerson - General Manager
Name and Title

Address: 1825 N Walnut Ave Oklahoma City, OK 73105

Telephone: 405-256-2087

(Corporate Seal)

ATTEST

Caroline Courtenay
Bond Assistant

Great Midwest Insurance Company
SURETY

Signed: _____
Authorized Representative

Brook T. Smith, Attorney-in-Fact
Name and Title

Address: 800 Gessner, Suite 600, Houston, TX 77024

Telephone: 713-935-4800

Norman Utilities Authority
Project WA0387, WW0392
Line Maintenance Solar Photovoltaic System Installation

Contract K-2526-190
Bid No. 2526-55
B-2526-86

CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)
)§
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 2 day of November,
20 26, by Tommy Wilkerson, General Manager of EightTwenty Oklahoma , LLC,
Name and Title Contractor
a _____ corporation, on behalf of the corporation.

WITNESS my hand and seal this 2 day of November 20 26.

Kenadie DeYoung
Notary Public

My Commission Expires: 1/12/28

KENADIE DE YOUNG NOTARY # 24000546 EXP. 01/12/28 PUBLIC STATE OF OKLAHOMA

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 WA0387, WW0392
Line Maintenance Solar Photovoltaic System Installation

Contract K-2526-190
Bid No. 2526-55
B-2526-86

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF Oklahoma)
)§
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 2 day of November,
20 26, by Tommy Wilkerson - General Manager partner (or agent) on behalf of
Name and Title
EightTwenty Oklahoma, LLC, a partnership.

WITNESS my hand and seal this 2 day of November 20 26.

Notary Public

My Commission Expires: 1/12/28

KENADIE DE YOUNG NOTARY # 24000546 EXP. 01/12/28 PUBLIC STATE OF OKLAHOMA

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this _____ day of _____, 20____.

_____
AUTHORITY Attorney

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

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____ _____

Title: Chairman Secretary

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: **Amy Smith, Jason D. Cromwell, Raymond H. Hundley, Deborah Neichter, Brook T. Smith, Jill Kemp, Ryan Britt, Barbara Duncan, Leigh McCarthy, Lynnette Long, Jacob Motto, Natasha Richardson, Melissa Ray**

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars ($100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

GREAT MIDWEST INSURANCE COMPANY

BY _____
Mark W. Haushill
President

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

NOTARY PUBLIC — STATE OF TEXAS
CHRISTINA BISHOP
My Notary ID # 131090488
Expires April 14, 2029

BY _____
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 29th Day of October 2026.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY _____
Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Bond No.: GM271552

STATUTORY BOND

Know all men by these presents that EightTwenty Oklahoma,LLC, as PRINCIPAL, and Great Midwest Insurance Company, a corporation organized under the laws of the State of Texas, 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 One hundred eighty-four thousand, eight hundred seventy-six Dollars ($ 184.876.00), 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 WA0387, WW0392
LINE MAINTENANCE SOLAR PHOTOVOLTAIC SYSTEM INSTALLATION
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2526-190) with the AUTHORITY, dated September 22, 2026 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 WA0387, WW0392
Line Maintenance Solar Photovoltaic System Installation

Contract K-2526-190
Bid No. 2526-55
B-2526-87

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 _____ , 20_____, 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 29th day of October, 20 26 .

(Corporate Seal) (where applicable)

ATTEST

_____
Corporate Secretary (where applicable)

EightTwenty Oklahoma, LLC
PRINCIPAL

Signed: _____
Authorized Representative

Tommy Wilkerson - General Manager
Name and Title

Address: 1825 N Walnut Ave Oklahoma City, OK 73105

Telephone: 405-256-2087

(Corporate Seal)

ATTEST

Caroline Courtenay
Bond Assistant

Great Midwest Insurance Company
SURETY

Signed: _____
Authorized Representative

Brook T. Smith, Attorney-in-Fact
Name and Title

Address: 800 Gessner, Suite 600, Houston, TX 77024

Telephone: 713-935-4800

Norman Utilities Authority
Project WA0387, WW0392
Line Maintenance Solar Photovoltaic System Installation

Contract K-2526-190
Bid No. 2526-55
B-2526-87

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 2 day of November,

20 26, by Tommy Wilkerson - General Manager of EightTwenty Oklahoma, LLC,
Name and Title

a _____ corporation, on behalf of the corporation.

WITNESS my hand and seal this 2 day of November 20 26.

Kenadie De Young
Notary Public

My Commission Expires: 1/12/28

KENADIE DE YOUNG NOTARY # 24000546 EXP. 01/12/28 PUBLIC STATE OF OKLAHOMA

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA Oklahoma)
)§
COUNTY OF Oklahoma)

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 WA0387, WW0392
Line Maintenance Solar Photovoltaic System Installation

Contract K-2526-190
Bid No. 2526-55
B-2526-87

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF OKLAHOMA Oklahoma)
)§
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 2 day of November,
20 26, by Tommy Wilkerson - General Manager partner (or agent) on behalf of
Name and Title

EightTwenty Oklahoma, LLC, a partnership.

WITNESS my hand and seal this 2 day of November 20 26.

Kenadie DeYoung
Notary Public

My Commission Expires: 1/12/28

KENADIE DE YOUNG NOTARY # 24000546 EXP. 01/12/28 PUBLIC STATE OF OKLAHOMA

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this _____ day of _____, 20____.

_____
AUTHORITY Attorney

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

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____ _____

Title: Chairman Secretary

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: **Amy Smith, Jason D. Cromwell, Raymond H. Hundley, Deborah Neichter, Brook T. Smith, Jill Kemp, Ryan Britt, Barbara Duncan, Leigh McCarthy, Lynnette Long, Jacob Motto, Natasha Richardson, Melissa Ray**

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars ($100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

GREAT MIDWEST INSURANCE COMPANY

BY _____
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

NOTARY PUBLIC — STATE OF TEXAS
CHRISTINA BISHOP
My Notary ID # 131090488
Expires April 14, 2029

BY _____
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 29th Day of October 2026.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY _____
Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Bond No.: GM271552

MAINTENANCE BOND

Know all men by these presents that EightTwenty Oklahoma, LLC, as PRINCIPAL, and Great Midwest Insurance Company, a corporation organized under the laws of the State of Texas, 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 One hundred eighty-four thousand, eight hundred seventy-six Dollars ($ 184,876.00), 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 WA0387, WW0392
LINE MAINTENANCE SOLAR PHOTOVOLTAIC SYSTEM INSTALLATION
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2526-190) with the AUTHORITY, dated September 22, 2026 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 WA0387, WW0392
Line Maintenance Solar Photovoltaic System Installation

Contract K-2526-190
Bid No. 2526-55
MB-2526-69

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 _____, 20____, 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 29th day of October, 20 26.

(Corporate Seal) (where applicable)
ATTEST

_____
Corporate Secretary (where applicable)

EightTwenty Oklahoma, LLC
PRINCIPAL

Signed: _____
Authorized Representative

Tommy Wilkerson - General Manager
Name and Title

Address: 1825 N Walnut Ave Oklahoma City, OK 73105

Telephone: 405-256-2087

(Corporate Seal)

ATTEST

Caroline Courtenay
Bond Assistant

Great Midwest Insurance Company
SURETY

Signed: _____
Authorized Representative

Brook T. Smith, Attorney-in-Fact
Name and Title

Address: 800 Gessner, Suite 600, Houston, TX 77024

Telephone: 713-935-4800

CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)
)§
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 2 day of November,
20 26, by Tommy Wilkerson - General manager of EightTwenty Oklahoma, LLC,
Name and Title
a _____ corporation, on behalf of the corporation.

WITNESS my hand and seal this 2 day of November 20 26.

Notary Public

My Commission Expires: 1/12/28

KENADIE DE YOUNG NOTARY # 24000546 EXP. 01/12/28 PUBLIC STATE OF OKLAHOMA

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 WA0387, WW0392
Line Maintenance Solar Photovoltaic System Installation

Contract K-2526-190
Bid No. 2526-55
MB-2526-69

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF Oklahoma)
)§
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 2 day of November,

20 26, by Tommy Wilkerson - General manager partner (or agent) on behalf of
Name and Title

EightTwenty Oklahoma, LLC, a partnership.

WITNESS my hand and seal this 2 day of November 20 26.

Notary Public

My Commission Expires: 1/12/28

KENADIE DE YOUNG NOTARY # 24000546 EXP. 01/12/28 PUBLIC STATE OF OKLAHOMA

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this _____ day of _____, 20____.

AUTHORITY Attorney

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

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____ _____

Title: Chairman Secretary

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: **Amy Smith, Jason D. Cromwell, Raymond H. Hundley, Deborah Neichter, Brook T. Smith, Jill Kemp, Ryan Britt, Barbara Duncan, Leigh McCarthy, Lynnette Long, Jacob Motto, Natasha Richardson, Melissa Ray**

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars ($100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

GREAT MIDWEST INSURANCE COMPANY

BY _____
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

NOTARY PUBLIC — STATE OF TEXAS
CHRISTINA BISHOP
My Notary ID # 131090488
Expires April 14, 2029

BY _____
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 29th Day of October 2026.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY _____
Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

NORMAN UTILITIES AUTHORITY
PROJECT WA0387/WW0392 - LINE MAINTENANCE SOLAR PV SYSTEM INSTAL
CONTRACT K-2526-190
BID 2526-55

Bid Opening Date **September 3, 2026**
Bid Opening Time **2:00 PM**

Company	Address	Total Base Bid
Mayer Solar, LLC	800 Jupiter Rd., Suite 175, Plano, TX 75074	$ 211,306.00
EightTwenty Oklahoma, LLC	1825 N Walnut Ave., Suite G, Oklahoma City, OK 73195	$ 184,876.00
Crona, LLC dba Crona Solar	4007 Greenbriar Dr., Stafford, TX 77478	$ 200,000.00

.LATION PROJECT

Figure 1 – General Area Map



Line Maintenance Building complex shown at center. Located at 2705 E. Robinson St., Norman, OK

Figure 2 – Building Closeup – Roof Detail



Aerial closeup of the Line Maintenance Building complex at 2705 E. Robinson St. The standing seam metal roof surface in the middle of the picture is the proposed installation area for the 88 kW DC solar PV system. Bidders shall verify structural suitability and available roof area during pre-bid site visit

File Attachments for Item:

18. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF K-2627-4: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND INNOVATIVE ROADWAY SOLUTIONS, L.L.C., FOR THE FINAL ACCEPTANCE AND PAYMENT OF $26,909.03 FOR THE FYE 2027 STREET MAINTENANCE BOND - PREVENTATIVE MAINTENANCE PROJECT (WARDS 8 AND 3).

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 11/10/2026

REQUESTER: Joseph Hill, Streets Program Manager

PRESENTER: Scott Sturtz, Director of Public Works

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF K-2627-4: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND INNOVATIVE ROADWAY SOLUTIONS, L.L.C., FOR THE FINAL ACCEPTANCE AND PAYMENT OF $26,909.03 FOR THE FYE 2027 STREET MAINTENANCE BOND - PREVENTATIVE MAINTENANCE PROJECT (WARDS 8 AND 3).

BACKGROUND:

On Tuesday, April 7, 2026, Norman residents voted to approve the issuance of $35 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.

Asphalt preventive maintenance in general consists of a variety of relatively inexpensive methods that extend the life of pavement that is still in fair condition. Extending the life of the existing pavement delays the need for expensive repaving or reconstruction. The City of Norman has utilized crack filling for many years. This project added another method called a slurry seal. A slurry seal places a thin layer of fine aggregates, polymers, and asphalt emulsion over the entire surface of the pavement sealing it against moisture intrusion and protecting against UV degradation.

DISCUSSION:

Council awarded the contract to Innovative Roadway Solutions, L.L.C., of Bullard, Texas in the amount of $538,180.62 at the August 25, 2026, meeting. The project was completed within the 120-day contract period.

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.

Due to the straightforward and well-defined scope of the project, the contractor was able to treat all the locations and fully utilize the allotted pay items. The project locations are well defined by physical limits allowing estimation and planning of the project area to be precise. Therefore, this project is brought forward without a change order. The final payment amount owed to Innovative Roadway Solutions, L.L.C., is $26,909.03. Funds are available within Construction Account 50-593399-46101 project numbers BP0868, BP0869, BP0870 and BP0871.

RECOMMENDATION NO. 1:

Staff recommends final acceptance of the FYE 2027 Street Maintenance Bond Preventative Maintenance project, Contract K-2627-4, and final payment to Innovative Roadway Solutions, L.L.C., in the amount of $26,909.03.

City of Norman
Purchasing Division
P.O. Box 370
Norman, OK 73070

AFFIDAVIT

State of Texas

County of SMITH

PO No. _____

Invoice No. 101-26732

Amount $ 26,909.03

In accordance with the Constitution of the State of Oklahoma Title 62, Section 310.9, this form must be completed and Submitted before any invoice over $25,000.00 can be processed for payment.

The undersigned CONTRACTOR, of lawful age, being duly sworn, on oath says that this invoice or claim is true and correct and that (s)he is authorized to submit the invoice pursuant to an approved Contract. Affiant further states that the work as shown by this invoice have been completed in accordance with the plans, specifications furnished to the Affiant. Affiant further states that (s)he has made no payment, given, or donated or agreed to pay, give or donate, either directly or indirectly, to any elected official, officer or employee of the City of Norman, or money or any other thing of value to obtain payment of the invoice or procure award of this Contract order pursuant to which an invoice is submitted.

Innovative Roadway Solutions, LLC.
Company Name

By: Architect, Contractor, Supplier, Engineer or Supervisory Official

Subscribed and sworn to before me this 14th day of October, 2026.

Cheryl Newman
Notary Public
(or officer having power to administer oaths)

My Commission Expires:
03/11/28

Cheryl Newman
My Commission Expires
3/11/2028
Notary ID 4841434

FYE 2027 STREET MAINTENANCE BOND PREVENTATIVE MAINTENANCE

APPLICATION AND CERTIFICATE FOR PAYMENT

LOCATION:

ENGINEER: Matheus Dias

TO: CITY OF NORMAN:

CONTRACTOR: Innovative Roadway Solutions

APPLICATION DATE: 9/29/2026 APPLICATION NO. Payment of Retainage

PERIOD FROM: 9/8/2026 TO: 9/29/2026

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner — ADDITIONS $ — DEDUCTIONS $

TOTAL

Subsequent Change Orders

Number — Approved (Date)

TOTALS

Net change by Change Orders $

Application is made for Payment, as shown below, in connection with the Contract. The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM	$538,180.62
Net change by Change Orders	$0
CONTRACT SUM TO DATE	$538,180.62
TOTAL COMPLETED & STORED TO DATE	$538,180.62
RETAINAGE 5 %	$
TOTAL EARNED LESS RETAINAGE	$
LESS PREVIOUS CERTIFICATES FOR PAYMENT	$511,271.59
	$26,909.03

The undersigned Contractor certifies that the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for work for which previous Certificates for Payment were issued and payments received from the City, and that the current payment shown herein is now due.

CONTRACTOR:
By: Date: 10/14/2026

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Inspector certifies to the City that to the best of the Inspector's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. $

INSPECTOR:
BY:

ENGINEER/OWNER
BY:

PAY ESTIMATE:

To: CITY OF NORMAN STREETS DIV. DATE: 10/14/2026

Re: BID 2627-2
FYE 2027 STREET MAINTENANCE BOND PREVENTATIVE MAINTENANCE

Work Completed Through: RETAINAGE

APPLICATION AND CERTIFICATE FOR PAYMENT:

Item	Description	Unit	Estimated Quantity	Unit Price	Estimated Contract Value	Quantity This Estimate	Previous Estimated Quantity	Quantity to Date	Percent Complete	Value of Work this Estimate	Value of Work to Date
1	Mobilization	LS	1	$55,000	$55,000.00	0	$55,000.00	1	100%	0	
2	Traffic Control	LS	1	$35,000	$35,000.00	0	$35,000.00	1	100%	0	
3	Surface Preservation Treatment	SY	135,402	$3.31	$448,180.62	0	$448,180.62	135,402	100%	0	
	Total Base Bid	$			$538,180.62				%	26,909.03	

		Previous Estimates	Payment Amount
Original Contract Amount	$	100-26732	$511,271.59
Change Orders	$		$ -
New Contract Amount	$		$ -
Contract Amendments	$		$ -
Current Contract Amount	$	Total Due to Date	$511271.59

EARNING TO DATE	$ 538,180.62
LESS 5.00% RETAINAGE	$
LESS PREVIOUS ESTIMATES	$ 511,271.59
Total Due this Estimate	$26,909.03

File Attachments for Item:

19. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDING BID 2627-13 AND CONTRACT K-2627-12: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND DC WELL SERVICES OF OKLAHOMA, L.L.C., IN THE AMOUNT OF $60,957.00; PERFORMANCE BOND B-2627-13; STATUTORY BOND B-2627-14; MAINTENANCE BOND MB-2627-7 FOR THE ABANDONMENT OF WELLS 17-20 PROJECT; AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT. (WARD 8)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 11/10/2026

REQUESTER: Nathan Madenwald, Utilities Engineer

PRESENTER: Nathan Madenwald, Utilities Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDING BID 2627-13 AND CONTRACT K-2627-12: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND DC WELL SERVICES OF OKLAHOMA, L.L.C., IN THE AMOUNT OF $60,957.00; PERFORMANCE BOND B-2627-13; STATUTORY BOND B-2627-14; MAINTENANCE BOND MB-2627-7 FOR THE ABANDONMENT OF WELLS 17-20 PROJECT; AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT. (WARD 8)

BACKGROUND:

On March 24, 2026, Contract K-2526-139 was approved by the City of Norman (City) and later signed and returned by the Oklahoma Turnpike Authority (OTA) on April 7, 2026. As part of the agreement, funding requirements were specified for the City and OTA and City of Norman Wells 17-20 are to be abandoned by the City of Norman by December 31, 2026, in addition to other requirements. Funding obligations have been met by both parties but the well abandonment needs to proceed.

Contract K-2627-13 with Cowan Group Engineering, L.L.C., was approved on June 30, 2026, for engineering services and water rights permitting assistance.

DISCUSSION:

The Invitation to Bid (Bid 2627-13) for the Wells 17-20 Abandonment was published in the Norman Transcript on October 1 and October 8, 2026. The project contained a Base Bid for the abandonment of Wells 17-20. No Alternate Bids were included in this project.

Four contractors submitted bids. The bids ranged from $60,957.00 to $331,286.00. Cowan Group Engineering, L.L.C., determined that DC Well Services of Oklahoma, L.L.C., is the lowest responsible bidder with a bid of $60,957.00. Cowan Group Engineering, L.L.C., and staff recommend award of the bid to DC Well Services of Oklahoma, L.L.C.

To fund the project, an appropriation from the Water Fund Balance in the amount of $100,000 to the OTA WL Relocation construction account is proposed which will provide an available

balance of $100,000 in this account. With this proposed appropriation, there will be funding for this contract work plus additional costs for the building demolition, pump removal, water line capping, and other ancillary work.

Work on this project will commence after Norman Utilities Authority (NUA) approval of the contract and will be completed by December 10, 2026.

RECOMMENDATION 1:

Staff recommends the NUA accept bids meeting project specifications, award Bid 2627-13 to DC Well Services of Oklahoma, L.L.C., for the Wells 17-20 Abandonment in the amount of $60,957.00.

RECOMMENDATION 2:

Staff recommends the NUA approve the associated contract and performance, statutory, and maintenance bonds in the amount of the bid.

RECOMMENDATION 3:

Staff recommends the NUA authorize a budget appropriation in the amount of $100,000.00 from the Water Fund balance (Account 31-29000) to the OTA Water Line Relocation: 48th NW-24th NW project (Account 31997727-46101, Project WA0393 - CONST).

CONTRACT

THIS CONTRACT by and between the NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, hereinafter designated as the AUTHORITY, and **DC Well Services of Oklahoma, 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 WA0393
WELLS 17-20 ABANDONMENT
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:

Sixty thousand, nine hundred fifty-seven dollars and zero cents ($60,957.00)

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:

_____
_____
_____

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 on December 10, 2026.

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 **$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 at 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.

12) If CONTRACTOR 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, CONTRACTOR hereby represents, warrants, and covenants to the OWNER that, in accordance with and pursuant to 21 O.S. § 1289.31 (i) it 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Norman Utilities Authority
Project WA0393
Wells 17-20 Abandonment

Contract K-2627-12
Bid No. 2627-13

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

STATE OF Oklahoma)

COUNTY OF Oklahoma)

I certify that I am the duly authorized agent of DC Well Services of Oklahoma, 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.

DC Well Services of Oklahoma, LLC.
(Bidder Company Name)

By: _____

Travis Evans / V.P. of Operations
(printed/typed name and title)

Subscribed and sworn to before me this 3rd day of November, 20 26.

_____
Notary Public (or Clerk or Judge)

EDWARD JAMES GOWER
Notary Public, State of Oklahoma
Commission # 13009143
My Comm. Expires 10/03/2029
(SEAL)

My Commission Expires: 10-03-29

Norman Utilities Authority
Project WA0393
Wells 17-20 Abandonment

Contract K-2627-12
Bid No. 2627-13

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

DATED this 3rd day of November, 2026.

Travis Evans
PRINCIPAL

ATTEST

Signed:

Corporate Secretary (where applicable)

Authorized Representative

Travis Evans / V.P of Operations
Name and Title

(Corporate Seal) (where applicable)

Address: 6288 Boucher Drive Edmond, Ok. 73034

Telephone: 405-340-3112

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 4 day of Nov, 2026.

AUTHORITY Attorney

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

_____, 20____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____ _____

Title: Chairman Secretary

PERFORMANCE BOND

Know all men by these presents that DC Well Services of Oklahoma, LLC, 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 NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of **Sixty thousand, nine hundred fifty-seven dollars and zero cents ($60,957.00),** 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 WA0393
WELLS 17-20 ABANDONMENT
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2627-12) 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 WA0393
Wells 17-20 Abandonment

Contract K-2627-12
Bid No. 2627-13
B-2627-13

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 _____, 20____, 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 _____, 20 ____.

(Corporate Seal) (where applicable)

ATTEST

Corporate Secretary (where applicable)

DC Well Services of Oklahoma, LLC
PRINCIPAL

Signed:

Authorized Representative

Brad Lethan Pres
Name and Title

Address: 6288 Boucher Drive, Edmond, OK 73034

Telephone: 405.340.3112

(Corporate Seal)

ATTEST

Corporate Secretary

Federal Insurance Company
SURETY

Signed:

Authorized Representative

Amy Winters Attorney-In-Fact
Name and Title

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

Telephone: 908.903.2000

Norman Utilities Authority
Project WA0393
Wells 17-20 Abandonment

Contract K-2627-12
Bid No. 2627-13
B-2627-13

CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)
)§
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 3 day of November,

20 26, by Travis Evans VP of Operations of DC well Services
Name and Title Contractor of Oklahoma

a LLC corporation, on behalf of the corporation.

WITNESS my hand and seal this 3rd day of November 2026.

Notary Public

My Commission Expires: 10-03-29

EDWARD JAMES GOWER
Notary Public, State of Oklahoma
Commission # 13009143
My Commission Expires 10/03/2029

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 WA0393
Wells 17-20 Abandonment

Contract K-2627-12
Bid No. 2627-13
B-2627-13

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 4 day of NOV, 20 26.

_____
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 WA0393
Wells 17-20 Abandonment

Contract K-2627-12
Bid No. 2627-13
B- 2627-14

STATUTORY BOND

Know all men by these presents that DC Well Services of Oklahoma, LLC, 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 NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of **Sixty thousand, nine hundred fifty-seven dollars and zero cents ($60,957.00),** 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 WA0393
WELLS 17-20 ABANDONMENT
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2627-12) 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 WA0393
Wells 17-20 Abandonment

Contract K-2627-12
Bid No. 2627-13
B- 2627-14

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 _____ , 20_____, 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 _____, 20_____.

(Corporate Seal) (where applicable)

ATTEST

Corporate Secretary (where applicable)

DC Well Services of Oklahoma, LLC
PRINCIPAL

Signed:

Authorized Representative

Brad Lethen Pres
Name and Title

Address: 6288 Boucher Drive, Edmond, OK 73034

Telephone: 405.340.3112

(Corporate Seal)

ATTEST

Corporate Secretary

Federal Insurance Company
SURETY

Signed:

Authorized Representative

Amy Winters Attorney-In-Fact
Name and Title

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

Telephone: 908.903.2000

Norman Utilities Authority
Project WA0393
Wells 17-20 Abandonment

Contract K-2627-12
Bid No. 2627-13
B- 2627-14

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 7 day of November,

20 26, by Travis Evans VP of Operations of DC Well Services of Oklahoma
Name and Title

a LLC corporation, on behalf of the corporation.

WITNESS my hand and seal this 3rd day of November 2026.

Notary Public

My Commission Expires: 10-03-29

EDWARD JAMES GOWER
Notary Public, State of Oklahoma
Commission # 13009143
My Commission Expires 10/03/2029

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 WA0393
Wells 17-20 Abandonment

Contract K-2627-12
Bid No. 2627-13
B- 2627-14

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 4 day of Nov, 2026.

_____
AUTHORITY Attorney

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

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____ _____

Title: Chairman Secretary

MAINTENANCE BOND

Know all men by these presents that DC Well Services of Oklahoma, LLC, 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 NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of **Sixty thousand, nine hundred fifty-seven dollars and zero cents ($60,957.00),** 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 WA0393
WELLS 17-20 ABANDONMENT
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2627-12) 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.

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 _____, 20____, 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 _____, 20___.

(Corporate Seal) (where applicable)
ATTEST

_____
Corporate Secretary (where applicable)

DC Well Services of Oklahoma, LLC
PRINCIPAL

Signed: _____
Authorized Representative

Brad Lethin Pres
Name and Title

Address: 6288 Boucher Drive, Edmond, OK 73034

Telephone: 405.340.3112

(Corporate Seal)

ATTEST

_____
Corporate Secretary

Federal Insurance Company
SURETY

Signed: _____
Authorized Representative

Amy Winters Attorney-In-Fact
Name and Title

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

Telephone: 908.903.2000

Norman Utilities Authority
Project WA0393
Wells 17-20 Abandonment

Contract K-2627-12
Bid No. 2627-13
MB-2627-7

CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)
)§
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 3 day of November,
20 26, by Travis Evans VP of Operations of Dowell Services of Oklahoma,
Name and Title
a LLC corporation, on behalf of the corporation.

WITNESS my hand and seal this 3rd day of November 2026.

Notary Public

EDWARD JAMES GOWER
Notary Public, State of Oklahoma
Commission # 13009143
My Commission Expires 10/03/2029

My Commission Expires: 10-03-29

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 WA0393
Wells 17-20 Abandonment

Contract K-2627-12
Bid No. 2627-13
MB-2627-7

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 4 day of Nov, 2026.

_____
AUTHORITY Attorney

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

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____ _____

Title: Chairman Secretary

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 Barry Herring, and Amy Winters of Chandler, Oklahoma----------

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 **17th** day of **September 2025**.

Rupert HD Swindells, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon SS.

On this **17th** day of **September, 2025** before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Stephen M. Haney, 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 Stephen M. Haney, 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

Stacy J Loftin
NOTARY PUBLIC OF NEW JERSEY
No. 50175208
COMMISSION EXPIRES OCT 15, 2026

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."

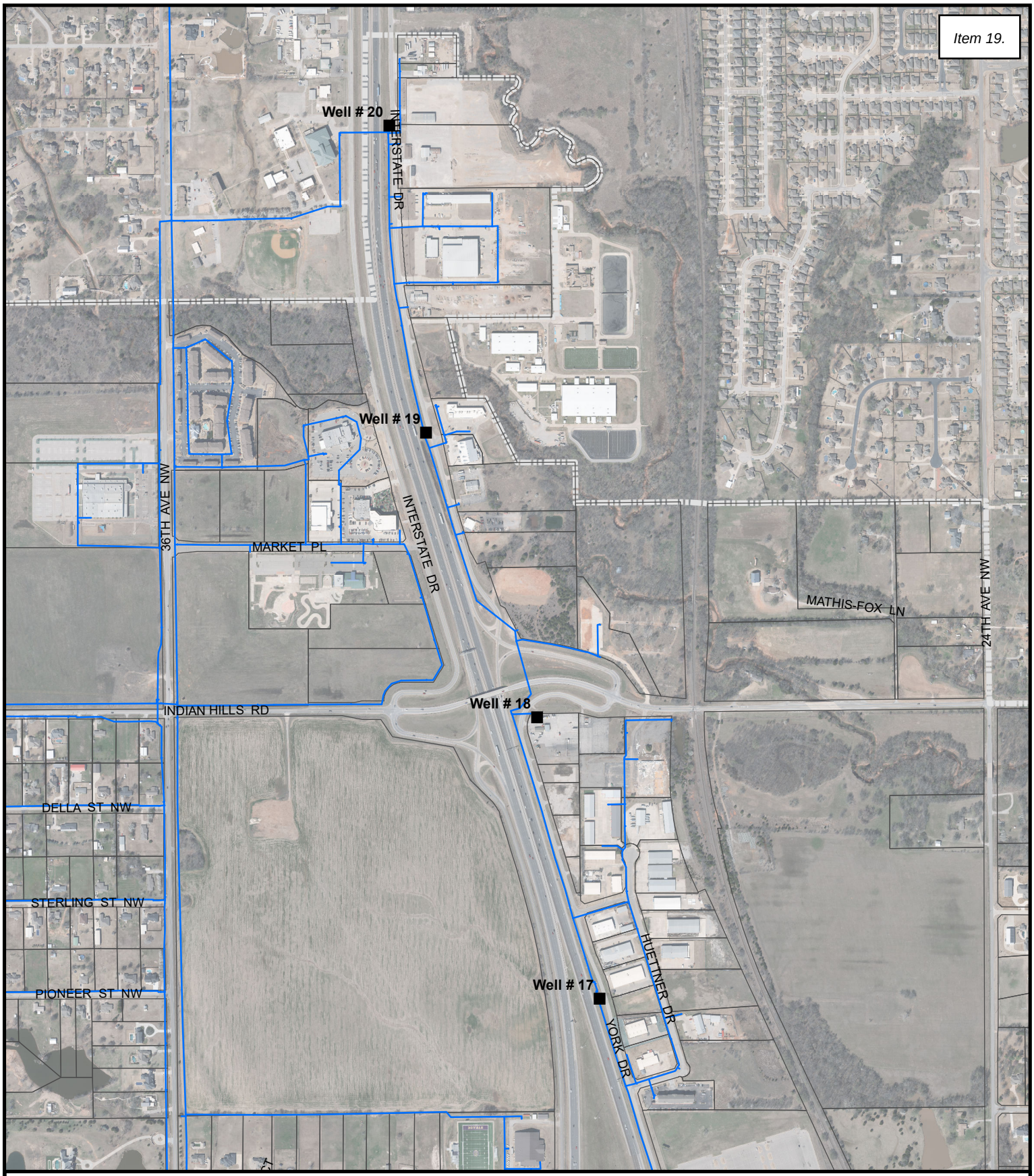
I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(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

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



Contract K-2627-13 - Wells 17-20 Abandonment and Water Rights Transfer

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.

0 800 1,600 Feet

July 7, 2026

N W E S

Water Wells
Water Mains
City Bound

October 23, 2026

Mr. Nathan Madenwald, PE
Utilities Engineer
City of Norman
225 N. Webster Ave
Norman, OK 73069

RE: **Bid Recommendation**
Bid Number: 2627-13
Wells 17-20 Abandonment
Project Number: WA0393

Dear Mr. Madenwald,

Pursuant to the bid opening held on October 22, 2026, attached please find the bid tabulation for the WA0393 Wells 17-20 Abandonment. Four (4) bids were received and determined to be responsive to the bid requirements.

DC Well Services of Oklahoma LLC was the apparent low bidder. Pursuant to the review of the bid package and bid tabulation, the bid amount is $60,957.00.

After careful review and consideration, Cowan Group Engineering recommends the Norman Utilities Authority award the subject contract to the low base bidder, DC Well Services of Oklahoma LLC, at $60,957.00.

Should you have any questions, please contact the undersigned at 405.463.3369.

COWAN GROUP ENGINEERING, LLC

Brian Schwegal, PE, PMP
Project Manager

Enclosure (1)
Bid Tabulation

NORMAN UTILITIES AUTHORITY
PROJECT WA0393 - WELLS 17-20 ABANDONMENT
CONTRACT K-2627-12
BID 2627-13

Bid Opening Date **October 22, 2026**
Bid Opening Time **2:00 PM**

Company	Address	Total Base Bid
DC Well Services of Oklahoma, LLC	6288 Boucher Dr Edmond, OK	**$ 60,957.00**
Meyer Dirt Work, LLC	2915 72nd Avenue SE Norman, OK	**$ 66,456.00**
Associated Environmental Industries Corporation	3025 Bart Conner Dr Norman, OK	**$ 107,275.00**
Redman Water Well and Pump Services, Inc.	2300 Fox Avenue Moore, OK 73160	**$ 331,286.00**

File Attachments for Item:

20. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AWARDING BID 2627-14 AND CONTRACT K-2627-16: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SOUTHWEST WATER WORKS, L.L.C., IN THE AMOUNT OF $1,883,895; PERFORMANCE BOND B-2627-17; STATUTORY BOND B-2627-18; MAINTENANCE BOND MB-2627-09 FOR THE ROYAL OAKS WATERLINE REPLACEMENT PROJECT (WARD 6).

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 11/10/2026

REQUESTER: Peter Wolbach, Utilities Staff Engineer

PRESENTER: Peter Wolbach, Utilities Staff Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AWARDING BID 2627-14 AND CONTRACT K-2627-16: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SOUTHWEST WATER WORKS, L.L.C., IN THE AMOUNT OF $1,883,895; PERFORMANCE BOND B-2627-17; STATUTORY BOND B-2627-18; MAINTENANCE BOND MB-2627-09 FOR THE ROYAL OAKS WATERLINE REPLACEMENT PROJECT (WARD 6).

BACKGROUND:

The existing waterlines within the Royal Oaks Subdivision east of the pond are made of ductile iron that were installed in the 1980s and are due for replacement. These lines have experienced increased rates of failure, and their replacement will help prevent future water main breaks that could impact water service to the Royal Oaks neighborhood. This project will install approximately 7,000 linear feet of 6-inch and 8-inch polyvinyl chloride (PVC) pipe combined, along with associated fire hydrants, valves, service connections, and surface restoration.

DISCUSSION:

The Invitation to Bid for the Royal Oaks Waterline Replacement (Project WA0389) was published in the Norman Transcript on September 24 and October 1, 2026. It contained a base bid for the installation of approximately 7,000 feet of waterline within the Royal Oaks Subdivision. No Alternate Bids were included in this project.

Four (4) contractors submitted bids on October 15, 2026. The bids ranged from $1,883,895.00 to $2,285,872.00. Southwest Water Works, L.L.C. (SWWW) was the low bidder with a total bid of $1,883,895.00. Professional Engineering Consultants, P.A. (PEC) evaluated the submitted bids and recommended award of the contract to Southwest Water Works, L.L.C., as the lowest responsible bidder.

The Royal Oaks Waterline Replacement, Construction account (31996683-46101; Project WA0389) has an available balance of $1,999,727.46. This is sufficient to fully fund the construction contract of $1,883,895.00 and will provide $115,832.46, or approximately 6%, for unforeseen contingencies. No budget appropriation is required.

Work on this project is anticipated to commence in late 2026, following Norman Utilities Authority (NUA) approval of the contract, and will be completed within 200 days.

RECOMMENDATION 1:

Staff recommends the NUA accept bids meeting project specifications, award the bid to Southwest Water Works, L.L.C., as the lowest responsible bidder for Project WA0389 – Royal Oaks Waterline Replacement in the amount of $1,883,895.

RECOMMENDATION 2:

Staff recommends the NUA approve the associated contract and performance, statutory, and maintenance bonds in the amount of the bid.

CONTRACT

THIS CONTRACT by and between the NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, hereinafter designated as the AUTHORITY, and **Southwest Water Works, 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 WA0389
ROYAL OAKS WATERLINE REPLACEMENT
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:

One million eight hundred eighty-three thousand eight hundred ninety-five Dollars ($1,883,895.00)

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 Two hundred (200) consecutive calendar days 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 ($500.00) 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 at 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.

12) If CONTRACTOR 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, CONTRACTOR hereby represents, warrants, and covenants to the OWNER that, in accordance with and pursuant to 21 O.S. § 1289.31 (i) it 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Norman Utilities Authority
Project WA0389
Royal Oaks Waterline Replacement

Contract K-2627-16
Bid No. 2627-14

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

STATE OF Oklahoma)
COUNTY OF Oklahoma)

I certify that I am the duly authorized agent of Southwest Water Works, 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.

Southwest Water Works, LLC
(Bidder Company Name)

By: _____

Paul matthews - managing member
(printed/typed name and title)

Subscribed and sworn to before me this 28th day of October, 2026

_____
Notary Public (or Clerk or Judge)

My Commission Expires: 8.29.30

(SEAL)

JENNIFER EHARHART
NOTARY PUBLIC
STATE OF OKLAHOMA
Commission # 06008522 Expires 08/29/30

Norman Utilities Authority
Project WA0389
Royal Oaks Waterline Replacement

Contract K-2627-16
Bid No. 2627-14

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

DATED this 28th day of October, 2026.

ATTEST

Corporate Secretary (where applicable)

Southwest Water Works, LLC
PRINCIPAL

Signed:

Authorized Representative

Paul Matthews
Name and Title managing member

(Corporate Seal) (where applicable)

SOUTHWEST WATER WORKS, L.L.C. LIMITED LIABILITY COMPANY SEAL OKLAHOMA

Address: 201 NW 132nd St.
Oklahoma City, OK 73114

Telephone: 405-463-5665

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this _____ day of _____, 20____.

AUTHORITY Attorney

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

_____, 20____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____ _____

Title: Chairman Secretary

ACORD

SOUTWAT-01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/28/2026

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

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

PRODUCER	CONTACT NAME: Amanda Johnson	
Rich & Cartmill, Inc. 9401 Cedar Lake Avenue Oklahoma City, OK 73114	PHONE (A/C, No, Ext): (405) 418-8623	FAX (A/C, No):
	E-MAIL ADDRESS: ajohnson@rcins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : American Guarantee & Liability	26247
INSURED	INSURER B : ZURICH AMERICAN INS CO	16535
Southwest Water Works, LLC 201 NW 132nd St Oklahoma City, OK 73114	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR			GLO325464300	2/21/2026	2/21/2027	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BAP321785000	2/21/2026	2/21/2027	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 6,000,000
	X EXCESS LIAB CLAIMS-MADE			SXS241528600	2/21/2026	2/21/2027	AGGREGATE	$ 6,000,000
	DED X RETENTION $ 10,000						Prods/Comp Ops	$ 6,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A		WC238647400	2/21/2026	2/21/2027	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: WA0389; Royal Oaks Waterline Replacement, Norman, Oklahoma

CERTIFICATE HOLDER

City of Norman, Norman Utilities Authority
PO Box 370
Norman, OK 73070

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Travis E. Brown

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Norman Utilities Authority
Project WA0389
Royal Oaks Waterline Replacement

Contract K-2627-16
Bid No. K-2627-14
B-2627-17

PERFORMANCE BOND

Know all men by these presents that Southwest Water Works, LLC, as PRINCIPAL, and Fidelity and Deposit Company of Maryland, a corporation organized under the laws of the State of Illinois, 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 One million eight hundred eighty-three thousand eight hundred ninety-five Dollars and zero cents ($1,883,895.00), 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 WA0389
ROYAL OAKS WATERLINE REPLACEMENT
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2627-16) 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 WA0389
Royal Oaks Waterline Replacement

Contract K-2627-16
Bid No. K-2627-14
B-2627-17

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 30th day of October, 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 30th day of October, 2026.

(Corporate Seal) (where applicable)

ATTEST

Corporate Secretary (where applicable)

Southwest Water Works LLC
PRINCIPAL

Signed:

Authorized Representative

Paul Matthews- Managing member
Name and Title

Address: 201 NW 132nd St.
OKC, OK 73114

Telephone: 405-463-5665

(Corporate Seal)

ATTEST

Callie Woodard
Corporate Secretary Callie Woodard

Fidelity and Deposit Company of Maryland
SURETY

Signed: Deborah L Raper
Authorized Representative

Deborah L. Raper, Attorney-in-Fact
Name and Title

Address: 9401 Cedar Lake Avenue, Oklahoma City, OK 73114

Telephone: 405-418-8600

Norman Utilities Authority
Project WA0389
Royal Oaks Waterline Replacement

Contract K-2627-16
Bid No. K-2627-14
B-2627-17

CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)
)§
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 30th day of October,
20 26, by Paul Matthews - managing member of Southwest Water Works, LLC
Name and Title Contractor
a LLC corporation, on behalf of the corporation.

JENNIFER EBERHART
NOTARY PUBLIC
STATE OF OKLAHOMA
Commission # 06008522 Expires 08/29/30

WITNESS my hand and seal this 30th day of October 20 26.

Notary Public

My Commission Expires: 8.29.30

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: _____

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 _____ day of _____, 20_____.

_____
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 WA0389
Royal Oaks Waterline Replacement

Contract K-2627-16
Bid No. K-2627-14
B- 2627-18

STATUTORY BOND

Know all men by these presents that Southwest Water Works, LLC, as PRINCIPAL, and Fidelity and Deposit Company of Maryland, a corporation organized under the laws of the State of Illinois, 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 One million eight hundred eighty-three thousand eight hundred ninety-five Dollars and zero cents ($1,883,895.00), 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 WA0389
ROYAL OAKS WATERLINE REPLACEMENT
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2627-16) 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 WA0389
Royal Oaks Waterline Replacement

Contract K-2627-16
Bid No. K-2627-14
B- 2627-18

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 30th day of October, 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 30th day of October, 2026.

(Corporate Seal) (where applicable)

ATTEST

Corporate Secretary (where applicable)

Southwest Water Works LLC
PRINCIPAL

Signed:

Authorized Representative

Paul Matthews- Managing Member
Name and Title

Address: 201 NW 132nd St.
OKC, OK 73114

Telephone: 405-463-5665

(Corporate Seal)

ATTEST

Callie Woodard
Corporate Secretary

Callie Woodard

Fidelity and Deposit Company of Maryland
SURETY

Signed: Deborah L Raper

Authorized Representative

Deborah L. Raper, Attorney-in-Fact
Name and Title

Address: 9401 Cedar Lake Avenue, Oklahoma City, OK 7114

Telephone: 405-418-8600

Norman Utilities Authority
Project WA0389
Royal Oaks Waterline Replacement

Contract K-2627-16
Bid No. K-2627-14
B- 2627-18

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 30th day of October,
20 26, by Paul Matthews. Managing Member of Southwest Water Works, LLC
Name and Title
a LLC corporation, on behalf of the corporation.

WITNESS my hand and seal this 30th day of October 20 26.

JENNIFER EBERHART
NOTARY PUBLIC
STATE OF OKLAHOMA
Commission # 06008522 Expires 08/29/30

Notary Public

My Commission Expires: 8.2930.

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 WA0389
Royal Oaks Waterline Replacement

Contract K-2627-16
Bid No. K-2627-14
B- 2627-18

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 _____ day of _____, 20_____.

_____
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 WA0389
Royal Oaks Waterline Replacement

Contract K-2627-16
Bid No. 2627-14
MB-2627-09

MAINTENANCE BOND

Know all men by these presents that Southwest Water Works, LLC, as PRINCIPAL, and Fidelity and Deposit Company of Maryland, a corporation organized under the laws of the State of Illinois, 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 One million eight hundred eighty-three thousand eight hundred ninety-five Dollars and zero cents ($1,883,895.00), 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 WA0389
ROYAL OAKS WATERLINE REPLACEMENT
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2627-16) 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 WA0389
Royal Oaks Waterline Replacement

Contract K-2627-16
Bid No. 2627-14
MB-2627-09

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 30th day of October, 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 30th day of October, 2026.

(Corporate Seal) (where applicable)
ATTEST

Corporate Secretary (where applicable)

Southwest Water Works LLC
PRINCIPAL

Signed:

Authorized Representative

Paul Matthews
Name and Title managing member

Address: 201 NW 132nd St.
OKC, OK 73114

Telephone: 405-463-5665

(Corporate Seal)

ATTEST

Callie Woodard
Corporate Secretary Callie Woodard

Fidelity and Deposit Company of Maryland
SURETY

Signed: Deborah L Raper

Authorized Representative

Deborah L. Raper, Attorney-in-Fact
Name and Title

Address: 9401 Cedar Lake Avenue, Oklahoma City, OK 7114

Telephone: 405-418-8600

Norman Utilities Authority
Project WA0389
Royal Oaks Waterline Replacement

Contract K-2627-16
Bid No. 2627-14
MB-2627-09

CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)
)§
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 30th day of October,
20 26, by Paul Matthews of Southwest Water Works, LLC
Name and Title managing member
a LLC corporation, on behalf of the corporation.

NOTARY SEAL PUBLIC
JENNIFER EBERHART
NOTARY PUBLIC
STATE OF OKLAHOMA
Commission # 06008522 Expires 08/29/30

WITNESS my hand and seal this 30th day of October 20 26.

Jennifer Eberhart
Notary Public

My Commission Expires: 8.29.30

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 WA0389
Royal Oaks Waterline Replacement

Contract K-2627-16
Bid No. 2627-14
MB-2627-09

CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)
)§
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 28th day of October,
20 26, by Paul Matthews- managing member of Southwest Water Works, LLC
Name and Title
a Limited Liability Company ~~corporation,~~ on behalf of the ~~corporation~~ LLC.

WITNESS my hand and seal this 28th day of October 20 26.

Notary Public

My Commission Expires: 8.29.30

JENNIFER EBERHART
NOTARY PUBLIC
STATE OF OKLAHOMA
Commission # 06008522 Expires 08/29/30

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 WA0389
Royal Oaks Waterline Replacement

Contract K-2627-16
Bid No. 2627-14
MB-2627-09

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 _____ day of _____, 20_____.

_____
AUTHORITY Attorney

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

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____ _____

Title: Chairman Secretary

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Clayton HOWELL, Callie WOODARD, Austin K. GREENHAW, J. Kelly DEER, Shelli R. SAMSEL, Travis E. BROWN, Jamie BURRIS, Vaughn P. GRAHAM, Vaughn P. GRAHAM, JR, Stephen M. POLEMAN, Deborah L. RAPER, Dwight A. PILGRIM, Gary LILES, Randy D. WEBB, Bobby Joe YOUNG, Aaron WOOLSEY, Carey L. KENNEMER, Kristin LEWIS, Joshua BRYAN, Becky KILLMAN, Michael L. SWIFT of Tulsa, Oklahoma,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of August, A.D. 2025.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 18th day of August, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, _____.

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

10/21/2026

Peter Worbach – Staff Engineer
City of Norman – Utilities Department
225 N Webster Avenue
Norman, OK 73070

RE: WA0389 – Royal Oaks Engineer's Contract Award Recommendation

Peter,

We have completed our review of the four bid packages received for the Royal Oaks waterline replacement project. Bids were received from Southwest Water Works, Heartland Utility Services, Davenport Construction, and Cimarron Construction Company and their bid form totals are attached to this letter. The attached bid tabulation is presented as submitted by the contractors with erroneous items highlighted in red.

The bid from Heartland Utility Services was incomplete on Line 32 with two calculation errors present, resulting in higher total bid of $46,825.00 from their written total. Cimarron Construction Company's bid form was incorrectly calculated on three lines resulting in higher total bid of $15,803.00 from their written total.

Based on the bid packages received and bid form totals, PEC recommends awarding the WA00389 Royal Oaks Waterline Replacement project to Southwest Water Works, LLC for a total base bid price of **$1,883,895.00**.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, PA



Joseph Voss
Project Manager

NORMAN UTILITIES AUTHORITY | WA0389 ROYAL OAKS WATERLINE REPLACEMENT
BID NO. 2627-14 | CONTRACT NO. K-2627-16 | OCTOBER 15, 2026

				Southwest Water Works		Heartland Utility Services		Davenport Construction		Cimarron Construction Company	
ITEM NO.	DESCRIPTION	UNITS	EST. QTY	UNIT PRICE	SWWW AMOUNT	UNIT PRICE	HEARTLAND AMOUNT	UNIT PRICE	DAVENPORT AMOUNT	UNIT PRICE	CIMARRON AMOUNT
1	8" PVC WATER MAIN BY OPEN CUT (C-900) (DR18)	LF	5310	$ 100.00	$ 531,000.00	$ 75.00	$ 398,250.00	$ 75.00	$ 398,250.00	$ 130.00	$ 690,300.00
2	6" PVC WATER MAIN BY OPEN CUT (C-900) (DR18)	LF	138	$ 65.00	$ 8,970.00	$ 75.00	$ 10,350.00	$ 65.00	$ 8,970.00	$ 97.00	$ 13,386.00
3	CONNECT TO EXISTING 6" WATERLINE (WET CONNECTION)	EA	3	$ 4,500.00	$ 13,500.00	$ 3,500.00	$ 10,500.00	$ 2,500.00	$ 7,500.00	$ 3,482.00	$ 10,446.00
4	CONNECT TO EXISTING 8" WATERLINE (WET CONNECTION)	EA	3	$ 4,500.00	$ 13,500.00	$ 3,500.00	$ 10,500.00	$ 2,500.00	$ 7,500.00	$ 4,615.00	$ 13,845.00
5	STEEL CASING BY OPEN CUT FOR 8" WATER MAIN	LF	10	$ 85.00	$ 850.00	$ 300.00	$ 3,000.00	$ 180.00	$ 1,800.00	$ 215.00	$ 2,150.00
6	12" X 8" TAPPING SLEEVE	EA	1	$ 3,500.00	$ 3,500.00	$ 8,750.00	$ 8,750.00	$ 5,000.00	$ 5,000.00	$ 4,463.00	$ 4,463.00
7	8" TAPPING VALVE & BOX	EA	1	$ 4,500.00	$ 4,500.00	$ 5,500.00	$ 5,500.00	$ 5,800.00	$ 5,800.00	$ 2,674.00	$ 2,674.00
8	8" X 8" TEE	EA	7	$ 1,800.00	$ 12,600.00	$ 1,500.00	$ 10,500.00	$ 1,800.00	$ 12,600.00	$ 1,761.00	$ 12,327.00
9	8" X 6" TEE	EA	3	$ 1,600.00	$ 4,800.00	$ 1,500.00	$ 4,500.00	$ 1,800.00	$ 5,400.00	$ 1,558.00	$ 4,674.00
10	8" X 8" CROSS	EA	1	$ 2,200.00	$ 2,200.00	$ 2,100.00	$ 2,100.00	$ 2,200.00	$ 2,200.00	$ 2,517.00	$ 2,517.00
11	8" X 6" REDUCER	EA	3	$ 900.00	$ 2,700.00	$ 1,400.00	$ 4,200.00	$ 1,020.00	$ 3,060.00	$ 764.00	$ 2,292.00
12	8" X 45° BEND (MJ)	EA	20	$ 1,100.00	$ 22,000.00	$ 1,450.00	$ 29,000.00	$ 1,200.00	$ 24,000.00	$ 1,049.00	$ 20,746.00
13	6" X 45° BEND (MJ)	EA	6	$ 900.00	$ 5,400.00	$ 1,000.00	$ 6,000.00	$ 1,200.00	$ 7,200.00	$ 822.00	$ 4,932.00
14	8" X 22½° BEND (MJ)	EA	23	$ 1,100.00	$ 25,300.00	$ 1,450.00	$ 33,350.00	$ 1,200.00	$ 27,600.00	$ 902.00	$ 20,746.00
15	8" X 11¼° BEND (MJ)	EA	14	$ 1,100.00	$ 15,400.00	$ 1,450.00	$ 20,300.00	$ 1,200.00	$ 16,800.00	$ 867.00	$ 12,138.00
16	8" GATE VALVE & BOX	EA	29	$ 4,500.00	$ 130,500.00	$ 2,000.00	$ 58,000.00	$ 3,600.00	$ 104,400.00	$ 2,828.00	$ 82,012.00
17	6" GATE VALVE & BOX	EA	6	$ 3,500.00	$ 21,000.00	$ 2,100.00	$ 12,600.00	$ 2,800.00	$ 16,800.00	$ 1,936.00	$ 11,616.00
18	8" CUT & CAP	EA	5	$ 1,000.00	$ 5,000.00	$ 3,500.00	$ 17,500.00	$ 2,500.00	$ 12,500.00	$ 2,973.00	$ 14,865.00
19	6" CUT & CAP	EA	2	$ 750.00	$ 1,500.00	$ 3,500.00	$ 7,000.00	$ 2,500.00	$ 5,000.00	$ 2,739.00	$ 5,478.00
20	1" SINGLE SHORT SERVICE (SSS)	EA	77	$ 1,000.00	$ 77,000.00	$ 1,350.00	$ 103,950.00	$ 1,600.00	$ 123,200.00	$ 1,401.00	$ 107,877.00
21	1" SINGLE LONG SERVICE (SLS)	EA	84	$ 1,300.00	$ 109,200.00	$ 2,400.00	$ 201,600.00	$ 2,500.00	$ 210,000.00	$ 2,288.00	$ 192,192.00
22	2" SINGLE LONG SERVICE	EA	1	$ 6,000.00	$ 6,000.00	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 3,785.00	$ 3,785.00
23	FIRE HYDRANT ASSEMBLY	EA	22	$ 9,000.00	$ 198,000.00	$ 6,000.00	$ 132,000.00	$ 7,500.00	$ 165,000.00	$ 9,962.00	$ 219,164.00
24	SOLID SLAB SODDING	SY	3963	$ 5.00	$ 19,815.00	$ 6.00	$ 23,778.00	$ 6.00	$ 23,778.00	$ 5.00	$ 19,815.00
25	MOBILIZATION AND INSURANCE (5%)	LS	1	$ 75,000.00	$ 75,000.00	$ 80,000.00	$ 80,000.00	$ 75,000.00	$ 75,000.00	$ 97,457.00	$ 97,457.00
26	EROSION CONTROL	LS	1	$ 2,500.00	$ 2,500.00	$ 15,000.00	$ 15,000.00	$ 20,000.00	$ 20,000.00	$ 1,201.00	$ 1,201.00
27	TRAFFIC CONTROL	LS	1	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 8,331.00	$ 8,331.00
28	CONSTRUCTION STAKING AND GPS AS-BUILT SURVEY	LS	1	$ 15,000.00	$ 15,000.00	$ 12,000.00	$ 12,000.00	$ 11,500.00	$ 11,500.00	$ 8,488.00	$ 8,488.00
29	PRE- AND POST-CONSTRUCTION VIDEO INSPECTION	LS	1	$ 8,000.00	$ 8,000.00	$ 3,250.00	$ 3,250.00	$ 7,500.00	$ 7,500.00	$ 2,055.00	$ 2,055.00
30	ADA TACTILE SURFACE	EA	13	$ 400.00	$ 5,200.00	$ 5,500.00	$ 71,500.00	$ 450.00	$ 5,850.00	$ 501.00	$ 501.00
31	REMOVE FIRE HYDRANT	EA	20	$ 400.00	$ 8,000.00	$ 750.00	$ 15,000.00	$ 530.00	$ 10,600.00	$ 503.00	$ 503.00
32	REMOVE AND REPLACE SIDEWALK	SY	595	$ 150.00	$ 89,250.00	$ 125.00	$ -	$ 120.00	$ 71,400.00	$ 155.00	$ 92,225.00
33	REMOVE AND REPLACE DRIVEWAY	SY	300	$ 150.00	$ 45,000.00	$ 150.00	$ 178,050.00	$ 130.00	$ 39,000.00	$ 218.00	$ 65,400.00
34	REMOVE AND REPLACE ROADWAY PAVEMENT	SY	800	$ 175.00	$ 140,000.00	$ 250.00	$ 94,500.00	$ 300.00	$ 240,000.00	$ 221.00	$ 176,800.00
35	REMOVE AND REPLACE CURB AND GUTTER	LF	426	$ 85.00	$ 36,210.00	$ 125.00	$ 53,250.00	$ 120.00	$ 51,120.00	$ 89.00	$ 37,914.00
36	BORING 8-INCH C900 DR-18 PVC PIPE	LF	1684	$ 125.00	$ 210,500.00	$ 115.00	$ 193,660.00	$ 126.00	$ 212,184.00	$ 181.00	$ 304,804.00
	TOTAL BASE BID (as submitted)			**TOTAL**	**$ 1,883,895.00**	**TOTAL**	**$ 1,922,613.00**	**TOTAL**	**$ 1,957,012.00**	**TOTAL**	**$ 2,285,872.00**

NORMAN UTILITIES AUTHORITY
PROJECT WA0389 - ROYAL OAKS WATERLINE REPLACEMENT
CONTRACT K-2627-16
BID 2627-14

Bid Opening Date **October 15, 2026**
Bid Opening Time **2:00 PM**

Company	Address	Total Base Bid
Southwest Water Works, LLC	201 NW 132nd Street, OKC, OK 73114	**$ 1,883,895.00**
Heartland Utility Services	3400 SE 59th Street, OKC, OK 73135	**$ 1,922,613.00**
Davenport Constrtuction Inc.	6001 Horse Shoe Bend, Edmond, OK 73034	**$ 1,957,012.00**
Cimarron Construction Company	3501 NE 63rd Street, OKC, OK 73121	**$ 2,285,872.00**



Royal Oaks Addition Water Line Replacements (WA0389)

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.

0 400 800 Feet

March 20, 2025

N W E S

Royal Oaks Project Area

Water Mains

File Attachments for Item:

21. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ADDENDUM ONE TO CONTRACT K-2627-26: A CONTRACT BETWEEN THE CITY OF NORMAN, THE NORMAN UTILITIES AUTHORITY, AND DR PEPPER/SEVEN UP, INC. FOR THE PURPOSE OF ESTABLISHING AND NAMING PARK SPACE, PROVIDING FOR THE USE OF THE DR PEPPER NAME, AND PROVIDING FOR PUBLIC ART.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 11/10/2026

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ADDENDUM ONE TO CONTRACT K-2627-26: A CONTRACT BETWEEN THE CITY OF NORMAN, THE NORMAN UTILITIES AUTHORITY, AND DR PEPPER/SEVEN UP, INC. FOR THE PURPOSE OF ESTABLISHING AND NAMING PARK SPACE, PROVIDING FOR THE USE OF THE DR PEPPER NAME, AND PROVIDING FOR PUBLIC ART.

BACKGROUND:

The Lindsey Tower is an elevated water storage tank at the intersection of E. Lindsey Street and Classen Boulevard, 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. In 2014, it was determined that Lindsey Tank no longer had the hydraulic characteristics necessary to function as a 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 stakeholders' desire to keep the structure, demolition was put on hold.

Ultimately, City Council and the Norman Utilities Authority decided to preserve the asset and paint the water tower by awarding a bid and approving contracts and bonds for the work on July 21, 2026. On July 28, 2026, Council approved a contract (Contract K-2627-26) with Dr Pepper/Seven Up, Inc. ("DPS") to offset much of the cost of repainting the tower and to create a unique opportunity for a long-term tourism, branding, and event activation partnership. Addendum No. 1 to Contract K-2627-26 is presented to Council in furtherance of this partnership.

DISCUSSION:

Addendum No. 1 formally designates the area surrounding the water tower as a "Special Use Park" and names the park "Dr Pepper Water Tower Park". With the naming of the Park, DPS formally grants the City a non-exclusive, non-transferable, non-sublicensable, royalty-free, limited license to use DPS trademarks, logos, etc., for the naming of the Park and for advertisements of City-sponsored events within the Park. DPS has also indicated that it desires to install, at its cost, public art within the park space; Section 4 of the Agreement grants

DPS the right to install such artwork in such number, at such locations, and of such design as agreed to in writing. The current conceptual designs include two murals on existing City structures within the park area that will create photography opportunities for parkgoers. Upon expiration or termination of the Agreement, DPS may remove the public art or require the City to remove or cover the DPS Marks within the public art. The ribbon-cutting event for the Dr Pepper Water Tower Park is scheduled for November 13, 2026.

RECOMMENDATION:

Staff recommends approval of Addendum No. 1 to K-2627-26.

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Addendum No. 1 to Tourism Attraction Partnership Agreement

This Addendum No. 1 to the Tourism Attraction Partnership Agreement (this "Addendum") is made and effective as of the _____ day of 11/6/2026, 2026 (the "Effective Date"), by and between the City of Norman, Oklahoma, a municipal corporation ("City"), the Norman Utilities Authority ("NUA"), and Dr Pepper/Seven Up, Inc., a Delaware corporation authorized to conduct business in Oklahoma ("DPS"), collectively the "Parties", to set forth parameters related to the naming of a park surrounding and adjacent to the Water Tower and public art therein.

RECITALS

WHEREAS, the City, NUA, and DPS entered into the Tourism Attraction Partnership Agreement on July 28, 2026 (the "Partnership Agreement") that provided for a collaboration between the Parties to transform the City's Water Tower into a unique regional tourism attraction, leveraging brand visibility, visitor engaged experiences, and community-oriented events; and

WHEREAS, the Parties have identified an area surrounding the Water Tower that will provide space for visitors and events related to the tourism attraction; and

WHEREAS, the Parties desire to designate this area as a City park and designate a name for the park reflective of the collaboration set forth in the Partnership Agreement.

NOW, THEREFORE, the Parties hereby agree to add this Addendum to the Partnership Agreement to designate the Park Space, to designate a name for the Park Space, and to provide for public art within the Park Space as follows:

1. Park Space. The City agrees to designate the area generally shown on Exhibit A attached hereto and incorporated herein (the "Park Space") as a Special Use Park. The Park Space will remain in the City's control, and events during the term of the Partnership Agreement will be governed by Section 4 of the Partnership Agreement. Nothing in this Addendum shall be construed to grant DPS any ownership, leasehold, or other interest in, or to impose on DPS any obligation for the construction, maintenance, repair, security, or operation of, the Park Space, and DPS shall have no liability for the condition of the Park Space or for any claims arising from its use, except to the extent caused by the gross negligence or willful misconduct of DPS.

2. Park Name. The City hereby names the Park Space the "Dr Pepper Water Tower Park" for the term of the Partnership Agreement. During such term, the City shall not rename the Park Space or add any other sponsor, brand, or commercial name to the Park Space name without DPS's prior written consent. The City shall install, at the City's sole cost and expense, directional and wayfinding signage displaying the Park Space name to guide visitors to the Park Space, in such number and at such locations as the City and DPS mutually agree in writing. All signage displaying the Park Space name or the DPS Marks, including the main Park Space sign and any directional or wayfinding signage, shall be subject to DPS's prior written approval (email is acceptable for these purposes), which

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approval shall not be unreasonably withheld, and no such signage shall be fabricated or installed until so approved.

3. Use of the "Dr Pepper" Name. DPS hereby grants the City a non-exclusive, non-transferable, non-sublicensable, royalty-free, limited license to reproduce and use those trademarks, service marks, logos, commercial symbols, and other indicia of trade origin of DPS (collectively, the "DPS Marks") solely for inclusion as part of the name of the Park Space and to advertise any City-sponsored events therein, in each case in accordance with DPS's brand guidelines as provided to the City from time to time. The City shall not use the DPS Marks in connection with any event, product, or message that DPS reasonably determines could disparage or reflect negatively on DPS or the DPS Marks. The City's reproduction and use of the DPS Marks, and all goodwill established or symbolized thereby, will inure exclusively to the benefit of DPS, and this Addendum does not confer any goodwill or other interest in the DPS Marks upon the City. The City shall not challenge or contest the validity of the DPS Marks or any registration of the DPS Marks with the U.S. Patent and Trademark Office. The City shall not represent that it has any ownership interest in the DPS Marks or any registrations therefor. Upon the expiration or termination of the Partnership Agreement or this Addendum, the City will discontinue all use of the DPS Marks, and remove all signage bearing the DPS Marks, within 30 days. Nothing herein shall be construed to give DPS any authority over or related to the naming of the Park Space, other than the inclusion of "Dr Pepper" as part of the Park Space name and as otherwise provided in Section 2. DPS agrees that it will not seek to trademark or otherwise register the full name of the Park Space ("Dr Pepper Water Tower Park"); provided, however, that nothing herein shall limit DPS's rights in or to the DPS Marks, including the DR PEPPER mark, or DPS's right to register, use, and enforce the DPS Marks.

4. Public Art. DPS may, at its option, cause to be installed, at DPS' sole cost and expense, public art, including, but not limited to, murals, within the Park Space in such number, at such locations, and of such design as the City and DPS mutually agree in writing. The City represents that it owns or controls the Park Space and any structures upon which the public art is to be installed and has authority to permit such installation, and the City shall provide DPS and its contractors reasonable access to the Park Space and such structures and reasonably cooperate in obtaining any required permits. DPS shall be responsible for claims arising from the installation of the public art to the extent caused by the negligence or willful misconduct of DPS or its contractors. Except as provided in the preceding sentence, the City does not warrant any structures upon which the public art is to be installed and DPS accepts them for the purpose of installing the public art in an AS-IS condition, and Section 1 of this Addendum shall otherwise apply. The City shall not be liable or responsible for the maintenance of any public art installed within the Park Space by DPS; provided, however, that the City shall not alter, cover, or remove any such public art without DPS's prior written consent, and DPS may, but shall have no obligation to, maintain or repair such public art. DPS shall retain all rights in the designs of the public art and any DPS Marks therein. Upon the expiration or termination of the Partnership

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Agreement or this Addendum, DPS may, at its option, remove any such public art or require the City to remove or cover any DPS Marks therein in accordance with Section 3.

[Remainder of page left blank intentionally]

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IN WITNESS WHEREOF, the Parties have caused this Addendum to be duly executed as of the Effective Date.

THE CITY OF NORMAN,
a municipal corporation
("City")

By: _____
Stephen Holman, Mayor

ATTEST:

By: _____
City Clerk

ACKNOWLEDGEMENTS

STATE OF OKLAHOMA)
) SS:
COUNTY OF CLEVELAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Stephen Holman, as Mayor of the City of Norman, a municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the date and year first above written in this Acknowledgement.

_____
Notary Public

My Commission expires:

(Seal)

Docusign Envelope ID: 8884A7E5-A34B-8B16-8063-AD8496E3ACFA

IN WITNESS WHEREOF, the Parties have caused this Addendum to be duly executed as of the Effective Date.

NORMAN UTILITIES AUTHORITY
a public trust
("NUA")

By: _____
Stephen Holman, Chairperson

ATTEST:

By: _____
Secretary

ACKNOWLEDGEMENTS

STATE OF OKLAHOMA)
) SS:
COUNTY OF CLEVELAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Stephen Holman, as Chairperson of the Norman Utilities Authority, a public trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the date and year first above written in this Acknowledgement.

_____
Notary Public

My Commission expires:

(Seal)

Docusign Envelope ID: 8884A7E5-A34B-8B16-8063-AD8496E3ACFA

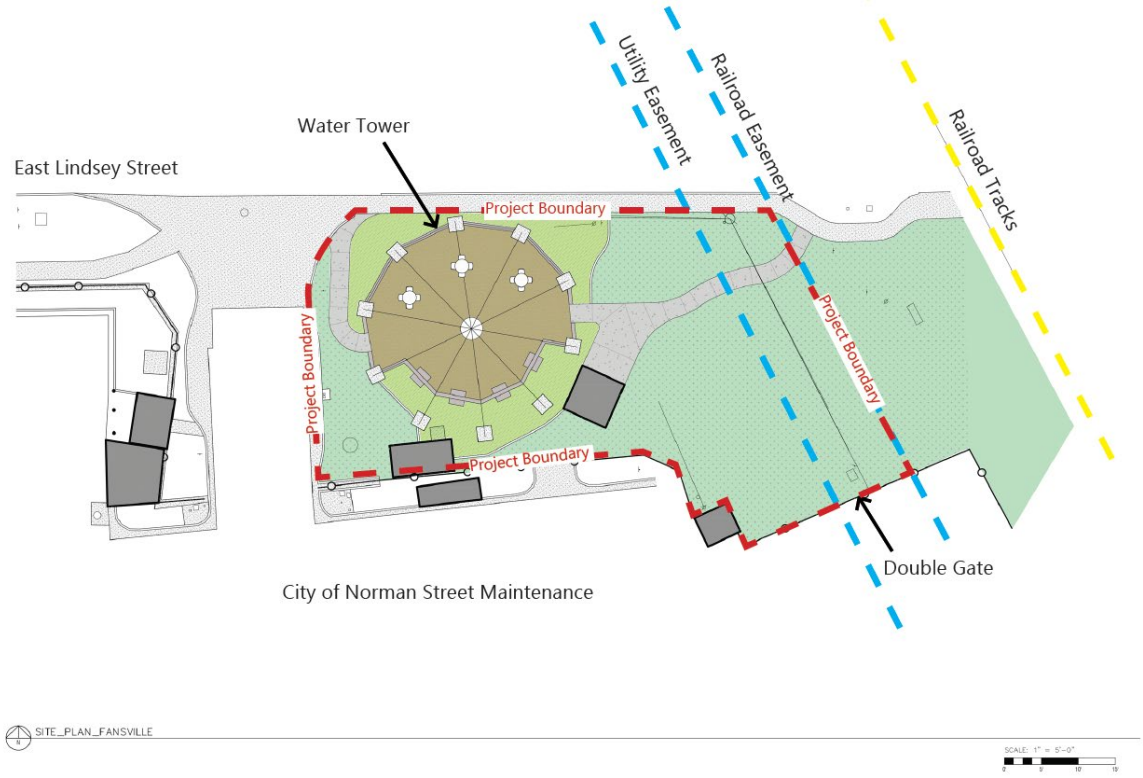
IN WITNESS WHEREOF, the Parties have caused this Addendum to be duly executed as of the Effective Date.

Dr Pepper/Seven Up, Inc.,
a Delaware corporation
("DPS")

By: Signed by: Robert Stone C1BEF2435E6A452...
Name: Robert Stone
Title: Sr. Director Media

Docusign Envelope ID: 8884A7E5-A34B-8B16-8063-AD8496E3ACFA

EXHIBIT A
Depiction of Park Space



File Attachments for Item:

22. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2627-20, CONTRACT K-2627-71: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND LOWE-NORTH CONSTRUCTION INC., IN THE AMOUNT OF $448,888, PERFORMANCE BOND B-2627-40, STATUTORY BOND B-2627-41, AND MAINTENANCE BOND MB-2627-21; FOR THE TRANSIT CENTER EV BUS PANTOGRAPH SYSTEM INSTALLATION PROJECT; AND ADOPTION OF RESOLUTION R-2627-55 GRANTING TAX-EXEMPT STATUS; AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT. (WARD 4)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 11/10/2026

REQUESTER: Taylor Johnson, AICP, Transit and Parking Program Manager

PRESENTER: Scott Sturtz, P. E., Public Works Director

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2627-20, CONTRACT K-2627-71: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND LOWE-NORTH CONSTRUCTION INC., IN THE AMOUNT OF $448,888, PERFORMANCE BOND B-2627-40, STATUTORY BOND B-2627-41, AND MAINTENANCE BOND MB-2627-21; FOR THE TRANSIT CENTER EV BUS PANTOGRAPH SYSTEM INSTALLATION PROJECT; AND ADOPTION OF RESOLUTION R-2627-55 GRANTING TAX-EXEMPT STATUS; AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT. (WARD 4)

BACKGROUND:

On February 24, 2009, the Norman City Council adopted the City's first Alternative Fuel Program which strongly supports the acquisition and operation of alternative fuel vehicles (AFVs). This set the City's goal to increase the usage of alternative fuel vehicles each year as technology allows while monitoring each new technological advancement to suit the application and departmental needs. At that point in time fully electric vehicles were not an option, but the technology has now advanced in this direction and the City of Norman is still striving to be a leader in the implementation of alternative fuel technology. This is also in accordance with the "Ready for 100" resolution passed by Council on May 28, 2018, which set a goal of 100 percent renewable energy sources for transportation by 2050.

The City of Norman took over the operations of the City public transportation system on June 1, 2019, from the University of Oklahoma. Since then, staff has worked diligently to pursue federal grant opportunities to maximize local funding to replace the aged vehicles that were inherited as a part of the transition of service. On May 22, 2019, the Governor of Oklahoma designated the City to be the direct recipient of federal funds to be used for the provision of public transportation services effective upon the date the Federal Transit Administration (FTA) formally approves the City eligible to receive such federal funds. On June 20, 2019, the FTA formally designated the City to be the direct recipient of such federal public transportation funds.

An authorization to purchase the City's first battery electric vehicle, a transit bus, was approved at Council's May 25, 2021 meeting. Approximately 50% of the vehicle purchase price was reimbursed through a grant received from the Oklahoma Department of Environmental Quality

through the Volkswagen Settlement Fund. An authorization to purchase the City's second battery electric transit bus was approved at Council's August 10, 2021 meeting. Approximately 70% of the vehicle purchase price was reimbursed through a grant received from the Federal Transit Administration's (FTA's) 2021 Low- or No-Emission Vehicle Program. The City's project was 1 of 49 projects selected in the nation.

On December 14, 2021 Council approved funding for additional costs on both electric buses to add charge rails to the top of the buses. Adding the charge rails to the buses ensured that they are properly wired and outfitted for overhead pantograph charging which allows the vehicles to charge while in service and thereby stay in service for longer stretches of time. Both buses entered service in Spring of 2023.

On September 26, 2023, Council approved Resolution R-2324-60 to submit an application to the ACOG Public Fleet Conversion Grant Program for the purchase of pantograph charging infrastructure, which allows the electric transit buses to be charged in service during a layover at the Norman Transit Center. The pantograph charging solution can be thought of as an awning the bus drives underneath which extends and connects to the charge rails on the top of the bus. On Thursday, February 15, 2024, ACOG approved a ranked list of projects for funding. Because the City of Norman had submitted multiple projects, these were grouped together as a single project, which was ranked first out of nine projects that received funding. Overall ACOG awarded $2,580,782 to the City of Norman through this grant opportunity which was accepted March 26, 2024. As part of the award, the Transit Center EV Bus Pantograph System Installation project will receive $1,078,880.

Due to the pantograph charging equipment being somewhat specialized and unique, staff spent considerable time between grant acceptance in spring 2024 and winter 2025 identifying possible avenues for procurement. On December 9, 2025, Council authorized the purchase of two (2) ABB 300kW On-Route Pantograph Chargers from Gillig in the amount of $772,100 utilizing the Pinellas Suncoast Transit Authority contract C-22-MT-001 and approved a budget appropriation through Resolution R-2526-87.

DISCUSSION:

Purchase order number 26006207 for the pantograph chargers was encumbered at the same 80% federal/20% local match split as the original grant funding. Due to the entire local match being budgeted within a Public Transportation Fund (Fund 27) capital outlay account (27550276-45007) for the purchase of the pantograph chargers, the remaining local match amount of $115,300, intended for the installation, was rolled into the Fund 27 fund balance at the conclusion of fiscal year 2026. Staff advise appropriating the remaining local match amount ($115,300) for the installation of the chargers, from the Public Transportation Fund balance.

The Transit Center EV Bus Pantograph System Installation project includes specialized electrical installation of the overhead EV bus pantograph charging system which allows the electric transit buses to be charged in service during a layover at the Norman Transit Center. Expected work includes installation of underground conduit, electrical cabinet, pantograph chargers, and protective bollards as well as restoration of any pavement, curbs and gutters, sidewalks, and grass/sod disrupted during the installation process.

The bid documents and specifications for the Transit Center EV Bus Pantograph System Installation project were advertised on September 17 and 24, 2026 according to State Law. Two (2) bids were received on October 8, 2026. Upon receipt of the bid proposals, Small Arrow Engineering, the design consultant for the project, analyzed the bids and found no errors.

The low bidder is Lowe-North Construction Inc. in the amount of $448,888, which is $23,722 below the next lowest bidder. The consultant's final estimate for the project was $278,205, approximately 60% less than the lowest bid. The very specific nature of this work and a lack of projects of this type factored into the engineer's estimate being significantly lower than the bids received. As discussed above, Staff and the engineer have completed a comparative analysis of these bids, and have determined the lowest bid is competitive, and the bid represents a fair bid.

The remaining budget for this project is $576,500 after acquisition of the pantograph charging system, architectural and engineering services, and miscellaneous other costs. The Lowe-North Construction Inc. bid amount of $448,888 would leave the Transit Center EV Bus Pantograph System Installation project under budget by $127,612 despite being above the consultant's final estimate.

RECOMMENDATION No. 1:

Staff recommends a budget appropriation of $115,300 from the Public Transportation Fund balance (account 27-29000) to the Bus Pantograph Charger Infrastructure project (Project No. BG0094 - Const, Account No. 27550277-46101).

RECOMMENDATION No. 2:

Staff further recommends Bid No. 2627-20, for the Transit Center EV Bus Pantograph System Installation Project, be awarded to the selected bidder, Lowe-North Construction Inc. of Spring Hill, KS for $448,888.

RECOMMENDATION No. 3:

Staff further recommends that, upon approval of Bid No. 2627-20, the following contract and bonds be approved:

Contract K-2627-71,
Performance Bond B-2627-40,
Statutory Bond B-2627-41 and
Maintenance Bond MB-2627-21

RECOMMENDATION No. 4:

Staff further recommends that, upon approval of Bid No. 2627-20, Resolution R-2627-55 be approved, authorizing and appointing Lowe-North Construction, Inc. as project agent for purposes of obtaining tax-exempt status.

CONTRACT

THIS CONTRACT made and entered into this_____day of_____, 20__, by and between Lowe-North Construction, Inc. as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

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 of said bidding documents, and has caused Notice to Bidders 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 projects:

EMBARK EV BUS
PANTOGRAPH SYSTEM INSTALLATION

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 Notice to Bidders, 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 publicly 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 sum named in the proposal, to wit:

(WRITTEN) Four Hundred Fourty Eight Thousand Eight Hundred Eighty Eight and 00/100 (DOLLARS);

(NUMERALS) ($ 448,888.00).

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:

l) The CONTRACTOR shall, in a 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 the following CONTRACT Documents: The Bid Notice published in the Norman Transcript, the Notice to Bidders, Instructions to Bidders, the Contractor's Bid or Proposal, the Construction Drawings, Specifications, Provisions, and Bonds thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.

2) The CITY shall make payments as stipulated in the contract documents to the CONTRACTOR in the following manner: On or about the first day of each month, the project engineer, 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 during the preceding calendar month. The CONTRACTOR shall furnish to the project engineer, 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 62, Section 310.9.

On completion of the work, but prior to the acceptance thereof by the CITY, it shall be the duty of the project engineer, 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 CITY.

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 retainages) will be approved and paid.

3) It is further agreed that the CONTRACTOR will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously. Any suspension of work must be approved by the engineer or the engineer's representative. The contract period is as follows:

EV BUS
PANTOGRAPH SYSTEM INSTALLATION

90 Calendar Days

i. 90 Calendar Days does not include weather days
    1. Weather days to be determined by the engineer or the streets program manager

4) That the CITY 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.

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 rise 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 Agreement.

5) The amount of retainage with respect to progress payments will be 5%, or as otherwise permitted by applicable law.

6) That the CONTRACTOR will 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 CITY; and that in the event any additional are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

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

8) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind, and all work and materials shall be subject to rejection by the CITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefore by the CITY.

9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay liquidated damages, as stipulated in the contract document and the General Conditions included in the City of Norman Standard Specifications and Construction Drawings, for each calendar day thereafter.

10) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY prior to issuance of the Work Order and commencement of work on the project. The CONTRACTOR shall provide written documentation from the Maintenance Bond Company that all work, including Change Orders, is covered by the Maintenance Bond before final acceptance of the project.

11) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first above written.

12) 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 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 CITY or in any way to restrict the freedom of the 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.

13) If CONTRACTOR 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, CONTRACTOR hereby represents, warrants, covenants to the CITY that, in accordance with and pursuant to 21 O.S. § 1289.31 and 74 O.S. § 12001 that (i) it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, or boycott energy companies and (ii) will not discriminate against a firearm entity or firearm trade association, or boycott energy companies, during the term of this Agreement.

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

STATE OF Kansas ~~Oklahoma~~)
) ss:
COUNTY OF Miami)

LAWRENCE J JOERN, 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. Affidavit 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.

Contractor

Subscribed and sworn to before me this 3RD day of November, 2026.

Ruth Macoubrie
Notary Public



Contract No K-2627-71

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 3RD day of November 2026, and the _____ day of _____, 20___.

(Corporate Seal) (where applicable)

Principal Lawrence North

ATTEST:
Authorized Representative

Signed: _____

Title: President

_____
Corporate Secretary (where applicable)

Address 800 A Line Drive, Spring Hill, KS 66083

Telephone: 913-686-3080

CITY OF NORMAN:

Approved as to form and legality this 5 day of NOV 2026.

_____
City Attorney

Approved by the Council of the City of Norman, this ____day of _____, 20___.

ATTEST:

_____ _____
City Clerk Mayor

CONTRACT AFFIDAVIT

STATE OF Kansas)
) ss:
COUNTY OF Miami)

Lawrence J. North, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of Lowe-North Construction, Inc. to submit the above Contract to the City of Norman, Oklahoma.

Affidavit further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

Contractor

Subscribed and sworn to before me this 3RD day of November, 2026.

Ruth Macoubrie
Notary Public

My Commission Expires:

July 19, 2029

RUTH MACOUBRIE
Notary Public, State of Kansas
My Appointment Expires
July 19, 2026

TWIN LAKES
INSURANCE AGENCY
Established 1983

October 16, 2026

City of Norman, Oklahoma
225 North Webster Avenue
Norman, OK 73069

Re: Lowe North Construction Inc.
Bond #2690333
Bond Amount: $448,888.00
CONTRACT K-2627-71, EMBARK EV BUS, PANTOGRAPH SYSTEM INSTALLATION

This letter will serve as your authority to date the Bonds and the Powers of Attorney on the above captioned project.

Very truly yours,

West Bend Insurance Company

By: Laura M Buhrmester
Laura Buhrmester, Attorney-in-Fact

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO.

WEST BEND®

Bond No. N/A

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Angela Alvarez, Sam Backhus, Alissa Barragan-Lancaster, Jamie Behrmann, Laura Buhrmester, Deanna Carver, Dawson Davis, Margaret Dunn, Susan Falter, Payton Garrison, Shae Gipe, Kevin Griffel, Sheina Key, Carrie McArthur, Norma Minshall, Maria Noorani, Jace Olson, Patricia Phillips, Travis Reitz, Michelle Rosencrants, Michael Schieber, Jenny Schweitzer Cook, Timothy Seiler, Jim Shultz, Michael Smith, Mark Smith, Patricia Squires, Tanya Talbott

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars ($30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

JULI BENEDUM NOTARY PUBLIC STATE OF WISCONSIN

Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 16th day of October, 2026.

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Christopher C. Zwygart
Christopher C. Zwygart
Secretary

CITY OF NORMAN
MAINTENANCE BOND

Know all men by these presents that Lowe-North Construction, Inc., as Principal, and West Bend Insurance Company, a corporation organized under the laws of the State of Wisconsin, 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, herein called CITY, in the sum of Four Hundred Fourty Eight Thousand Eight Hundred Eighty Eight and 00/100 DOLLARS ($ 448,888.00), such sum being equal to the contract price and being in force for a period of one year from the date of the acceptance of the below described improvements by the City Council, and thereafter for the sum of Sixty Seven Thousand Three Hundred Thirty Four and No/100 DOLLARS($ 67,334.00), such sum being not less than fifteen percent (15%) of the total contract price of said improvements for a period of four years thereafter, 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:

EMBARK EV BUS
PANTOGRAPH SYSTEM INSTALLATION

has entered into a written CONTRACT (K-2627-71) with the CITY OF NORMAN, dated this _____ day of _____, 20___ for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by references as if fully set forth; and,

WHEREAS, under the ordinances of the CITY the PRINCIPAL is required to furnish to the CITY 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 CITY or expense to the CITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of five (5) years from the date of the written final acceptance by the CITY, then this obligation shall be null and void. The amount of the Maintenance Bond shall be 100 % of the contract amount for the first year and then 15% of the contract amount for the following four (4) years. 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 CITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

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 the ___ day of _____, 20___, and the SURETY has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its authorized representative(s) on the _____ day of _____, 20___.

(Corporate Seal) (where applicable)

ATTEST:

Corporate Secretary (where applicable)

Principal Signed: _____
Authorized Representative

Title: President

Address: 800 S A Line Drive
Spring Hill, KS 66083

Telephone: (913) 592-4025

(Corporate Seal) (where applicable)

ATTEST: Carrie McArthur

Surety: West Bend Insurance Company

Signed: _____
Authorized Representative

Printed: Laura M. Buhrmester
Authorized Representative

Title: Attorney-in-Fact

Address: 1900 S 18th Ave
West Bend, WI 53095-8796

Telephone: (262) 334-5571

CORPORATE ACKNOWLEDGEMENT

STATE OF Kansas)
) ss:
COUNTY OF Miami)

The foregoing instrument was acknowledge before me this 20th day of October, 2026, by Lawrence J. North, President (Name and Title), of Lowe-North Construction, Inc a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 20th day of October, 2026.

Ruth Macoubrie
Notary Public

My Commission Expires:

July 19, 2029

RUTH MACOUBRIE
Notary Public, State of Kansas
My Appointment Expires
July 19, 2029

Maintenance Bond No. MB-2627-21

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20___, by _____(Name and Title) of _____, a(n) corporation.

WITNESS my hand and seal this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires:
_____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

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

WITNESS my hand and seal this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires:
_____

CITY OF NORMAN

Approved as to form and legality this 5 day of Nov, 2026.

_____
City Attorney

Approved by the Council of the City of Norman this _____ day of _____, 20___.

ATTEST:

_____ _____
City Clerk Mayor

PERFORMANCE BOND

Bond No. 2690333

Know all men by these presents, that Lowe North Construction, Inc. as PRINCIPAL, and West Bend Insurance Company Corporation organized under the laws of the State of Wisconsin 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, herein called CITY, in the sum of Four Hundred Forty Eight Thousand Eight Hundred Eighty Eight and No/100 DOLLARS, ($ 448,888.00), 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:

EMBARK EV BUS
PANTOGRAPH SYSTEM INSTALLATION

has entered into a written CONTRACT (**K-2627-71**) with THE CITY OF NORMAN, dated this _____ day of _____, 20___ for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL shall, in all particulars, well and truly, perform and abide by said CONTRACT and all specifications and covenants thereto and shall promptly and properly complete the work on this PROJECT in accordance with the CONTRACT; and if the PRINCIPAL shall protect and hold harmless the CITY from all loss, damage, and expenses to life or property suffered or sustained by any person, firm or corporation caused by PRINCIPAL or their 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 or protecting the same, or from any act or omission of PRINCIPAL of their or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the CITY 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 of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

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), and the _____day of _____, 20___ 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_____, 20___.

(Corporate Seal) (where applicable)

ATTEST:

Corporate Secretary (where applicable)

Principal Signed: _____
Authorized Representative

Title: President

Address: 800 S A Line Drive
Spring Hill, KS 66083

Telephone: (913) 592-4025

(Corporate Seal) (where applicable)

ATTEST: Carrie MacArthur

Surety: West Bend Insurance Company

Signed: Laura M Buhrmester
Authorized Representative

Printed: Laura M. Buhrmester
Authorized Representative

Title: Attorney-in-Fact

Address: 1900 S 18th Ave
West Bend, WI 53095-8796

Telephone: (262) 334-5571

CORPORATE ACKNOWLEDGEMENT

STATE OF Kansas)
) ss:
COUNTY OF Miami)

The foregoing instrument was acknowledge before me this 20th day of October, 2026, by Lawrence J. North, President (Name and Title), of Lowe-North Construction, Inc, a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 20th day of October, 2026.

Ruth Macaulie
Notary Public

My Commission Expires:
July 19, 2029

RUTH MACOUBRIE
Notary Public, State of Kansas
My Appointment Expires
July 19, 2029

Performance Bond No. B-2627-40
Page 2 of 3

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by _____(Name and Title) of _____,
a(n) corporation.

WITNESS my hand and seal this _____ day of _____, 20__.

_____
Notary Public

My Commission Expires:
_____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

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

WITNESS my hand and seal this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires:
_____

CITY OF NORMAN

Approved as to form and legality this 5 day of Nov, 2025.

_____
City Attorney

Approved by the Council of the City of Norman this _____ day of _____, 20___.

ATTEST:

_____ _____
City Clerk Mayor

STATUTORY BOND

Bond No. 2690333

Know all men by these presents that Lowe North Construction, Inc. as PRINICPAL, and West Bend Insurance Company, a corporation organized under the laws of the State of Wisconsin, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the sum of Four Hundred Forty Eight Thousand Eight Hundred Eighty Eight and No/100 DOLLARS ($ 448,888.00), or 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:

EMBARK EV BUS
PANTOGRAPH SYSTEM INSTALLATION

has entered into a written CONTRACT (**K-2627-71**) with THE CITY OF NORMAN, dated this _____ day of _____, 20___, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL shall, in all particulars, well and truly, promptly and properly, pay or cause to be paid all indebtedness incurred for labor, materials, rental of machinery or equipment, and repairs of and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or their or its 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 and 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. §§ 1-2, 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.

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_____, 20___ , 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 _____, 20___.

(Corporate Seal) (where applicable)

ATTEST

_____
Corporate Secretary (where applicable)

Principal
Signed: _____
Authorized Representative

Title: _____

Address: 800 S A Line Drive

Spring Hill, KS 66083

Telephone: (913) 592-4025

Statutory Bond No. B-2627-41
Page 1 of 3

(Corporate Seal) (where applicable)

ATTEST: Beth Summers

Surety: West Bend Insurance Company

Signed: Laura M Buhrmester
Authorized Representative

Printed: Laura M. Buhrmester
Authorized Representative

Title: Attorney-in-Fact

Address: 1900 S 18th Ave
West Bend, WI 53095-8796

Telephone: (262) 334-5571

CORPORATE ACKNOWLEDGEMENT

STATE OF Kansas)
) ss:
COUNTY OF Miami)

The foregoing instrument was acknowledge before me this 20th day of October, 2026, by Lawrence J. North, President (Name and Title), of Lowe. North Construction, Inc., a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 20th day of October, 2026.

Ruth Macoubrie
Notary Public

My Commission Expires:
July 19, 2029

RUTH MACOUBRIE
Notary Public, State of Kansas
My Appointment Expires
July 19, 2029

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20___, by _____(Name and Title) of _____, a(n) corporation.

WITNESS my hand and seal this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires:
_____

Statutory Bond No. B-2627-41
Page 2 of 3

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

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

WITNESS my hand and seal this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires:

_____

CITY OF NORMAN

Approved as to form and legality this 5 day of Nov, 2024.

_____
City Attorney

Approved by the Council of the City of Norman this _____ day of _____, 20___.

ATTEST:

_____
City Clerk

_____
Mayor

BID RECORD
City of Norman

ID: 2627-20

TITLE: Transit Center Pantograph Chargers

DATE:10/08/26

BIDDER NAME	Total Base Bid				
1. Engineer's Estimate	$ 278,205	$	$	$	$
2. B&H	$ 472,610	$	$	$	$
3. Lowe - N Construction	$ 448,888	$	$	$	$
4.	$	$	$	$	$
5.	$	$	$	$	$
6.	$	$	$	$	$
7.	$	$	$	$	$
8.	$	$	$	$	$
9.	$	$	$	$	$
10.	$	$	$	$	$
11.	$	$	$	$	$
12.	$	$	$	$	$
13.	$	$	$	$	$

Received and Opened by: Fred Duke

Date: 10-8-26

Resolution

R-2627-55

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING LOWE-NORTH CONSTRUCTION INC. AS PROJECT AGENT FOR THE NORMAN TRANSIT CENTER EV BUS PANTOGRAPH SYSTEM INSTALLATION PROJECT IN 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 Lowe-North Construction Inc. for the Norman Transit Center EV Bus Pantograph System Installation Project; and

§ 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Lowe-North Construction Inc., 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 Lowe-North Construction Inc., to purchase materials which are in fact used for the Norman Transit Center EV Bus Pantograph System Installation Project; and

§ 3. WHEREAS, this limited agent status is conferred with the express understanding that Lowe-North Construction Inc. shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

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

§ 4. That the City of Norman, Oklahoma on the 10th day of November 2026, did appoint Lowe-North Construction Inc, who is involved in the Norman Transit Center EV Bus Pantograph System Installation 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 Norman Transit Center EV Bus Pantograph System Installation Project.

PASSED AND ADOPTED THIS 10TH DAY OF NOVEMBER 2026.

_____
Mayor, Stephen T. Holman

ATTEST:

_____
City Clerk

File Attachments for Item:

23. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-58: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN MUNICIPAL AUTHORITY APPROPRIATING $555,852 FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUND BALANCE, $1,326,151 FROM THE ROOM TAX FUND BALANCE, $34,175 FROM THE YOUNG FAMILY ATHLETIC CENTER (YFAC) FUND BALANCE, $1,472,138 FROM THE RISK MANAGEMENT FUND BALANCE, $2,573,402 FROM THE CAPITAL FUND BALANCE, $687 FROM THE NORMAN FORWARD FUND BALANCE, AND $302,384 FROM THE DEBT SERVICE FUND BALANCE, TO CLOSE OUT YEAR END ACCOUNTING ENTRIES FOR FYE 2026.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 11/10/2026

REQUESTER: Jamie Vaughn, Budget Manager

PRESENTER: Clint Mercer, Director of Finance

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-58: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN MUNICIPAL AUTHORITY APPROPRIATING $555,852 FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUND BALANCE, $1,326,151 FROM THE ROOM TAX FUND BALANCE, $34,175 FROM THE YOUNG FAMILY ATHLETIC CENTER (YFAC) FUND BALANCE, $1,472,138 FROM THE RISK MANAGEMENT FUND BALANCE, $2,573,402 FROM THE CAPITAL FUND BALANCE, $687 FROM THE NORMAN FORWARD FUND BALANCE, AND $302,384 FROM THE DEBT SERVICE FUND BALANCE, TO CLOSE OUT YEAR END ACCOUNTING ENTRIES FOR FYE 2026.

BACKGROUND:

At the end of each fiscal year (June 30), the Finance Department records all year-end accounting entries. To facilitate this process, certain expense categories within divisions occasionally require transfers to cover negative balances in specific line-item accounts.

Oklahoma Statutes require that each fund be balanced at the *object category* level of expenditures, which include:

- Salaries and Benefits
- Materials and Supplies
- Services and Maintenance
- Capital Equipment (“Capital Outlay”)

Per City of Norman policy, the City Manager’s approval is required for any transfers:

- Within a City fund or between departments;
- From salary and benefit category accounts; and
- From operating accounts to capital equipment accounts.

The City Manager has approved all year-end transfers under his authority, based on

recommendations from Finance Department staff (see attached memorandum). However, in some cases, expenses could not be covered from available appropriations within the same fund. In these instances, an appropriation of fund balance is required. Oklahoma Statutes specify that all fund balance appropriations must be approved by the City Council (governing body).

DISCUSSION:
At fiscal year-end (FYE) 2026, seven funds required additional appropriations from fund balance to fully cover expenditures incurred during the year. Adequate fund balance exists in each of these funds to support the recommended appropriations.

In the CDBG Fund, an additional $555,852 needs to be appropriated from fund balance to reimburse the Capital Fund for CDBG-DR costs it covered ahead of grant funding.

In the Room Tax Fund, an additional $1,326,151 needs to be appropriated from fund balance to cover payment of reserves to the Norman Arts Council and Norman Convention and Visitors Bureau allocations from the Room Tax Fund for FYE 26.

In the YFAC Fund, an additional $34,175 needs to be appropriated from fund balance to cover higher than anticipated salaries and bank service charges.

In the Risk Management Fund, an additional $1,472,138 needs to be appropriated from fund balance to cover higher than anticipated health claim payments.

In the Capital Fund, an additional $2,573,402 needs to be appropriated from fund balance to cover transfers to the General Fund and the PSST Fund for capital outlay, and to the Debt Service Fund to transfer bond proceeds.

In the Norman Forward Fund, an additional $687 needs to be appropriated from fund balance to cover additional debt service fees.

In the Debt Service Fund, an additional $302,384 needs to be appropriated from fund balance fund the higher-than-budgeted principal and interest payments on judgments awarded against the City.

RECOMMENDATION:
Staff recommend the following appropriations and transfers be approved:

$555,852 from CDBG Fund Balance (account number 21-29000) to Interfund Transfer – Capital Fund (account number 21930194-48050).

$1,326,151 from Room Tax Fund Balance (account number 23-29000) and allocate ***$992,827*** to Miscellaneous Services – Visitors Bureau (account number 23330243-44774) and ***$333,324*** to Miscellaneous Services – Norman Arts Council (account number 23730241-44741).

$34,175 from YFAC Fund Balance (account number 24-29000) to Salaries – Part Time (account number 24770035-42002).

$1,472,138 from Risk Management Fund Balance (account number 43-29000) to Self-

Insurance – Health Claim Payments (account number 43330105-44420).

$2,573,402 from Capital Fund Balance (account number 50-29000) and allocate $2,511,540 to Interfund Transfer – To Debt Ser (account number 50930194-48060) and $61,862 to Debt Service Issuance GO Bond (account number 50930149-47203).

$687 from Norman Forward Fund Balance (account number 51-29000) to Debt Service Charges (account number 51930149-47202).

$302,384 from Debt Service Fund Balance (account number 60-29000) to Interfund Transfer – Risk Management Fund (account number 60930149-48043).

office memorandum

DATE: October 26, 2026

TO: Darrel Pyle, City Manager

FROM: Jamie Vaughn, Budget Manager

THROUGH: Clint Mercer, Director of Finance

SUBJECT: Clean-up of FYE 2026 – All Expenditure Accounts

BACKGROUND & DISCUSSION:

Accounting is in the process of posting year-end closing entries. In order to help with the process some divisions require a transfer to cover their negative balances. Most of these transfers can be made from savings in other line items within the individual department. Legally we must have each division balanced at the object category of expenditures which includes: total salaries and benefits, total materials and supplies, total services and maintenance, and total capital equipment. Finance policy requires the City Manager's approval for items requiring a transfer of funds from one department to another, transfers involving any Salaries and Benefit general ledger line items, and transfers from operating accounts to capital equipment accounts.

RECOMMENDATION:

We recommend the attached list of transfer requests be approved in order to clean up all FYE 2026 expenditure accounts and to comply with the Municipal Budget Act.

As always, we stand ready to respond to any questions you have regarding this matter.

APPROVED **DENIED**

Reviewed by: Kim Coffman, Chief Accountant

ORG	OBJ	ACCOUNT DESCRIPTION	REVISED BUDGET	YTD EXPENDED	AVAILABLE BUDGET	ADJ
10110005	42001	SAL FT	132,330	193,882.24	-61,552	$ 49,593.00
		Total AA Salaries & Benefits	188,537	238,129.67	-49,593	
10110101	44097	PS 1% RESE	759,712	0.00	759,712	$ (766,728.00)
		Total AC Services & Maint	1,209,148	442,420.84	766,728	
10110101	44811	ISC BLG OH	9,327	13,173.91	-3,847	$ 2,781.00
		Total AD Internal Serv/Maint	36,294	39,075.31	-2,781	
10110110	42041	SAL TERM	0	18,965.93	-18,966	$ 23,225.00
		Total AA Salaries & Benefits	704,125	727,349.95	-23,225	
10110110	44029	PS COMMINT	895,967	804,020.73	91,946	$ (105,486.00)
		Total AC Services & Maint	1,021,039	915,553.16	105,486	
10110110	44812	ISC BLG CS	9,653	14,095.84	-4,443	$ 1,238.00
		Total AD Internal Serv/Maint	35,427	36,664.94	-1,238	
10110111	42997	CS PR ACC	0	617.79	-618	$ 237.00
		Total AA Salaries & Benefits	154,996	155,232.75	-237	
10110111	44811	ISC BLG OH	2,073	2,927.54	-855	$ 853.00
		Total AD Internal Serv/Maint	3,432	4,285.09	-853	
10110113	44811	ISC BLG OH	1,036	1,463.77	-428	$ 428.00
		Total AD Internal Serv/Maint	3,749	4,176.77	-428	
10110225	42210	MED INSUR	39,966	46,117.67	-6,152	$ 638.00
		Total AA Salaries & Benefits	309,530	310,167.90	-638	
10110343	44811	ISC BLG OH	5,182	7,318.84	-2,137	$ 1,577.00
		Total AD Internal Serv/Maint	29,697	31,273.14	-1,577	
10120420	42041	SAL TERM	0	79,142.33	-79,142	$ 1,109.00
		Total AA Salaries & Benefits	628,570	629,679.37	-1,109	
10120420	44812	ISC BLG CS	10,699	15,623.26	-4,924	$ 4,023.00
		Total AD Internal Serv/Maint	37,580	41,602.53	-4,023	
10121120	44811	ISC BLG OH	19,690	27,811.61	-8,122	$ 12,076.00
		Total AD Internal Serv/Maint	58,267	70,342.92	-12,076	
10122220	44812	ISC BLG CS	9,534	13,921.27	-4,387	$ 3,488.00
		Total AD Internal Serv/Maint	49,646	53,133.94	-3,488	
10123121	42001	SAL FT	1,805,346	1,846,128.25	-40,782	$ 66,108.00
		Total AA Salaries & Benefits	2,426,875	2,492,982.71	-66,108	
10123121	44811	ISC BLG OH	12,436	17,565.23	-5,129	$ 8,705.00
		Total AD Internal Serv/Maint	43,738	52,442.63	-8,705	
10330122	42001	SAL FT	309,701	313,839.98	-4,139	$ 2,999.00
		Total AA Salaries & Benefits	454,180	457,179.35	-2,999	
10330122	44701	MS POSTAGE	384,866	346,329.43	38,537	$ (49,842.00)
		Total AC Services & Maint	415,050	365,208.27	49,842	
10930194	48043	IT INSURA	0	2,280,760.00	-2,280,760	$ 3,009,209.00
		Total AI Interfund Transfers	509,321	3,518,530.17	-3,009,209	
10330301	42041	SAL TERM	0	111,729.62	-111,730	$ 79,914.00
		Total AA Salaries & Benefits	306,549	386,463.37	-79,914	
10330320	44012	PS AUD ACC	225,000	198,525.00	26,475	$ (49,828.00)
		Total AC Services & Maint	288,436	233,728.69	54,707	
10131190	44303	US Tele Sp	356	1,111.58	-756	$ 1,015.00
		Total AC Services & Maint	4,858	5,873.22	-1,015	
10131530	42001	SAL FT	550,259	355,179.01	195,080	$ (261,072.00)
		Total AA Salaries & Benefits	764,968	503,896.13	261,072	
10440140	42001	SAL FT	295,686	309,884.36	-14,199	$ 18,864.00
		Total AA Salaries & Benefits	384,349	403,213.49	-18,864	
10440150	44603	ET CONFER	9,000	10,856.61	-1,857	$ 78.00
		Total AC Services & Maint	127,903	127,980.92	-78	
10440150	44812	ISC BLG CS	9,564	13,964.92	-4,401	$ 5,677.00
		Total AD Internal Serv/Maint	16,792	22,468.77	-5,677	
10440151	42001	SAL FT	1,456,969	1,304,975.74	151,993	$ (200,771.00)
		Total AA Salaries & Benefits	2,022,151	1,821,379.85	200,771	
10440152	44811	ISC BLG OH	7,254	10,246.38	-2,992	$ 663.00
		Total AD Internal Serv/Maint	35,000	35,662.85	-663	
10440153	42001	SAL FT	465,724	393,042.47	72,682	$ (123,367.00)
		Total AA Salaries & Benefits	656,358	532,991.45	123,367	
10440153	44811	ISC BLG OH	2,073	2,927.54	-855	$ 855.00
		Total AD Internal Serv/Maint	9,106	9,960.50	-855	
10550171	42001	SAL FT	442,241	479,777.87	-37,537	$ 46,694.00
		Total AA Salaries & Benefits	631,871	678,564.76	-46,694	
10550171	43802	IS FLT PAR	9,325	21,921.99	-12,597	$ 1,350.00
		Total AB Supplies & Materials	32,896	34,246.09	-1,350	
10550172	42001	SAL FT	578,691	465,549.54	113,141	$ (145,062.00)
		Total AA Salaries & Benefits	829,936	684,873.95	145,062	
10550173	43118	OSM OSFUEL	1,954,422	1,471,681.22	482,740	$ (828,515.00)
		Total AB Supplies & Materials	4,188,690	3,360,174.63	828,515	
10550173	44241	MR OS AULD	105,109	58,698.11	46,411	$ (112,807.00)
		Total AC Services & Maint	650,498	537,691.43	112,807	
10550175	43126	OSM OS CNG	87,536	213,814.79	-126,279	$ 87,836.00
		Total AB Supplies & Materials	213,651	301,487.12	-87,836	
10550175	44229	MR CONT OT	171,298	111,275.89	60,022	$ (54,902.00)
		Total AC Services & Maint	188,337	133,435.05	54,902	
10550210	44811	ISC BLG OH	17,618	24,884.07	-7,266	$ 10,891.00
		Total AD Internal Serv/Maint	63,616	74,507.44	-10,891	

10550221	42001	SAL FT	2,093,996	1,999,460.62	94,535	$	(225,784.00)
		Total AA Salaries & Benefits	3,116,869	2,891,085.48	225,784		
10550222	42001	SAL FT	1,265,396	1,142,367.28	123,029	$	(74,473.00)
		Total AA Salaries & Benefits	1,842,930	1,768,457.03	74,473		
10550223	43212	MS SIGNAPA	124,608	77,355.40	47,253	$	(78,200.00)
		Total AB Supplies & Materials	291,004	212,804.23	78,200		
10550223	44311	US ELEC SL	1,769,234	1,600,499.40	168,735	$	(415,389.00)
		Total AC Services & Maint	2,226,348	1,810,959.51	415,389		
10550225	42997	CS PR ACC	0	986.02	-986	$	986.00
		Total AA Salaries & Benefits	0	986.02	-986		
10550225	44821	ISC PRINT	0	4,227.65	-4,228	$	4,228.00
		Total AD Internal Serv/Maint	0	4,227.65	-4,228		
10660115	42110	OVT REG	13,263	208,138.37	-194,875	$	389,003.00
		Total AA Salaries & Benefits	4,429,306	4,818,308.95	-389,003		
10660115	43112	OSM FIRAMM	165,760	113,214.91	52,545	$	(99,132.00)
		Total AB Supplies & Materials	330,415	231,283.23	99,132		
10660115	44111	BS PRIS CR	300,000	257,907.88	42,092	$	(48,311.00)
		Total AC Services & Maint	585,267	535,422.10	49,845		
10660115	44812	ISC BLG CS	25,792	37,661.66	-11,870	$	17,417.00
		Total AD Internal Serv/Maint	222,591	240,007.80	-17,417		
10660139	42110	OVT REG	18,294	184,046.10	-165,752	$	145,047.00
		Total AA Salaries & Benefits	2,196,460	2,341,506.52	-145,047		
10660139	44599	RL OTHER	128,849	95,532.41	33,317	$	(78,072.00)
		Total AC Services & Maint	802,353	724,281.19	78,072		
10660139	44811	ISC BLG OH	22,799	32,202.91	-9,404	$	4,466.00
		Total AD Internal Serv/Maint	99,289	103,755.40	-4,466		
10660230	43801	IS FLT FUE	21,824	24,786.26	-2,962	$	3,582.00
		Total AB Supplies & Materials	38,615	42,197.19	-3,582		
10660310	42001	SAL FT	1,011,452	1,047,822.78	-36,371	$	53,703.00
		Total AA Salaries & Benefits	1,356,928	1,410,630.94	-53,703		
10660310	44107	BS DATAPR	75,000	24,250.00	50,750	$	(65,809.00)
		Total AC Services & Maint	301,009	235,200.28	65,809		
10660310	44813	ISC BLG RP	52,709	66,183.61	-13,475	$	16,763.00
		Total AD Internal Serv/Maint	92,626	109,388.77	-16,763		
10660310	45110	POE AutoVi	163,150	38,950.00	124,200	$	(127,883.00)
		Total AF Capital Equipment	180,867	52,984.24	127,883		
10660321	42001	SAL FT	2,303,279	2,087,976.38	215,303	$	(57,628.00)
		Total AA Salaries & Benefits	3,572,119	3,514,490.92	57,628		
10660322	42110	OVT REG	87,499	499,372.18	-411,873	$	449,577.00
		Total AA Salaries & Benefits	11,170,391	11,619,968.44	-449,577		
10660322	43801	IS FLT FUE	152,057	190,166.72	-38,110	$	14,488.00
		Total AB Supplies & Materials	327,831	342,319.19	-14,488		
10660322	44802	ISC FLTAR	173,767	111,624.90	62,142	$	(108,083.00)
		Total AD Internal Serv/Maint	663,177	555,094.30	108,083		
10660322	45309	TE PC	74,391	38,307.34	36,084	$	(94,438.00)
		Total AF Capital Equipment	722,792	628,353.73	94,438		
10664141	42001	SAL FT	157,147	201,026.41	-43,879	$	102,888.00
		Total AA Salaries & Benefits	207,674	310,562.47	-102,888		
10664142	42110	OVT REG	14,500	89,674.53	-75,175	$	86,476.00
		Total AA Salaries & Benefits	803,007	889,483.24	-86,476		
10664142	43011	GS REPORT	600	2,124.00	-1,524	$	708.00
		Total AB Supplies & Materials	26,980	27,688.41	-708		
10664143	42110	OVT REG	447,799	1,797,303.10	-1,349,504	$	369,417.00
		Total AA Salaries & Benefits	17,156,614	17,526,031.23	-369,417		
10664143	43802	IS FLT PAR	45,652	81,355.27	-35,703	$	10,135.00
		Total AB Supplies & Materials	251,932	262,066.65	-10,135		
10664143	44811	ISC BLG OH	125,396	177,116.00	-51,720	$	47,546.00
		Total AD Internal Serv/Maint	1,018,555	1,066,100.90	-47,546		
10664143	45005	SE FIR TRU	357,211	0.00	357,211	$	(488,153.00)
		Total AF Capital Equipment	986,968	498,814.52	488,153		
10664144	42003	SAL TEMP	0	12,918.75	-12,919	$	14,138.00
		Total AA Salaries & Benefits	145,058	159,195.98	-14,138		
10664144	45799	MS EQU OTH	79,500	0.00	79,500	$	(80,211.00)
		Total AF Capital Equipment	98,413	18,202.00	80,211		
10664240	42110	OVT REG	3,000	43,750.72	-40,751	$	59,466.00
		Total AA Salaries & Benefits	1,237,199	1,296,665.16	-59,466		
10664240	43801	IS FLT FUE	3,721	8,320.28	-4,599	$	3,454.00
		Total AB Supplies & Materials	10,181	13,634.34	-3,454		
10770126	42003	SAL TEMP	0	38,731.75	-38,732	$	42,853.00
		Total AA Salaries & Benefits	0	42,853.47	-42,853		
10770131	44303	US Tele Sp	400	486.06	-86	$	86.00
		Total AC Services & Maint	400	486.06	-86		
10770132	44210	MR BLG FAC	221,300	101,513.37	119,787	$	(120,651.00)
		Total AC Services & Maint	237,563	116,911.89	120,651		
10770271	44802	ISC FLTAR	268	927.62	-660	$	125.00
		Total AD Internal Serv/Maint	5,324	5,448.75	-125		
10770280	44812	ISC BLG CS	117,006	170,852.14	-53,846	$	44,558.00
		Total AD Internal Serv/Maint	151,370	195,928.25	-44,558		
10770281	44741	MS ORG CON	120,000	122,251.60	-2,252	$	1,736.00

		Total AC Services & Maint	136,993	138,729.25	-1,736	
10770326	44310	US BAS ELE	30,717	66,318.02	-35,601	$ 43,065.00
		Total AC Services & Maint	135,736	178,801.08	-43,065	
10770370	42997	CS PR ACC	0	7,591.42	-7,591	$ 20,267.00
		Total AA Salaries & Benefits	531,232	551,498.43	-20,267	
10770370	44813	ISC BLG RP	11,802	16,264.92	-4,463	$ 10,544.00
		Total AD Internal Serv/Maint	30,050	40,594.20	-10,544	
10770410	44229	MR CONT OT	41,513	5,603.50	35,910	$ (73,759.00)
		Total AC Services & Maint	510,847	437,087.97	73,759	
10770410	44813	ISC BLG RP	238,143	110,090.04	128,053	$ (140,682.00)
		Total AD Internal Serv/Maint	477,590	336,908.30	140,682	
10770410	45008	SE HEAVYD	270,116	174,968.22	95,148	$ (220,869.00)
		Total AF Capital Equipment	742,983	522,113.61	220,869	
10770421	42003	SAL TEMP	20,152	80,703.60	-60,552	$ 39,000.00
		Total AA Salaries & Benefits	686,513	725,512.70	-39,000	
10770421	44813	ISC BLG RP	194,060	94,819.60	99,240	$ (104,991.00)
		Total AD Internal Serv/Maint	282,878	177,886.93	104,991	
10770425	42210	MED INSUR	0	8,487.79	-8,488	$ 10,959.00
		Total AA Salaries & Benefits	195,117	206,075.75	-10,959	
10770430	42001	SAL FT	160,151	188,124.32	-27,973	$ 36,762.00
		Total AA Salaries & Benefits	207,997	244,758.57	-36,762	
10770430	44299	MR OTH MIS	43,150	0.00	43,150	$ (84,669.00)
		Total AC Services & Maint	689,075	604,405.75	84,669	
		Total 10 General Fund	**114,859,383**	**112,558,384.88**	**2,300,999**	$ -
15930194	48043	IT INSURA	0	336,887.00	-336,887	$ 336,887.00
15550172	42001	SAL FT	138,462	106,814.52	31,647	$ (42,331.00)
		Total AA Salaries & Benefits	202,894	160,563.35	42,331	
15661321	42001	SAL FT	516,873	483,692.35	33,181	$ (44,184.00)
		Total AA Salaries & Benefits	846,375	802,191.40	44,184	
15661321	43802	IS FLT PAR	1,914	2,437.68	-524	$ 204.00
		Total AB Supplies & Materials	5,343	5,547.06	-204	
15661139	42110	OVT REG	1,450	21,957.35	-20,507	$ 4,676.00
		Total AA Salaries & Benefits	264,274	268,949.88	-4,676	
15661313	42110	OVT REG	0	300,666.91	-300,667	$ 363,829.00
		Total AA Salaries & Benefits	1,909,568	2,273,397.06	-363,829	
15661313	43801	IS FLT FUE	477	7,010.63	-6,534	$ 4,399.00
		Total AB Supplies & Materials	4,540	8,939.42	-4,399	
15661322	43801	IS FLT FUE	98,617	81,709.78	16,907	$ (5,624.00)
		Total AB Supplies & Materials	257,963	215,452.58	42,511	
15661322	44802	ISC FLTAR	102,104	66,180.79	35,923	$ (49,950.00)
		Total AD Internal Serv/Maint	251,444	201,494.61	49,950	
15665143	42110	OVT REG	120,870	465,607.72	-344,738	$ 196,593.00
		Total AA Salaries & Benefits	4,255,038	4,451,630.68	-196,593	
15665143	43802	IS FLT PAR	269,500	148,715.90	120,784	$ (138,163.00)
		Total AB Supplies & Materials	391,438	253,275.22	138,163	
15665143	44802	ISC FLTAR	109,864	61,753.91	48,110	$ (87,109.00)
		Total AD Internal Serv/Maint	213,570	126,461.28	87,109	
15665143	45005	SE FIR TRU	1,263,384	781,654.94	481,729	$ (539,227.00)
		Total AF Capital Equipment	1,405,075	865,847.46	539,227	
		Total 15 Public Safety Sales Tax Fu	**19,008,681**	**17,427,036.58**	**1,581,644**	$ -
21930194	48050	IT CAP PRO	0	2,383,888.67	-2,383,889	$ 2,383,889.00
		Total AI Interfund Transfers	0	2,383,888.67	-2,383,889	
21240014	44712	MS RENTREH	12,781	12,050.00	731	$ (731.00)
		Total AC Services & Maint	12,781	12,050.00	731	
21240020	44712	MS RENTREH	83,217	65,000.00	18,217	$ (18,217.00)
		Total AC Services & Maint	83,217	65,000.00	18,217	
21240025	43199	OSM MISC	32,816	10,404.40	22,411	$ (22,411.00)
		Total AB Supplies & Materials	32,816	10,404.40	22,411	
21240026	42001	SAL FT	4,789	1,839.44	2,950	$ (2,950.00)
		Total AA Salaries & Benefits	4,789	1,839.44	2,950	
21240026	44712	MS RENTREH	331,170	70,000.00	261,170	$ (261,170.00)
		Total AC Services & Maint	331,170	70,000.00	261,170	
21240028	44710	MS OWNREHA	19,956	18,063.00	1,893	$ (1,893.00)
		Total AC Services & Maint	19,956	18,063.00	1,893	
21240029	44710	MS OWNREHA	90,461	1,691.00	88,770	$ (88,770.00)
		Total AC Services & Maint	90,461	1,691.00	88,770	
21240030	42001	SAL FT	30,000	0.00	30,000	$ (30,000.00)
		Total AA Salaries & Benefits	30,000	0.00	30,000	
21240030	44712	MS RENTREH	283,765	70,000.00	213,765	$ (273,765.00)
		Total AC Services & Maint	343,765	70,000.00	273,765	
21240032	44710	MS OWNREHA	96,817	95,631.78	1,185	$ (1,185.00)
		Total AC Services & Maint	96,817	95,631.78	1,185	
21240034	42001	SAL FT	24,000	0.00	24,000	$ (24,000.00)
		Total AA Salaries & Benefits	24,000	0.00	24,000	
21240034	44712	MS RENTREH	221,065	70,000.00	151,065	$ (211,065.00)
		Total AC Services & Maint	281,065	70,000.00	211,065	
21240155	42001	SAL FT	108,087	70,726.25	37,361	$ (36,728.00)
		Total AA Salaries & Benefits	144,995	108,267.03	36,728	

21240155	44003	PS CONS PL	5,461	0.00	5,461	$ (9,221.00)	
		Total AC Services & Maint	37,573	28,352.25	9,221		
21240156	42001	SAL FT	126,151	114,186.70	11,964	$ (28,225.00)	
		Total AA Salaries & Benefits	177,455	149,230.28	28,225		
21240156	44710	MS OWNREHA	375,490	278,784.55	96,705	$ (97,659.00)	
		Total AC Services & Maint	394,329	296,670.50	97,659		
21240158	44710	MS OWNREHA	60,000	1,000.00	59,000	$ (59,000.00)	
		Total AC Services & Maint	60,000	1,000.00	59,000		
21240157	44303	US Tele Sp	180	200.77	-21	$ 21.00	
		Total AC Services & Maint	27,122	27,142.92	-21		
21240159	42001	SAL FT	29,000	0.00	29,000	$ (29,000.00)	
		Total AA Salaries & Benefits	29,000	0.00	29,000		
21240159	44712	MS RENTREH	398,510	67,000.00	331,510	$ (331,510.00)	
		Total AC Services & Maint	413,510	82,000.00	331,510		
21240303	42001	SAL FT	234,000	33,442.04	200,558	$ (200,558.00)	
		Total AA Salaries & Benefits	234,000	33,442.04	200,558		
21240303	44009	PS CONS OT	100,000	0.00	100,000	$ (100,000.00)	
		Total AC Services & Maint	100,000	0.00	100,000		
		Total 21 Community Development Fund	**6,250,288**	**4,467,586.96**	1,782,701	$ 555,852.00	MVE CDBG DR TO CAP FUND
22930194	48050	IT CAP PRO	0	2,990,821.74	-2,990,822	$ 3,007,364.00	
		Total AI Interfund Transfers	0	3,007,364.10	-3,007,364		
22330303	45799	MS EQU OTH	4,500,000	3,066,336.65	1,433,663	$ (1,049,969.00)	
		Total AF Capital Equipment	**4,500,000**	**3,066,336.65**	1,433,663		
22550070	45007	Equip/Bus	1,957,395	0.00	1,957,395	$ (1,957,395.00)	
		Total AF Capital Equipment	1,957,395	0.00	1,957,395		
		Total 22 Special Revenue Fund	**16,195,097**	**12,615,309.33**	3,579,788	$ -	
23730241	44741	MS ORG CON	1,000,000	1,333,324.00	-333,324	$ 333,324.00	
		Total AC Services & Maint	1,000,000	1,333,324.00	-333,324		
23330243	44774	MS HFH	2,246,641	3,239,468.00	-992,827	$ 992,827.00	
		Total 243 Convention and Tourism	2,246,641	3,239,468.00	-992,827		
		Total 23 Room Tax Fund	**4,081,422**	**5,376,071.26**	-1,294,649	$ 1,326,151.00	True up for the NAC and
24770035	42002	SAL PT	0	29,227.29	-29,227	$ 66,031.00	NCVB allocations from the
		Total AA Salaries & Benefits	0	66,030.58	-66,031		Room Tax Fund FYE 26 revenues
24770035	43131	YFACConc	101,900	87,980.32	13,920	$ (13,920.00)	
		Total AB Supplies & Materials	101,900	87,980.32	13,920		
24770035	44750	MS BNK SVC	0	5,008.88	-5,009	$ 1,092.00	
		Total AC Services & Maint	8,000	9,092.28	-1,092		
24770412	42110	OVT REG	5,000	17,328.73	-12,329	$ 3,297.00	
		Total AA Salaries & Benefits	447,490	450,786.59	-3,297		
24770412	43209	MS JANITOR	7,500	91.21	7,409	$ (7,062.00)	
		Total AB Supplies & Materials	39,250	32,188.01	7,062		
24770412	44229	MR CONT OT	180,560	166,810.78	13,749	$ (6,761.00)	
		Total AC Services & Maint	744,542	737,781.31	6,761		
24770412	44811	ISC BLG OH	4,145	0.00	4,145	$ (4,145.00)	
		Total AD Internal Serv/Maint	13,428	9,283.04	4,145		
24770413	42997	CS Pay Acc	0	4,114.47	-4,114	$ 4,114.00	
		Total AA Salaries & Benefits	158,735	162,848.83	-4,114		
24770414	42002	SAL PT	218,916	208,436.76	10,479	$ (8,471.00)	
		Total AA Salaries & Benefits	246,571	238,099.65	8,471		
		Total 24 YFAC Special Revenue Fund	**1,759,916**	**1,794,090.61**	-34,175	$ 34,175.00	Higher than anticipated Salaries
25660138	44750	MS BNK SVC	0	1,119.74	-1,120	$ 1,120.00	
		Total AC Services & Maint	0	1,119.74	-1,120		
25660235	45002	SE PD CARS	582,979	557,329.32	25,650	$ (1,120.00)	
		Total AF Capital Equipment	728,329	693,481.55	34,847		
		Total 25 Seizures and Restitutions	**758,329**	**724,601.29**	33,728	$ -	
		Total 26 CLEET Training Fund	**35,030**	**17,285.41**	17,745	$ -	
27930194	48050	IT CAP PRO	0	52,848.00	-52,848	$ 52,848.00	
		Total AI Interfund Transfers	0	52,848.00	-52,848		
27550276	44821	ISC PRINT	632	553.85	78	$ (27.00)	
		Total AD Internal Serv/Maint	9,522	9,549.38	-27		
27550277	42001	SAL FT	210,753	250,510.35	-39,757	$ 27,433.00	
		Total AA Salaries & Benefits	309,244	336,677.33	-27,433		
27550277	43802	IS FLT PAR	200,000	289,700.02	-89,700	$ 101,032.00	
		Total AB Supplies & Materials	311,154	412,185.84	-101,032		
27550277	44766	MiscSvsOp	5,660,070	4,897,769.47	762,301	$ (232,574.00)	
		Total AC Services & Maint	5,758,190	4,981,558.89	776,631		
27550277	44803	ISC FLTSR	20,000	78,109.37	-58,109	$ 51,288.00	
		Total AD Internal Serv/Maint	51,745	103,032.78	-51,288		
		Total 27 Public Transportation & Pa	**8,573,736**	**6,962,001.10**	1,611,735	$ -	
		Total 28 Art in Public Places Fund	**16,000**	**3,623.00**	12,377		
29770035	42997	CS Pay Acc	0	1,806.54	-1,807	$ 801.00	
		Total AA Salaries & Benefits	121,153	121,953.78	-801		
29770035	43133	GolfConcss	85,184	51,268.68	33,915	$ (12,703.00)	
		Total AB Supplies & Materials	201,371	188,667.28	12,703		
29770035	44140	BS GEN ADV	2,500	480.00	2,020	$ (2,627.00)	
		Total AC Services & Maint	18,000	15,372.99	2,627		
29770035	45302	TE PERS CP	2,250	94.49	2,156	$ (2,156.00)	
		Total AF Capital Equipment	2,250	94.49	2,156		
29970133	42002	SAL PT	50,133	24,712.13	25,421	$ (506.00)	

		Total AA Salaries & Benefits	694,096	693,590.24	506		
29970133	44299	MR OTH MIS	42,000	20,854.64	21,145	$	(1,677.00)
		Total AC Services & Maint	165,533	163,856.05	1,677		
29970133	44813	ISC BLG RP	30,458	27,887.53	2,570	$	(2,570.00)
		Total AD Internal Serv/Maint	32,371	29,800.57	2,570		
29970231	42003	SAL TEMP	23,466	12,948.50	10,518	$	(3,477.00)
		Total AA Salaries & Benefits	631,766	628,289.40	3,477		
29970231	43199	OSM MISC	13,100	1,371.42	11,729	$	(6,865.00)
		Total AB Supplies & Materials	141,035	134,169.53	6,865		
29970231	44341	US WATER	45,000	62,984.87	-17,985	$	18,542.00
		Total AC Services & Maint	95,245	113,787.23	-18,542		
29970231	44811	ISC BLG OH	6,218	8,782.61	-2,565	$	4,835.00
		Total AD Internal Serv/Maint	41,910	46,744.89	-4,835		
29970332	42003	SAL TEMP	45,000	61,342.82	-16,343	$	14,341.00
		Total AA Salaries & Benefits	305,240	319,580.79	-14,341		
29970332	43129	OSM MERSUP	177,361	168,140.34	9,221	$	(2,963.00)
		Total AB Supplies & Materials	187,253	184,290.16	2,963		
29970332	44811	ISC BLG OH	2,073	2,927.54	-855	$	851.00
		Total AD Internal Serv/Maint	5,068	5,918.93	-851		
29970332	45302	TE PERS CP	5,091	188.98	4,902	$	(3,826.00)
		Total AF Capital Equipment	5,091	188.98	4,902		
		Total 29 Westwood Park Fund	**3,062,570**	**3,048,185.86**	14,384	$	-
31930199	42996	CS COMP AB	0	-575,098.73	575,099	$	(575,099.00)
		Total AA Salaries & Benefits	0	-575,098.73	575,099		
31950510	42041	SAL TERM	0	7,137.48	-7,137	$	2,615.00
		Total AA Salaries & Benefits	49,966	52,581.09	-2,615		
31955122	42997	CS Pay Acc	0	7,164.03	-7,164	$	7,164.00
		Total AA Salaries & Benefits	0	7,164.03	-7,164		
31955136	42001	SAL FT	139,320	143,692.68	-4,373	$	4,560.00
		Total AA Salaries & Benefits	210,553	215,112.66	-4,560		
31955136	44020	PS TESTING	101,025	59,657.61	41,368	$	(58,501.00)
		Total AC Services & Maint	145,136	82,214.16	62,922		
31955233	42997	CS PR ACC	0	520.71	-521	$	286.00
		Total AA Salaries & Benefits	113,730	114,015.72	-286		
31955234	43108	OSM OPCHEM	1,372,548	1,235,149.08	137,399	$	(173,351.00)
		Total AB Supplies & Materials	3,453,704	3,280,353.19	173,351		
31955234	44803	ISC FLTSR	3,000	6,760.47	-3,760	$	2,788.00
		Total AD Internal Serv/Maint	21,842	24,630.04	-2,788		
31955251	42001	SAL FT	2,076,192	1,903,134.41	173,058	$	(202,434.00)
		Total AA Salaries & Benefits	2,956,985	2,754,551.45	202,434		
31955251	44904	CAC DATAPR	258,716	450,695.00	-191,979	$	99,369.00
		Total AE Cost Allocation Chgs	1,107,719	1,207,088.00	-99,369		
31955330	42210	MED INSUR	80,557	89,160.61	-8,604	$	15,861.00
		Total AA Salaries & Benefits	872,257	888,118.30	-15,861		
31955330	44904	CAC DATAPR	51,723	90,104.00	-38,381	$	19,862.00
		Total AE Cost Allocation Chgs	221,458	241,320.00	-19,862		
31955330	48010	IT GEN FUN	1,565,797	2,108,841.96	-543,045	$	759,892.00
		Total AI Interfund Transfers	1,565,797	2,325,688.96	-759,892		
31955331	44811	ISC BLG OH	17,618	24,884.07	-7,266	$	6,802.00
		Total AD Internal Serv/Maint	65,124	71,926.61	-6,802		
31955331	44904	CAC DATAPR	165,615	288,510.00	-122,895	$	42,647.00
		Total AE Cost Allocation Chgs	897,677	940,324.00	-42,647		
31955335	42001	SAL FT	158,739	184,705.71	-25,967	$	34,834.00
		Total AA Salaries & Benefits	233,488	268,321.98	-34,834		
31955335	44310	US BAS ELE	521,641	539,674.38	-18,033	$	4.00
		Total AC Services & Maint	708,485	708,488.13	-4		
31955350	42997	CS PR ACC	0	1,316.11	-1,316	$	398.00
		Total AA Salaries & Benefits	228,663	229,061.25	-398		
31955350	44811	ISC BLG OH	4,145	5,855.09	-1,710	$	387.00
		Total AD Internal Serv/Maint	10,743	11,130.20	-387		
31955350	44904	CAC DATAPR	31,034	54,062.00	-23,028	$	11,916.00
		Total AE Cost Allocation Chgs	132,875	144,791.00	-11,916		
		Total 31 Water Fund	**87,238,585**	**32,981,055.83**	54,257,529	$	-
32930149	48043	IT INSURA	0	158,763.00	-158,763	$	158,763.00
		Total AI Interfund Transfers	0	158,763.00	-158,763		
32930194	48010	IT GEN FUN	579,819	607,299.00	-27,480	$	27,480.00
		Total AI Interfund Transfers	654,819	682,299.00	-27,480		
32950510	42041	SAL TERM	0	7,137.48	-7,137	$	2,615.00
		Total AA Salaries & Benefits	49,966	52,581.09	-2,615		
32955145	43801	IS FLT FUE	12,986	39,704.61	-26,719	$	5,260.00
		Total AB Supplies & Materials	380,942	386,201.80	-5,260		
32955145	44121	BS RESI RE	395,303	152,936.36	242,367	$	(245,550.00)
		Total AC Services & Maint	437,244	191,693.59	245,550		
32955244	44811	ISC BLG OH	0	2,025.88	-2,026	$	2,020.00
		Total AD Internal Serv/Maint	1,402	3,421.95	-2,020		
32955246	42041	SAL TERM	0	48,277.09	-48,277	$	53,183.00
		Total AA Salaries & Benefits	943,730	996,913.24	-53,183		
32955246	43801	IS FLT FUE	14,066	21,516.06	-7,450	$	2,149.00
		Total AB Supplies & Materials	224,875	227,023.60	-2,149		

32955246	44310	US BAS ELE	593,332	641,151.54	-47,820	$	38,224.00
		Total AC Services & Maint	709,515	747,739.35	-38,224		
32955246	44811	ISC BLG OH	15,184	24,321.96	-9,138	$	9,138.00
		Total AD Internal Serv/Maint	53,329	62,467.44	-9,138		
32955341	42041	SAL TERM	0	87,615.59	-87,616	$	64,167.00
		Total AA Salaries & Benefits	544,949	609,116.48	-64,167		
32955341	44901	CAC MGMT	516,093	332,349.00	183,744	$	(144,821.00)
		Total AE Cost Allocation Chgs	707,386	476,148.00	231,238		
32955343	44811	ISC BLG OH	2,531	4,391.31	-1,860	$	1,001.00
		Total AD Internal Serv/Maint	9,345	10,345.57	-1,001		
32955343	44901	CAC MGMT	0	27,162.00	-27,162	$	26,371.00
		Total AE Cost Allocation Chgs	6,068	32,439.00	-26,371		
		Total 32 Wastewater Fund	**47,198,258**	**23,817,204.68**	23,381,053	$	-
33930194	48043	IT INSURA	0	228,463.00	-228,463	$	228,463.00
		Total AI Interfund Transfers	0	228,463.00	-228,463		
33930199	42996	CS COMP AB	0	-490,182.37	490,182	$	(490,182.00)
		Total AA Salaries & Benefits	0	-490,182.37	490,182		
33950172	42001	SAL FT	79,444	45,099.11	34,345	$	(21,966.00)
		Total AA Salaries & Benefits	115,822	56,525.57	59,296		
33955160	42001	SAL FT	299,099	305,992.87	-6,894	$	18,853.00
		Total AA Salaries & Benefits	429,189	448,042.34	-18,853		
33955160	44199	BS OTH BS	19,818	47,900.21	-28,082	$	2,820.00
		Total AC Services & Maint	101,044	103,864.39	-2,820		
33955160	44813	ISC BLG RP	9,168	20,919.38	-11,751	$	12,105.00
		Total AD Internal Serv/Maint	24,892	36,997.19	-12,105		
33955160	44904	CAC DATAPR	22,970	40,016.00	-17,046	$	13,582.00
		Total AE Cost Allocation Chgs	88,069	101,651.00	-13,582		
33955161	42110	OVT REG	104,500	259,579.44	-155,079	$	297,226.00
		Total AA Salaries & Benefits	1,200,246	1,497,472.14	-297,226		
33955161	43802	IS FLT PAR	219,716	282,510.58	-62,795	$	67,473.00
		Total AB Supplies & Materials	299,766	367,238.93	-67,473		
33955161	44803	ISC FLTSR	45,000	81,770.17	-36,770	$	9,014.00
		Total AD Internal Serv/Maint	315,056	324,070.51	-9,014		
33955161	44904	CAC DATAPR	113,234	197,258.00	-84,024	$	24,953.00
		Total AE Cost Allocation Chgs	811,318	836,271.00	-24,953		
33955162	42110	OVT REG	66,000	270,233.97	-204,234	$	273,943.00
		Total AA Salaries & Benefits	1,115,455	1,389,398.11	-273,943		
33955162	44802	ISC FLTAR	151,293	101,235.99	50,057	$	(67,373.00)
		Total AD Internal Serv/Maint	237,192	169,819.00	67,373		
33955162	44904	CAC DATAPR	91,779	159,883.00	-68,104	$	54,221.00
		Total AE Cost Allocation Chgs	351,893	406,114.00	-54,221		
33955163	42110	OVT REG	71,500	256,612.47	-185,112	$	279,617.00
		Total AA Salaries & Benefits	876,845	1,156,462.11	-279,617		
33955163	43802	IS FLT PAR	177,435	121,306.66	56,128	$	(66,582.00)
		Total AB Supplies & Materials	459,925	393,343.44	66,582		
33955163	44331	US REF TIP	3,103,555	2,106,037.89	997,517	$	(755,834.00)
		Total AC Services & Maint	3,175,819	2,419,985.09	755,834		
33955163	44803	ISC FLTSR	45,000	109,276.49	-64,276	$	30,233.00
		Total AD Internal Serv/Maint	204,664	234,896.53	-30,233		
33955163	44904	CAC DATAPR	45,889	79,940.00	-34,051	$	27,099.00
		Total AE Cost Allocation Chgs	175,946	203,045.00	-27,099		
33955165	42110	OVT REG	24,200	99,236.88	-75,037	$	101,399.00
		Total AA Salaries & Benefits	318,716	420,115.49	-101,399		
33955165	44343	US TRASH	7,062	9,030.30	-1,968	$	1,003.00
		Total AC Services & Maint	8,176	9,179.45	-1,003		
33955165	44803	ISC FLTSR	15,000	18,451.78	-3,452	$	4,850.00
		Total AD Internal Serv/Maint	35,404	40,254.09	-4,850		
33955165	44904	CAC DATAPR	22,970	40,016.00	-17,046	$	13,582.00
		Total AE Cost Allocation Chgs	88,069	101,651.00	-13,582		
33955166	44199	BS OTH BS	522,670	261,931.88	260,738	$	(251,315.00)
		Total AC Services & Maint	522,820	271,505.38	251,315		
33955166	44802	ISC FLTAR	24,377	36,211.28	-11,834	$	9,369.00
		Total AD Internal Serv/Maint	53,738	63,107.64	-9,369		
33955166	44904	CAC DATAPR	15,246	26,560.00	-11,314	$	8,999.00
		Total AE Cost Allocation Chgs	58,455	67,454.00	-8,999		
33955168	42110	OVT REG	50,000	124,675.60	-74,676	$	44,439.00
		Total AA Salaries & Benefits	1,001,691	1,046,130.46	-44,439		
33955168	43801	IS FLT FUE	36,338	52,970.26	-16,632	$	11,910.00
		Total AB Supplies & Materials	99,424	111,333.95	-11,910		
33955168	44811	ISC BLG OH	25,905	36,594.15	-10,689	$	4,234.00
		Total AD Internal Serv/Maint	126,778	131,011.96	-4,234		
33955168	44904	CAC DATAPR	192,745	335,771.00	-143,026	$	113,865.00
		Total AE Cost Allocation Chgs	739,052	852,917.00	-113,865		
		Total 33 Sanitation Fund	**22,563,100**	**17,963,419.02**	4,599,681	$	-
43122351	44718	MS SPEC CL	50,000	0.00	50,000	$	(16,508.00)
		Total AC Services & Maint	584,410	567,901.83	16,508		
43330102	42131	ORD SETTLE	360,000	199,009.78	160,990	$	(196,394.00)
		Total AA Salaries & Benefits	481,000	284,605.76	196,394		
43330102	44021	PS WC AUDI	14,000	187,055.56	-173,056	$	20,249.00

		Total AC Services & Maint	1,594,609	1,614,857.35	-20,249		
43330103	42132	UNEMPL	21,700	38,773.40	-17,073	$ 17,073.00	
		Total AA Salaries & Benefits	21,700	38,773.40	-17,073		
43330103	44099	PS OTH PRO	500	0.00	500	$ (500.00)	
		Total AC Services & Maint	500	0.00	500		
43330104	42001	SAL FT	216,214	219,887.76	-3,674	$ 3,140.00	
		Total AA Salaries & Benefits	295,178	298,317.88	-3,140		
43330104	44403	SI LIABPR	868,000	766,216.00	101,784	$ (132,132.00)	
		Total AC Services & Maint	966,318	834,186.39	132,132		
43330105	42001	SAL FT	88,645	69,917.40	18,728	$ (18,674.00)	
		Total AA Salaries & Benefits	112,738	94,064.34	18,674		
43330105	44420	SI HEA CLM	18,399,171	18,861,387.84	-462,217	$ 1,840,746.00	
		Total AC Services & Maint	20,402,677	22,243,423.34	-1,840,746		
43330199	42996	CS COMP AB	0	-44,862.29	44,862	$ (44,862.00)	
		Total 199 Audit Accruals	0	-44,862.29	44,862		
		Total 43 Risk Management Fund	**24,462,345**	**25,934,482.58**	-1,472,138	$ 1,472,138.00	Health Claim Payments
50930149	47203	DS ISSUANC	0	203,040.00	-203,040	$ 203,040.00	
		Total AH Debt Service	0	203,040.00	-203,040		
50930194	48060	IT DEBT SV	0	1,053,784.75	-1,053,785	$ 2,411,540.00	
		Total AI Interfund Transfers	6,423,200	8,834,740.17	-2,411,540		
50550411	42001	SAL FT	929,610	897,052.20	32,558	$ (41,178.00)	
		Total AA Salaries & Benefits	1,210,388	1,169,210.37	41,178		
50590051	46301	CP MATERI	75,000	0.00	75,000	$ (100,000.00)	
		Total AG Capital Projects	100,000	0.00	100,000		
		Total 50 Capital Projects Fund	**93,933,961**	**33,153,216.36**	60,780,744	$ 2,473,402.00	Interfund Transfer to General,
51930149	47202	DS CHG RV	7,500	8,188.72	-689	$ 687.00	PSST, and Debt Service Funds
		Total AH Debt Service	9,648,688	9,649,374.72	-687		
		Total 51 Norman Forward Sales Tax F	**18,549,418**	**14,248,632.01**	4,300,786	$ 687.00	Trustee Fee
		Total 52 Park Land Fund	**608,645**	**3,700.00**	604,945	$ -	
		Total 57 Northpark TIF Fund	**3,022,187**	**240,809.19**	2,781,378	$ -	
		Total 58 Center City TIF Fund	**324,866**	**206,065.54**	118,800	$ -	
60930149	47101	DS INT GO	3,062,232	3,027,468.79	34,763	$ (37,113.00)	
		Total AH Debt Service	16,272,232	16,235,118.79	37,113		
60930149	48043	IT INSURA	0	339,497.00	-339,497	$ 339,497.00	
		Total AI Interfund Transfers	500,000	839,497.04	-339,497		
		Total 60 General L-T Debt Fund	**16,772,232**	**17,074,615.83**	-302,384	$ 302,384.00	True up of interest & principal payments from judgments awarded against the city

Resolution

R-2627-58

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN MUNICIPAL AUTHORITY APPROPRIATING $555,852 FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUND BALANCE, $1,326,151 FROM THE ROOM TAX FUND BALANCE, $34,175 FROM THE YOUNG FAMILY ATHLETIC CENTER FUND BALANCE, $1,472,138 FROM THE RISK MANAGEMENT FUND BALANCE, $2,573,402 FROM THE CAPITAL FUND BALANCE, $687 FROM THE NORMAN FORWARD FUND BALANCE, AND $302,384 FROM THE DEBT SERVICE FUND BALANCE, TO CLOSE OUT YEAR END ACCOUNTING ENTRIES FOR FYE 2026.

§ 1. WHEREAS, at the end of FYE 2026 fiscal year several accounts exceeded their budgetary balances and by law the City cannot overdraw expenditure accounts beyond budgetary balances; and

§ 2. WHEREAS, $555,852 needs to be appropriated from the CDBG Fund to cover the Capital Fund for CDBG-DR costs covered ahead of grant funding; and

§ 3. WHEREAS, $1,326,151 needs to be appropriated from the Room Tax Fund to cover payment of reserves to the Norman Arts Council (NAC) and Norman Convention and Visitors Bureau (NCVB); and

§ 4. WHEREAS, $34,175 needs to be appropriated from the YFAC Fund to cover higher than anticipated salary and bank service charges; and

§ 5. WHEREAS, $1,472,138 needs to be appropriated from the Risk Management Fund to cover higher than anticipated health claim payments; and

§ 6. WHEREAS, $2,573,402 needs to be appropriated from the Capital Fund to cover transfers to the General Fund and the Public Safety Sales Tax Fund for capital outlay, and to the Debit Service Fund to transfer bond proceeds; and

§ 7. WHEREAS, $687 needs to be appropriated from the Norman Forward Fund to cover additional debt service fees; and

§ 8. WHEREAS, $302,384 needs to be appropriated from the Debt Service Fund to cover higher than anticipated principal interest payments on judgements awarded against the City.

R-2627-58

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

§ 9. That the following appropriation be made for reasons as stated above:

Account Name	Losing Acct.	Gaining Account(s)	Amount
CDBG Fund to Capital Fund	21-29000	22930194-48050	$555,852
Room Tax Fund to NAC Fund and NCVB Fund	23-29000	23730241-44741 23330243-44774	$333,324 $992,827
YFAC Fund to Salaries Part Time Fund	24-29000	24770035-42002	$34,175
Risk Management Fund to Insurance Health Claim Payments	43-29000	43330105-44420	$1,472,138
Capital Fund to Interfund Transfer Debit Svc. Account and Debit Service Issuance GO Bond	50-29000	50930194-48060 50930149-47203	$2,511,540 $61,862
Norman Forward Fund to Debt Service Charges	51-29000	51930149-47202	$687
Debt Service Fund to Interfund Transfer Risk Management Fund	60-29000	60930149-48043	$302,384

PASSED AND ADOPTED this 10th day of November 2026.

_____
Mayor/Chairman, Stephen T. Holman

ATTEST:

_____
City Clerk/Secretary

File Attachments for Item:

24. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-63: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GIVING THE SECRETARY OF THE CLEVELAND COUNTY ELECTION BOARD NOTICE OF 2027 MUNICIPAL AND MUNICIPAL RUNOFF ELECTIONS.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 11/10/2026

REQUESTER: Jamie Meyer, City Clerk

PRESENTER: Jamie Meyer, City Clerk

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-63: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GIVING THE SECRETARY OF THE CLEVELAND COUNTY ELECTION BOARD NOTICE OF 2027 MUNICIPAL AND MUNICIPAL RUNOFF ELECTIONS.

Resolution

R-2627-63

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GIVING THE SECRETARY OF THE CLEVELAND COUNTY ELECTION BOARD NOTICE OF 2027 MUNICIPAL AND MUNICIPAL RUNOFF ELECTIONS.

§ 1. WHEREAS, Title 26 of the Oklahoma Statutes, §13-102, requires Notice of Election be filed with the Secretary of the Cleveland County Election Board by Resolution of the City Council no fewer than fifteen (15) days before the filing period begins; and

§ 2. WHEREAS, Article II, Section 5, of the Charter of the City of Norman requires that City Council adopt a resolution each year to designate a date for a non-partisan Municipal Election for the election of officers, such election will be held on Tuesday, February 9, 2027; and

§ 3. WHEREAS, a filing period shall be opened by the Cleveland County Election Board beginning at 8:00 a.m. on Monday, December 7, 2026, and ending at 5:00 p.m. on Wednesday, December 9, 2026; and

§ 4. WHEREAS, Article II, Section 6, of the Charter of the City of Norman requires that City Council adopt a resolution each year to designate a date for a non-partisan Municipal Runoff Election for the election of officers, such election will be held on April 6, 2027, subject to the provisions for the ipso facto election of an officer in the Municipal Election found in Article II, Section 17; and

§ 5. WHEREAS, said elections aforementioned in Sections 2 and 4 shall be held to elect the Councilmembers filling Ward position numbers one (1), three (3), five (5) and seven (7), for terms of two (2) years; and

§ 6. WHEREAS, each candidate must be a registered voter of the City of Norman for six (6) months prior to the date of the Municipal election and in the case of Ward City Councilmembers, a candidate must reside in the ward from which they seek election on the date of filing.

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

§ 7. That notice be given of the 2027 Municipal and Municipal Runoff Elections by transmittal of this Resolution to the Secretary of the Cleveland County Election Board.

PASSED AND ADOPTED this 10th day of November, 2026.

ATTEST: _____ Mayor

_____
City Clerk

File Attachments for Item:

25. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-65: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING AN APPROPRIATION OF FUNDS IN THE AMOUNT OF $55,461.40 FROM RISK MANAGEMENT MISCELLANEOUS REIMBURSEMENTS/REFUNDS ACCOUNT TO REPAIR AND REPLACE TRAFFIC SIGNAL EQUIPMENT OR TRAFFIC SIGNS DAMAGED IN TRAFFIC COLLISIONS.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: November 10, 2026

REQUESTER: Katherine Coffin

PRESENTER: Awet Frezgi, Traffic Engineer

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-65: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING AN APPROPRIATION OF FUNDS IN THE AMOUNT OF $55,461.40 FROM RISK MANAGEMENT MISCELLANEOUS REIMBURSEMENTS/REFUNDS ACCOUNT TO REPAIR AND REPLACE TRAFFIC SIGNAL EQUIPMENT OR TRAFFIC SIGNS DAMAGED IN TRAFFIC COLLISIONS.

BACKGROUND:

The City's Traffic Control Division maintains more than 170 traffic and pedestrian signals citywide using $105,291 in the Division's operating budget (approximately $620 per signalized intersection per year). These funds are used for the purchase of replacement traffic signal system components needed for the safe and efficient operation of our traffic signals. In addition, the Division also maintains approximately 30,000 traffic control signs throughout the City of Norman using $44,480 in the Division's operating budget (approximately $1.49 per sign per year). These funds are used for the purchase of the replacement sign components needed for the safe and efficient navigation of our roadways.

On August 24, 2025, a traffic collision occurred at the intersection of Tecumseh Road and 24th Avenue NW causing damage to a pedestrian traffic pole installation. The driver responsible was identified for collection purposes. City forces repaired the damage at the location totaling $18,277.59. On September 28, 2026, a $18,277.59 check was collected from the responsible party. The check was deposited into the Refunds/Reimbursements Risk Management account.

On November 27, 2025, a traffic collision occurred on 36th Avenue NE and Robinson Street causing damage to a STOP sign installation. The driver responsible was identified for collection purposes. City forces repaired the damage at this location. On September 28, 2026, a $338.03

check was collected from the insurance company of the party responsible. The check was deposited into the Refunds/Reimbursements Risk Management account.

On April 9, 2026, a traffic collision occurred on the east side of 2900 Oak Tree Avenue causing damage to a NO PARKING ANY TIME sign installation. The driver responsible was identified for collection purposes. City forces repaired the damage at this location. On September 28, 2026, a $220.92 check was collected from the insurance company of the party responsible. The check was deposited into the Refunds/Reimbursements Risk Management account.

On May 8, 2026, a traffic collision occurred in the southwest corner of Classen Boulevard and Cedar Lane Road causing damage to a traffic signal pole. The driver responsible was identified for collection purposes. Contractor repaired the damage at this location. On October 16, 2026, a $32,250.68 check was collected from the Cleveland County representative of the party responsible. The check was deposited into the Refunds/Reimbursements Risk Management account.

On June 28, 2026, a traffic collision occurred at the southwest corner of State Highway 9 and 12th Avenue SE causing damage to a traffic signal pedestrian pole installation. The driver responsible was identified for collection purposes. City forces repaired the damage at the location totaling $5,033.48. On September 28, 2026, a reduced amount of $4,374.18 check was collected from the insurance company of the party responsible. The check was deposited into the Refunds/Reimbursements Risk Management account.

DISCUSSION:

The continuing number of traffic collisions involving damage to traffic control equipment depletes the City's inventory of spare units. Replacement units are necessary to address future emergency situations. The Division does not have adequate funding in its operating budget to purchase replacements units and needs to access the funds collected from the insurance companies to do so. Funds collected to date from the previously described incidents total $54,902.45 for damages to traffic signal/streetlight equipment and $558.95 for damages to traffic signs.

RECOMMENDATION:

Staff recommends the approval of Resolution R-2627-65 for the appropriation of $54,902.45 From Refunds/Reimbursements Risk Management (Account No. 439-365264) to Traffic Signal Parts (Account No. 10550223-43212). In addition, staff recommend the appropriation of $558.95 from Refunds/Reimbursements Risk Management (Account No. 439-365264) to Traffic & Street Signs (Account No. 10550223-43213).

Resolution

R-2627-65

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, REQUESTING AN APPROPRIATION OF FUNDS IN THE AMOUNT OF $55,461.40 FROM RISK MANAGEMENT MISCELLANEOUS REIMBURSEMENTS/REFUNDS ACCOUNT TO REPAIR AND REPLACE TRAFFIC SIGNAL EQUIPMENT OR TRAFFIC SIGNS DAMAGED IN TRAFFIC COLLISIONS.

§ 1. WHEREAS, the City of Norman's Traffic Control Division maintains more than 170 traffic and pedestrian signals and approximately 30,000 traffic control signs throughout the City, utilizing its operating budget to purchase replacement components necessary for the safe and efficient operation of the City's traffic control infrastructure; and

§ 2. WHEREAS, multiple traffic collisions have resulted in damage to traffic signal poles, pedestrian signal installations, and traffic signs, requiring repairs by City forces and contractors and depleting the Division's inventory of spare equipment needed to address future emergencies; and

§ 3. WHEREAS, the City has collected a total of $55,461.40 in reimbursements from responsible parties and their insurance providers for damages to traffic signal, streetlight, and traffic sign equipment, with such funds deposited into the Refunds/Reimbursements Risk Management account; and

§ 4. WHEREAS, the Traffic Control Division's existing operating budget is insufficient to replenish its inventory of replacement equipment, and an appropriation of the collected reimbursements is necessary to ensure adequate supplies are available to maintain the safe and efficient operation of the City's traffic control infrastructure.

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

§ 5. THAT the following appropriation be made for reasons as stated above:

Account Name	Losing Account	Gaining Account	Amount
Refunds/Reimbursements Risk Management	Org 439, Object 365264		
Traffic Signal Parts		Org 10550223, Object 43212	$54,902.45
Traffic and Street Signs		Org 10550223, Object 43213	$558.95

PASSED AND APPROVED this 10th day of November 2026.

_____
Mayor, Stephen T. Holman

ATTEST:

_____
City Clerk

File Attachments for Item:

26. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-66: A RESOLUTION FIXING THE AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2027A TO MATURE EACH YEAR; FIXING THE TIME AND PLACE THE BONDS ARE TO BE SOLD; DESIGNATING A PAYING AGENT/REGISTRAR AND DISCLOSURE COUNSEL; APPROVING THE PRELIMINARY OFFICAL STATEMENT AND DISTRIBUTION THEREOF; AND AUTHORIZING THE CLERK TO GIVE NOTICE OF SAID SALE AS REQUIRED BY LAW AND FIXING OTHER DETAILS OF THE ISSUE.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 11/10/2026

REQUESTER: Clint Mercer, Director of Finance

PRESENTER: Clint Mercer, Director of Finance

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-66: A RESOLUTION FIXING THE AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2027A TO MATURE EACH YEAR; FIXING THE TIME AND PLACE THE BONDS ARE TO BE SOLD; DESIGNATING A PAYING AGENT/REGISTRAR AND DISCLOSURE COUNSEL; APPROVING THE PRELIMINARY OFFICAL STATEMENT AND DISTRIBUTION THEREOF; AND AUTHORIZING THE CLERK TO GIVE NOTICE OF SAID SALE AS REQUIRED BY LAW AND FIXING OTHER DETAILS OF THE ISSUE.

BACKGROUND:

On April 7, 2026, the voters of Norman authorized the issuance of up to $8,000,000 in General Obligation bonds (GO Bonds) for “the purpose of acquiring, constructing, reconstructing, expanding, repairing, which may also including improving, renovating, acquiring and equipping a homeless shelter community facility, to be owned exclusively by the said City, to be completed with or without the use of other funds.” The authorized bonds will be sold in this one issue.

Pursuant to the Oklahoma Bond Proceeds Act, the sale of General Obligation Bonds must be done competitively, using a set process that begins with an open solicitation for bidders through a Notice of Sale of the bonds and an award of the bid to the qualified bidder (firm) who proposes to purchase the bonds at the lowest True Interest Cost to the City (issuer).

DISCUSSION:

In order to keep the design and construction schedules desired for the shelter project and to complete the sale of the General Obligation Bonds authorized by the voters in a timely manner, an aggressive schedule for the competitive placement of the bonds needs to be followed. The attached Resolution R-2627-66 would set a sale date of December 8, 2026 for the competitive sale of the GO Bonds to an underwriter, as directed by Oklahoma statutes. The Resolution would also reaffirm the appointments of BancFirst of Oklahoma as Registrar/Paying Agent; Municipal Finance Services as Financial Advisors for the bond issuances; Public Finance Law

Group and Floyd Law Firm as Bond Counsel for the transactions; and Kutak Rock Law Firm as special Disclosure Council for the City's bond issuance.

Subsequent to a successful competitive sale of the bonds, the Council will consider Ordinances approving the indebtedness, approving the underwriter and the interest rate of the bonds on December 8, 2026.

RECOMMENDATION:

Staff recommends that Resolution R-2627-66 be approved.

RESOLUTION AUTHORIZING SALE OF 2027A BONDS

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA (THE "CITY") MET IN REGULAR SESSION IN THE COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING LOCATED AT 201 WEST GRAY, NORMAN, OKLAHOMA, 73069, IN SAID CITY ON THE 10TH DAY OF NOVEMBER, 2026, AT 6:30 O'CLOCK P.M.

PRESENT:

ABSENT:

Notice of the schedule of regular meetings of the governing body of The City of Norman, Oklahoma for the calendar year 2026 having been given in writing to the City Clerk of said City at 2:17 o'clock p.m. on the 10th day of October, 2025, and public notice of this meeting, setting forth the date, time, place and agenda was posted at ___ o'clock __.m. on the ___ day of November, 2026, by posting on the City's Internet website (www.normanok.gov) and by posting at the entry to the Municipal Building, 201 West Gray, Norman, Oklahoma, 73069, the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto). Further, as required by Section 311A(9)(a)(1) of Title 25 of the Oklahoma Statutes, the City made the notice of a public meeting available to the public in the principal office of the public body (201 West Gray, Norman, Oklahoma, 73069) during normal business hours at least twenty–four (24) hours prior to the meeting.

(OTHER PROCEEDINGS)

Thereupon, the Mayor introduced the proposed municipal resolution set forth hereinbelow, which was read by title by the Clerk or Deputy Clerk and upon motion by Councilmember _____ and seconded by Councilmember _____, said Resolution was adopted by the following vote:

AYE:

NAY:

The Resolution was thereupon signed by the Mayor or Mayor Pro Tem, attested by the City Clerk or Deputy Clerk, sealed with the seal of said municipality, and is as follows:

[Resolution No. R-2627-66 begins on following page]

R-2627-66

Resolution

A RESOLUTION FIXING THE AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2027A TO MATURE EACH YEAR; FIXING THE TIME AND PLACE THE BONDS ARE TO BE SOLD; DESIGNATING A PAYING AGENT/REGISTRAR AND DISCLOSURE COUNSEL; APPROVING THE PRELIMINARY OFFICIAL STATEMENT AND DISTRIBUTION THEREOF; AND AUTHORIZING THE CLERK TO GIVE NOTICE OF SAID SALE AS REQUIRED BY LAW AND FIXING OTHER DETAILS OF THE ISSUE.

WHEREAS, on the 7th day of April, 2026, pursuant to notice duly given, an election was held in The City of Norman, Oklahoma (the "City"), for the purpose of submitting to the registered qualified electors of such City as Proposition No. 5, the question of the issuance of the bonds of said municipality in the amount of $8,000,000 for the purpose of acquiring, constructing, reconstructing, expanding, repairing, which may also include improving, renovating, acquiring and equipping a homeless shelter community facility, to be owned exclusively by said City (referred to herein as the "Homeless Shelter Bonds"); and

WHEREAS, as shown by the Official Certificate of Votes by the County Election Board of Cleveland County, Oklahoma, at said election there were cast on Proposition No. 5 by the registered, qualified electors of said City 17,441 votes, of which 9,462 were in favor of and 7,979 were against the issuance of said Homeless Shelter Bonds; and

WHEREAS, a lawful majority of the registered qualified voters voting on Proposition No. 5 cast their ballots in favor of the issuance of said Homeless Shelter Bonds, as certified by the Cleveland County Election Board, and the issuance thereof has been duly authorized; and

WHEREAS, there is currently authorized, yet unissued, $8,000,000 of Homeless Shelter Bonds (Proposition No. 5); and

WHEREAS, the City Council of said City pursuant to Title 62, Oklahoma Statutes 2021, Sections 353 and 354, as amended, hereby deems it beneficial at the present time to sell and issue $8,000,000 of said Homeless Shelter Bonds, and to offer all of said bonds for sale as a single issue of general obligation bonds.

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

SECTION 1. That the $8,000,000 Homeless Shelter Bonds of said municipality voted on the 7th day of April, 2026, shall be sold at public sale in the aggregate amount of $8,000,000 and shall be called "General Obligation Bonds, Series 2027A".

SECTION 2. That the General Obligation Bonds, Series 2027A in the amount of $8,000,000 of The City of Norman, Oklahoma (referred to herein as the "Bonds"), shall be offered for sale and bids shall be received in the form of sealed bid, facsimile bid, electronic (Parity®) bid or similar secure electronic bid in the Council Chambers of the Municipal Building, 201 West Gray, Norman,

Oklahoma, 73069, on the 8th day of December, 2026 at 11:00 o'clock A.M., Central Time, and that said Bonds shall become due as follows:

> $420,000 on January 1, 2029, and $420,000 annually each year thereafter until paid, except the final maturity shall be in the amount of $440,000.

The City Council intends to convene on said date to consider the bids and take action to award the Bonds; the City Council is presently scheduled to convene at 6:30 o'clock, P.M. at said location and date to consider the bids and take action to award the Bonds; provided, however, the City Council reserves the right to change the location or time of the meeting in a manner consistent with the Oklahoma Open Meetings Act, and provided further, the City Council reserves the right to convene said meeting as a video and/or teleconference, as permitted under the Oklahoma Open Meetings Act. The City Council of the City hereby confirms and stipulates that bids for the General Obligation Bonds, Series 2027A shall be made by sealed or electronic bids, that the Bonds shall be sold to the bidder bidding the lowest interest cost, to be determined based on true interest cost as calculated from January 1, 2027, and that each bidder on the Bonds shall submit with its bid cash, cashier's check, surety bond or similar security undertaking as stipulated by the City, payable to the Treasurer of the City, equal to two percent (2%) of the par amount of the Bonds.

SECTION 3. That BOKF, NA, Oklahoma City, Oklahoma, is hereby designated as Paying Agent/Registrar for said Bonds and the Mayor or Mayor Pro Tem is authorized to execute an agreement for such services. That Kutak Rock LLP is hereby designated as Disclosure Counsel for said Bonds and the Mayor or Mayor Pro Tem is authorized to execute an agreement for such services.

SECTION 4. The form of Preliminary Official Statement outlining the terms, conditions and security for the Bonds is hereby adopted and approved, and the Mayor or Mayor Pro Tem is authorized to approve any corrections, additions or deletions thereto for and on behalf of the City. Thereupon, the Mayor or Mayor Pro Tem is authorized and directed to execute and deliver the Preliminary Official Statement for and on behalf of the City, and further, the Mayor or Mayor Pro Tem is authorized and directed to execute and deliver for and on behalf of the City a certificate deeming the Preliminary Official Statement to be "final" in accordance with the requirements of Rule 15c2-12 of the Securities and Exchange Commission promulgated pursuant to the Securities and Exchange Act of 1934. Distribution of the Preliminary Official Statement by the Financial Advisor in connection with the sale of the Bonds is hereby expressly authorized; and further, the Mayor or Mayor Pro Tem is authorized and directed to approve, execute and deliver a Final Official Statement or Official Statement for and on behalf of the City upon issuance of the Bonds.

SECTION 5. That the City Clerk is hereby ordered to cause notice of the sale of said Bonds to be given as required by state law.

SECTION 6. The Mayor, Mayor Pro Tem, City Manager, Treasurer, City Clerk, and Deputy City Clerk are hereby authorized and directed to execute, separately or jointly, and deliver such documents and take such other action as may be necessary or appropriate in order to effectuate the issuance, execution and delivery of the Bonds, including specifically, but not limited to, the Bond forms, tax or tax compliance documents, closing certificates, continuing disclosure or other

security or securities related documents or any other letter, representation or certification otherwise necessary and attendant to the issuance and delivery of the Bonds.

[Remainder of Page Left Blank Intentionally]

PASSED AND APPROVED THIS 10TH DAY OF NOVEMBER, 2026.

THE CITY OF NORMAN, OKLAHOMA

(SEAL)

_____
Mayor

ATTEST:

_____
City Clerk

STATE OF OKLAHOMA)
)SS
COUNTY OF CLEVELAND)

I, the undersigned, the duly qualified and acting Clerk of The City of Norman, Oklahoma, hereby certify that the foregoing is a true and complete copy of a Resolution calling for the sale of Bonds adopted by the governing body of said municipality and Transcript of Proceedings of said governing body at a regular meeting thereof duly held on the date therein set out, insofar as the same relates to the introduction, reading and adoption thereof as the same appears of record in my office.

I further certify that attached hereto is a true and complete copy of the Notice of the schedule of regular meetings of the governing body of The City of Norman, Oklahoma for the calendar year 2026 having been given in writing to the City Clerk of said City at 2:17 o'clock p.m. on the 10th day of October, 2025, and public notice of this meeting, setting forth the date, time, place and agenda was posted at ___ o'clock __.m. on the ___ day of November, by posting on the City's Internet website (www.normanok.gov) and by posting at the entry to the Municipal Building, 201 West Gray, Norman, Oklahoma, 73069, the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act. Further, as required by Section 311A(9)(a)(1) of Title 25 of the Oklahoma Statutes, the City made the notice of a public meeting available to the public in the principal office of the public body (201 West Gray, Norman, Oklahoma, 73069) during normal business hours at least twenty–four (24) hours prior to the meeting.

WITNESS my hand and seal this 10th day of November, 2026.

(SEAL)

_____
City Clerk

NOTICE OF SALE OF 2027A BONDS

In accordance with Title 62, Oklahoma Statutes 2021, Sections 353 and 354, as amended, notice is hereby given that The City of Norman, Oklahoma (the "City"), will receive bids by sealed bid, facsimile bid, electronic (Parity®) bid or similar secure electronic bid on the 12th day of May, 2026, at 11:00 A.M., Central Time, in the Council Chambers at the Municipal Building located at 201 West Gray, Norman, Oklahoma, 73069, for the sale of $8,000,000 General Obligation Bonds, Series 2027A dated January 1, 2027, of said City, which Bonds will mature as follows: $420,000 on January 1, 2029, and $420,000 annually each year thereafter until paid, except the final maturity shall be in the amount of $440,000. The City Council intends to convene on said date to consider the bids and take action to award the Bonds; the City Council is presently scheduled to convene at 6:30 o'clock, P.M. on December 8, 2026, in the Council Chambers at the Municipal Building located at 201 West Gray, Norman, Oklahoma, 73069, provided, however, the City Council reserves the right to change the location or time of the meeting in a manner consistent with the Oklahoma Open Meetings Act, and provided further, the City Council reserves the right to convene said meeting as a video and/or teleconference, as permitted under the Oklahoma Open Meetings Act.

Said Bonds shall be sold to the bidder bidding the lowest true interest cost the Bonds shall bear, and agreeing to pay par and accrued interest for the Bonds. The lowest true interest cost will be calculated by doubling the semi-annual interest rate necessary to discount the debt service on the Bonds to the price bid for the Bonds. The date from which the annual true interest rate will be calculated is January 1, 2029. Each bidder shall submit with the bid a sum in cash, cashier's check, surety bond or similar security undertaking as stipulated by the City, payable to the Treasurer of the City, equal to two (2%) percent of the par value of the Bonds, or $160,000.00. If a Financial Surety Bond is used, it must be from an insurance company licensed to issue such bond in the State of Oklahoma, and such bond must be submitted to the City or the Financial Advisor prior to the opening of the bids. The Financial Surety Bond must identify each bidder whose Deposit is guaranteed by such Financial Surety Bond. All bids must comply with the parameters set forth in the Notice of Sale and Instructions to Bidders, a copy of which may be obtained by contacting the City's Financial Advisor (Municipal Finance Services, Inc., c/o Jericah Dawson (405) 340-1727 or jericahdawson@mfsok.com). The City reserves the right to reject all bids.

WITNESS my official hand and the seal of said City this 10th day of November, 2026.

(SEAL)

_____

City Clerk

File Attachments for Item:

27. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-67: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, DECLARING THAT THE CITY COUNCIL, NORMAN MUNICIPAL AUTHORITY, NORMAN UTILITIES AUTHORITY, NORMAN TAX INCREMENT FINANCE AUTHORITY AND NORMAN PARKING AND TRANSIT AUTHORITY MEETING SCHEDULED FOR DECEMBER 22, 2026, SHALL BE CANCELLED.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 11/10/2026

REQUESTER: City Council

PRESENTER: Jamie Meyer, City Clerk

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-67: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, DECLARING THAT THE CITY COUNCIL, NORMAN MUNICIPAL AUTHORITY, NORMAN UTILITIES AUTHORITY, NORMAN TAX INCREMENT FINANCE AUTHORITY AND NORMAN PARKING AND TRANSIT AUTHORITY MEETING SCHEDULED FOR DECEMBER 22, 2026, SHALL BE CANCELLED.

Resolution

R-2627-67

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, DECLARING THAT THE CITY COUNCIL, NORMAN MUNICIPAL AUTHORITY, NORMAN UTILITIES AUTHORITY NORMAN TAX INCREMENT FINANCE AUTHORITY AND NORMAN PARKING AND TRANSIT AUTHORITY MEETING SCHEDULED FOR DECEMBER 22, 2026, SHALL BE CANCELLED.

§ 1. WHEREAS, Section 2-104 of the Code of the City of Norman, Oklahoma, states "The City Council shall meet in regular session the second and fourth Tuesday of each month at 6:30 p.m. unless otherwise announced or delegated by the Council"; and

§ 2. WHEREAS, the City Council is hereby cancelling the meeting scheduled for December 22, 2026; and

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

§ 3. That the regular City Council meeting of December 22, 2026, shall be cancelled.

PASSED AND ADOPTED this 10TH day of November 2026.

_____
Mayor

ATTEST:

_____
City Clerk

File Attachments for Item:

28. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2627-4: PRELIMINARY PLAT FOR 108TH AVENUE BUSINESS ADDITION (LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF STATE HIGHWAY 9 AND 108TH AVENUE S.E.) (WARD 5).

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 11/10/26

REQUESTER: Ken Danner, Subdivision Development Manager

David Riesland, Transportation Engineer

PRESENTER: Scott Sturtz, Director of Public Works

ITEM TITLE: CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2627-4: PRELIMINARY PLAT FOR 108TH AVENUE BUSINESS ADDITION (LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF STATE HIGHWAY 9 AND 108TH AVENUE S.E.) (WARD 5).

BACKGROUND:

This item is a preliminary plat for 108th Avenue Business Addition located at the southeast corner of the intersection of State Highway No. 9 and 108th Avenue S.E. This property consists of 4.5468 acres and one (1) lot. The proposal is a retail store.

City Council, at its meeting of November 12, 1985, adopted Ordinance No. O-8586-26 placing this property in the TC, Tourist Commercial District and removing it from A-2, Rural Agricultural District. Planning Commission, at its meeting of October 8, 2026, on a vote of 5-2, recommended to City Council approval of the preliminary plat for 108th Avenue Business Addition.

DISCUSSION:

The proposed 9,100 square-foot retail development is proposed for location on the east side of 108th Avenue S.E. and south of State Highway 9. The site will contain a single point of access onto 108th Avenue S.E. and is expected to generate 28 AM peak hour trips, 61 PM peak hour trips, and 579 trips on an average weekday. Obviously being below the threshold for when a traffic impact study is required (>100 peak hour trips is the threshold), a traffic impact memorandum was completed and submitted by Traffic Engineering Consultants, Inc. No traffic operational issues are anticipated due to the development.

STREET	NO. OF LANES	BACK-GROUND TRAFFIC (Veh/day)	PROJECTED TRAFFIC (Veh/day)	TOTAL PROJECTED TRAFFIC (Veh/day)	ROADWAY CAPACITY L.O.S. "E"	% CAPACITY USED (BACKGROUND)	% CAPACITY USED (PROJECTED)
108th Avenue SE	2	1,500 (Est.)	579	2,079	17,100	8.77	12.16
State Highway 9	5	18,000 (Est.)	500	18,500	36,000	50.00	51.39

The proposed development will access 108th Avenue S.E. by way of a single, full-access driveway. Because 108th Avenue S.E. is a collector roadway, it is exempt from the driveway spacing requirements in the City's Engineering Design Criteria (EDC). However, the corner clearance along 108th Avenue S.E. from the existing State Highway 9 intersection to the proposed driveway for the Dollar General is 193 feet versus and EDC requirement of 200 feet. The designer decided to shift the driveway south to comply with the 200-foot requirement rather than submit a Request for Variance. Capacity exceeds demand in this area. As such, no additional off-site improvements are anticipated. There are no applicable traffic impact fees to be collected in the area.

Public improvements for this property consist of the following:

1. **Permanent Markers**. Permanent markers will be installed prior to filing of the final plat.

2. **Sanitary Sewers**. A private sanitary sewer system will be installed in accordance with City and Oklahoma Department of Environmental Quality standards.

3. **Storm Sewers**. Storm water and appurtenant drainage structures will be installed in accordance with approved plans and City drainage standards. Runoff will be conveyed to privately maintained detention facilities located throughout the property.

4. **Streets**. State Highway 9 is existing. 108th Avenue S.E. is designated as a rural collector.

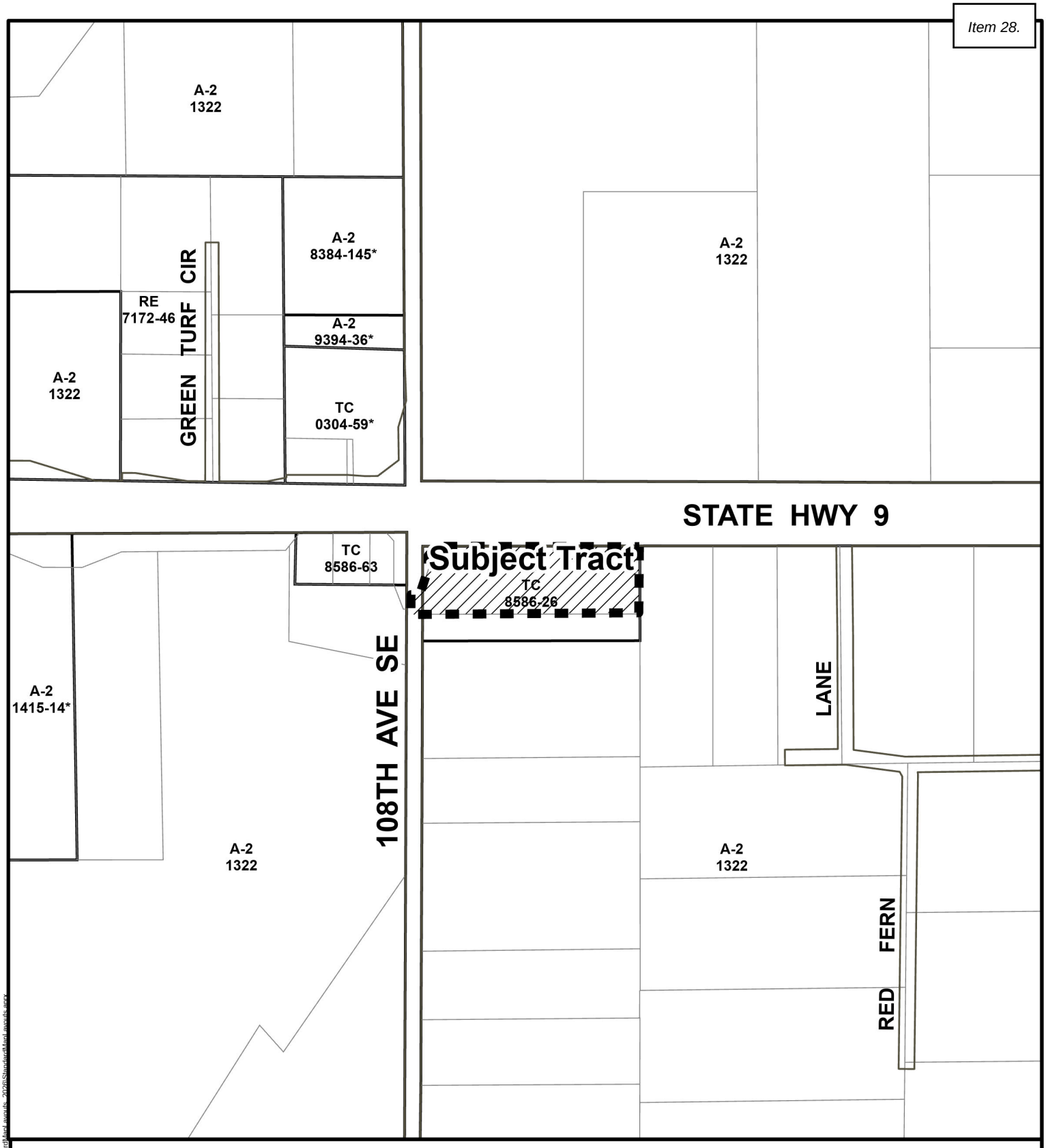
5. **Water Mains**. A water well will be installed in accordance with City and Oklahoma Department of Environmental Quality Standards.

6. **WQPZ**. This property contains the Water Quality Protection Zone. However, there are no proposed structures within the WQPZ. Covenants will be required for the maintenance and protection of the WQPZ with final platting. Additionally, NCC 30-411 states that septic systems must be a minimum of 200 feet away from the top of the bank of any stream or waterbody in the WQPZ. The proposed septic system is compliant with this requirement.

7. **Public Dedications.** All required easements and rights-of-way will be dedicated to the City on the final plat.

STAFF RECOMMENDATIONS:

Based on the above information, staff recommends approval of the preliminary plat PP-2627-4 for 108th Ave. Business Addition.



Location Map

Subject Tract

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.

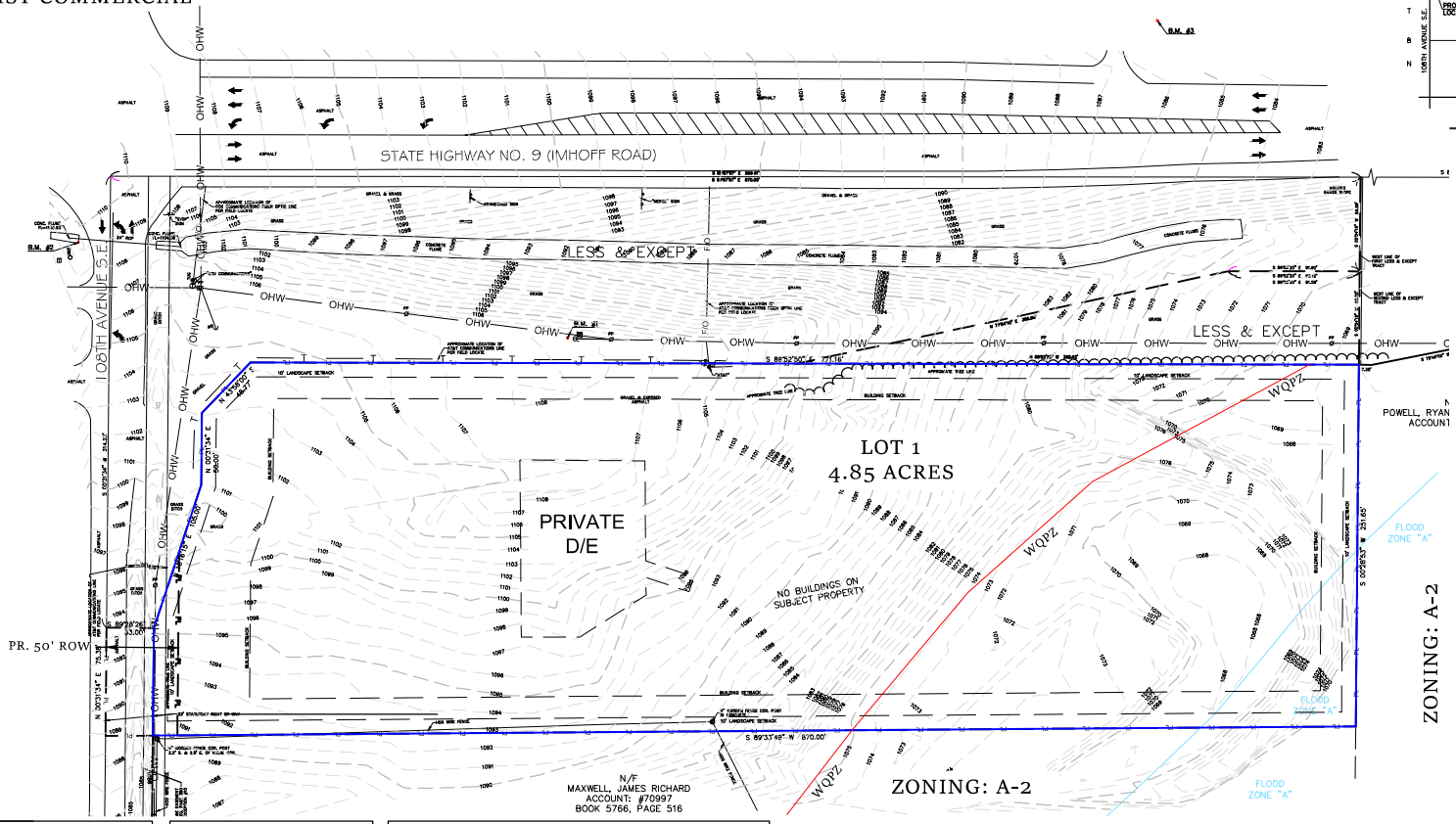
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August 5, 2026

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PRELIMINARY PLAT: 108TH AVE. BUSINESS ADDITION
ZONING: TOURIST COMMERCIAL
09/01/2026



FLATLAND CIVIL CONSULTING
200 36TH AVE NW
PO BOX 720072
NORMAN, OK
73070
P: 405-863-8984
OK CA # 9971
EXP: JUNE 30TH 2028

BM #1 (NAD 83 SPC 3502 OK S.)
1/2" I.P.
112.5' SOUTH & 318.0' EAST OF
N.W. COR. OF SEC. 11
ELEV=1108.37'

BM #2
CUT "X" – S.E. COR. OF CONC.
FLUME – 46.3' SOUTH & 22.8'
WEST OF N.W. COR. OF SEC. 11
ELEV=1109.55'

BM #3
CUT "X" – IN CENTER WEST END
OF CONC. FLUME – EAST FLUME
OF NORTH ADJOINER
ELEV=1080.91'

BM #4
CUT "X" – IN CONC. CULVERT
138.4' SOUTH & 21.2' WEST
OF S.W. PROPERTY COR.
ELEV=1082.67'

LEGAL DESCRIPTION

Part of the Northwest Quarter (NW/4) of Section Eleven (11), Township Eight (8) North, Range One (1) West of the Indian meridian, Cleveland County, Oklahoma, more particularly described as follows:

COMMENCING at the Northwest corner of the Northwest Quarter (NW/4) of said Section Eleven (11);

THENCE South 00°31'34" West, along the West line of the Northwest Quarter, a distance of 314.23 feet to the intersection of said Section line with the South right of way line of State Highway 9, said point also being the POINT OF BEGINNING;

THENCE South 89°28'26" East, along the South right of way of State Highway 9, a distance of 33.00 feet;

THENCE North 18°16'15" East, along the South right of way of State Highway 9, a distance of 105.00 feet;

THENCE North 00°31'34" East, along the South right of way of State Highway 9, a distance of 50.00 feet;

THENCE North 43°58'00" East, along the South right of way of State Highway 9, a distance of 48.77 feet;

THENCE South 89°52'50" East, along the South right of way of State Highway 9, a distance of 771.16 feet;

THENCE South 00°28'53" West a distance of 251.65 feet;

THENCE South 89°33'49" West a distance of 870.00 feet to a point the West line of the Northwest Quarter of Section 11;

THENCE North 00°31'34" East, along the West line of the Northwest Quarter of said Section 11 a distance of 75.38 feet to the POINT OF BEGINNING.

Said tract of land contains an area of 211,545 square feet or 4.8564 acres, more or less.

CONTACT

OWNER: JOHN TRAW
P.O. Box 546
NORMAN, OK 73070

CIVIL ENGINEER: FLATLAND CIVIL LLC
200 36TH AVE NW
P.O. BOX 720072
NORMAN OK, 73070
(405) 863-8984

SURVEYOR: MARK DEAL AND ASSOCIATES
P.O. BOX 6578
NORMAN, OK 73070
(405) 681-3325

STORMWATER DETENTION EASEMENT

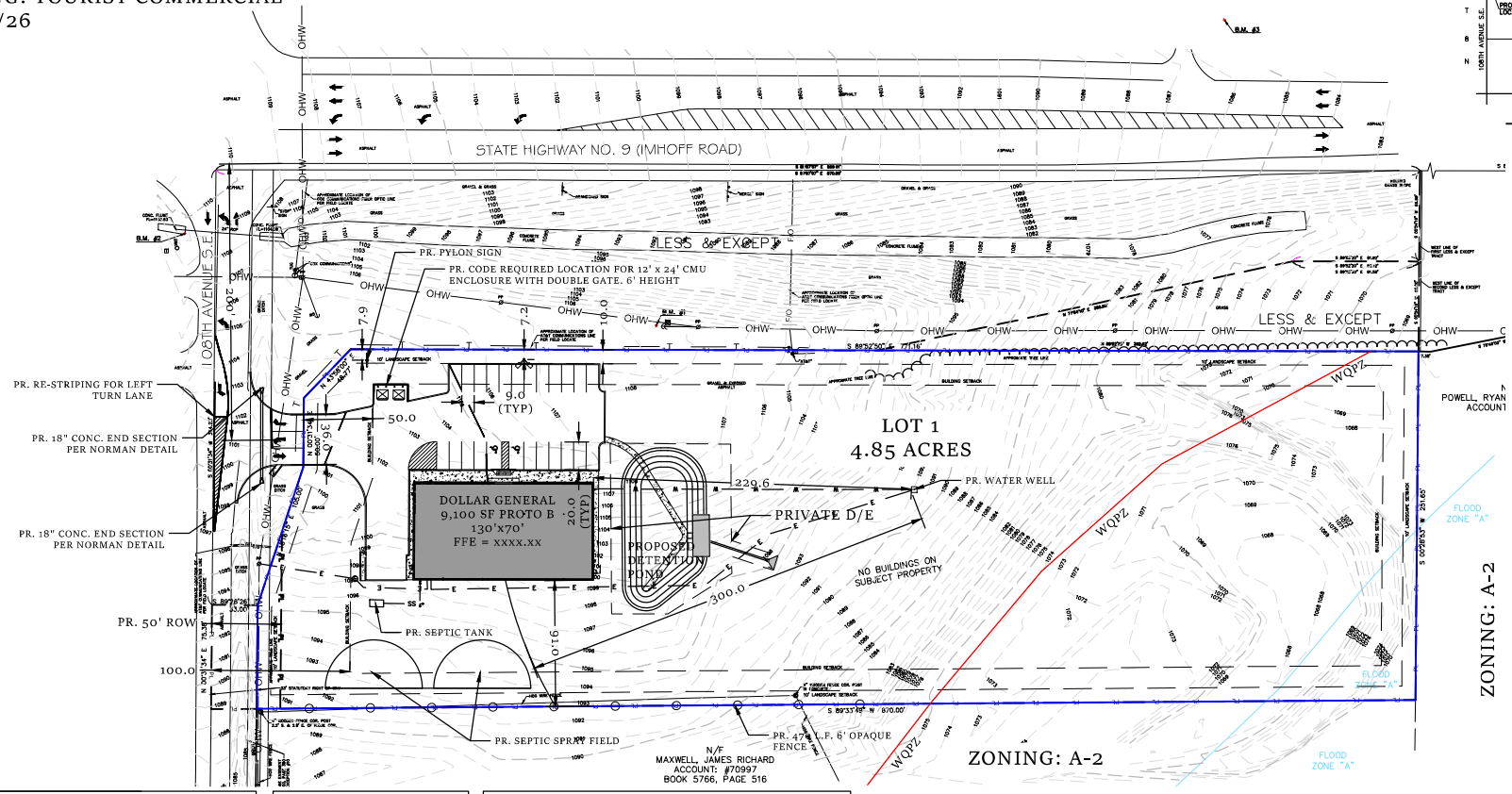
DRAINAGE DETENTION FACILITIES ARE HEREBY ESTABLISHED AS SHOWN TO PROVIDE FOR DETENTION OF STORM SURFACE WATER AND CONSTRUCTED AS APPROVED BY THE CITY ENGINEER, ALL MAINTENANCE WITHIN THE DRAINAGE DETENTION FACILITY SHALL BE THE RIGHT, DUTY, AND RESPONSIBILITY OF THE PROPERTY OWNERS IN THE PLAT OF 240310STH AVE SE, HOWEVER, IF MAINTENANCE IS NEGLECTED OR SUBJECT TO BE A HAZARD OR THREAT TO PUBLIC SAFETY BY THE CITY ENGINEER, CORRECTIVE MAINTENANCE MAY BE PERFORMED BY THE GOVERNING JURISDICTION WITH COST ASSESSED TO AND BORN UPON SAID PROPERTY OWNER(S). OFFICIALS REPRESENTING THE PUBLIC WORKS DEPARTMENT, SHALL HAVE THE RIGHT TO ENTER UPON THE EASEMENT FOR PURPOSES OF PERIODIC INSPECTION AND/OR CORRECTIVE MAINTENANCE OF THE FACILITY. UPON RECEIVING WRITTEN APPROVAL FROM THE PUBLIC WORKS DEPARTMENT, PROPERTY OWNER(S) MAY CONSTRUCT IMPROVEMENTS WITHIN THE EASEMENT, PROVIDED THE IMPROVEMENT DOES NOT INTERFERE WITH THE FUNCTION OF THE DETENTION FACILITY.

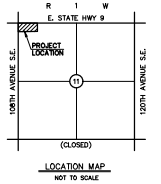
LEGEND

EX. CENTERLINE	PR. BLDG SETBACK
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EX. 5' CONTOUR	PR. 1' CONTOUR
EX. EASEMENT	PR. 5' CONTOUR
EX. ELECTRIC	PR. EASEMENT
EX. FENCE	PR. ELECTRIC
EX. FIBER	PR. FENCE
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EX. LOT	PR. GAS
EX. OVERHEAD WIRE	PR. LOT
EX. PROPERTY LINE	PR. OVERHEAD WIRE
EX. ROW	PR. ROW
EX. SECTION LINE	PR. SANITARY SEWER
EX. SANITARY SEWER	PR. STORM DRAIN
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EX. TELECOMMUNICATIONS	PR. WATER
EX. WATER	

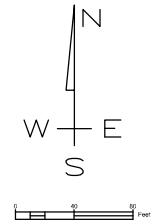
SANITARY SEWER MANHOLE	NATURAL GAS MANHOLE
SANITARY SEWER CLEANOUT	ELECTRIC MANHOLE/TRANSFORMER
STORM DRAIN MANHOLE	ELECTRIC METER
WATER METER	GAS METER
FIRE HYDRANT	TELECOMMUNICATIONS HANDHOLE
HOSE HYDRANT/FDC	

PRELIMINARY SITE PLAN: 108TH AVE. BUSINESS ADDITION
ZONING: TOURIST COMMERCIAL
09/01/26





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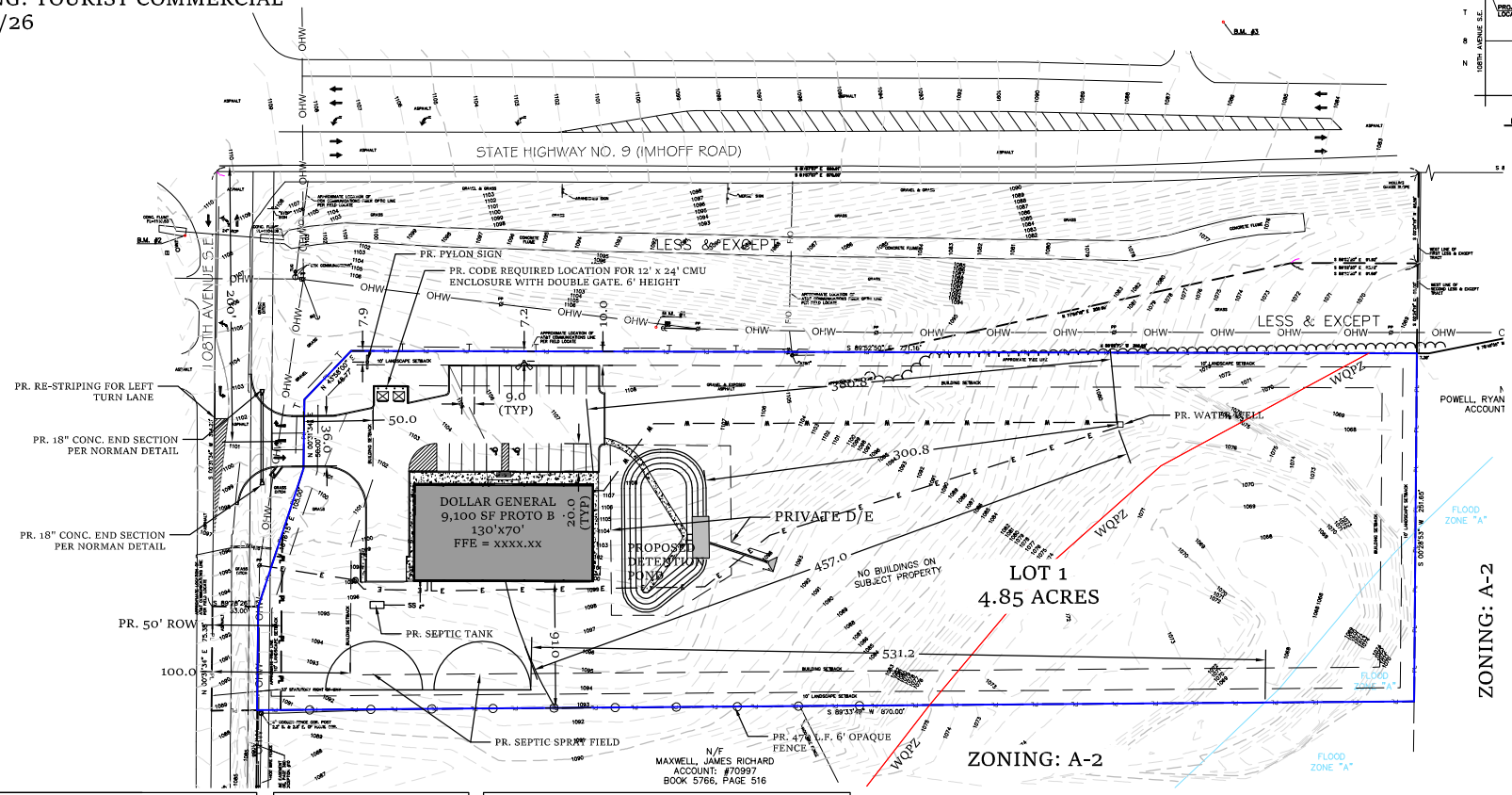
ALL MEASUREMENTS IN FEET UNLESS NOTED OTHERWISE

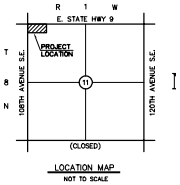
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EX. TELECOMMUNICATIONS	PR. WATER
EX. WATER	

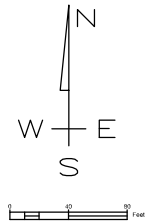
SANITARY SEWER MANHOLE	NATURAL GAS MANHOLE
SANITARY SEWER CLEANOUT	ELECTRIC MANHOLE/TRANSFORMER
STORM DRAIN MANHOLE	ELECTRIC METER
WATER METER	GAS METER
FIRE HYDRANT	TELECOMMUNICATIONS HANDHOLE
HOSE HYDRANT/FDC	

PRELIMINARY SITE PLAN: 108TH AVE. BUSINESS ADDITION
ZONING: TOURIST COMMERCIAL
09/29/26





FLATLAND CIVIL CONSULTING
200 36TH AVE NW
PO BOX 720072
NORMAN, OK
73070
P: 405-863-8984
OK CA # 9971
EXP: JUNE 30TH 2028



LEGAL DESCRIPTION

Part of the Northwest Quarter (NW/4) of Section Eleven (11), Township Eight (8) North, Range One (1) West of the Indian meridian, Cleveland County, Oklahoma, more particularly described as follows:

COMMENCING at the Northwest corner of the Northwest Quarter (NW/4) of said Section Eleven (11);

THENCE South 00°31'34" West, along the West line of the Northwest Quarter, a distance of 314.23 feet to the intersection of said Section line with the South right of way line of State Highway 9, said point also being the POINT OF BEGINNING;

THENCE South 89°28'26" East, along the South right of way of State Highway 9, a distance of 33.00 feet;

THENCE North 18°16'15" East, along the South right of way of State Highway 9, a distance of 105.00 feet;

THENCE North 00°31'34" East, along the South right of way of State Highway 9, a distance of 50.00 feet;

THENCE North 43°58'00" East, along the South right of way of State Highway 9, a distance of 48.77 feet;

THENCE South 89°52'50" East, along the South right of way of State Highway 9, a distance of 771.16 feet;

THENCE South 00°28'53" West a distance of 251.65 feet;

THENCE South 89°33'49" West a distance of 870.00 feet to a point the West line of the Northwest Quarter of Section 11;

THENCE North 00°31'34" East, along the West line of the Northwest Quarter of said Section 11 a distance of 75.38 feet to the POINT OF BEGINNING.

Said tract of land contains an area of 211,545 square feet or 4.8564 acres, more or less.

CONTACT

OWNER: JOHN TRAW
P.O. Box 546
NORMAN, OK 73070

CIVIL ENGINEER: FLATLAND CIVIL LLC
200 36TH AVE NW
P.O. BOX 720072
NORMAN OK, 73070
(405) 863-8984

SURVEYOR: MARK DEAL AND ASSOCIATES
P.O. BOX 6578
NORMAN, OK 73070
(405) 681-3325

STORMWATER DETENTION EASEMENT

DRAINAGE DETENTION FACILITIES ARE HEREBY ESTABLISHED AS SHOWN TO PROVIDE FOR DETENTION OF STORM SURFACE WATER AND CONSTRUCTED AS APPROVED BY THE CITY ENGINEER, ALL MAINTENANCE WITHIN THE DRAINAGE DETENTION FACILITY SHALL BE THE RIGHT, DUTY, AND RESPONSIBILITY OF THE PROPERTY OWNERS IN THE PLAT OF 2403108TH AVE SE, HOWEVER, IF MAINTENANCE IS NEGLECTED OR SUBJECT TO BE A HAZARD OR THREAT TO PUBLIC SAFETY BY THE CITY ENGINEER, CORRECTIVE MAINTENANCE MAY BE PERFORMED BY THE GOVERNING JURISDICTION WITH COST ASSESSED TO AND BORN UPON SAID PROPERTY OWNER(S). OFFICIALS REPRESENTING THE PUBLIC WORKS DEPARTMENT, SHALL HAVE THE RIGHT TO ENTER UPON THE EASEMENT FOR PURPOSES OF PERIODIC INSPECTION AND/OR CORRECTIVE MAINTENANCE OF THE FACILITY. UPON RECEIVING WRITTEN APPROVAL FROM THE PUBLIC WORKS DEPARTMENT, PROPERTY OWNER(S) MAY CONSTRUCT IMPROVEMENTS WITHIN THE EASEMENT, PROVIDED THE IMPROVEMENT DOES NOT INTERPERE WITH THE FUNCTION OF THE DETENTION FACILITY.

ALL MEASUREMENTS IN FEET UNLESS NOTED OTHERWISE

BM #1 (NAD 83 SPC 3502 OK S.)
1/2" I.P.
112.6' SOUTH & 318.0' EAST OF N.W. COR. OF SEC. 11
ELEV=1108.37'

BM #2
CUT "X" – S.E. COR. OF CONC. FLUME – 46.3' SOUTH & 22.8' WEST OF N.W. COR. OF SEC. 11
ELEV=1109.55'

BM #3
CUT "X" – IN CENTER WEST END OF CONC. FLUME – EAST FLUME OF NORTH ADJOINER
ELEV=1080.91'

BM #4
CUT "X" – IN CONC. CULVERT 138.4' SOUTH & 21.2' WEST OF S.W. PROPERTY COR.
ELEV=1082.67'

LEGEND

- EX. CENTERLINE
- EX. 1' CONTOUR
- EX. 5' CONTOUR
- EX. EASEMENT
- EX. ELECTRIC
- EX. FENCE
- EX. FIBER
- EX. GAS
- EX. LOT
- EX. OVERHEAD WIRE
- EX. PROPERTY LINE
- EX. ROW
- EX. SECTION LINE
- EX. SANITARY SEWER
- EX. STORM DRAIN
- EX. TELECOMMUNICATIONS
- EX. WATER
- PR. BLDG SETBACK
- PR. CENTERLINE
- PR. 1' CONTOUR
- PR. 5' CONTOUR
- PR. EASEMENT
- PR. ELECTRIC
- PR. FENCE
- PR. FIBER
- PR. GAS
- PR. LOT
- PR. OVERHEAD WIRE
- PR. ROW
- PR. SANITARY SEWER
- PR. STORM DRAIN
- PR. TELECOMMUNICATIONS
- PR. WATER
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT
- STORM DRAIN MANHOLE
- WATER METER
- FIRE HYDRANT
- HOSE HYDRANT/FDC
- NATURAL GAS MANHOLE
- ELECTRIC MANHOLE/TRANSFORMER
- ELECTRIC METER
- GAS METER
- TELECOMMUNICATIONS HANDHOLE

James Maxwell
2601 108th Ave SE
Norman. OK 73026
512-567-3965
jrmax80@gmail.com

FILED IN THE OFFICE
OF THE CITY CLERK
ON 09/08/26-RW

September 8th, 2026

Case Number: PD 26-21

To Whom It May Concern;

The reason for this protest is;

The proximity of aerobic waste water runoff /spray, (approximately 15 -20 feet from my property line) making portions of my property inaccessible and unuseable at times. I have used these areas of my property to provide cooking wood, harvesting seasonal nuts, and maintaining natural compost areas for my gardens. I regularly walk this area of my property and really don't want to risk having my neighbors waste water system go off while I'm walking around. This potentially exposes anyone on my property, in that area, to direct contact from back spray and mist.

Secondly, the placement of the aerobic wastewater system is within 65 feet of my water well, potentially making it in violation of the Department of Environmental Quality under OAC 252:642 (appendix E) and Oklahoma Water Resource Board OAC 785:35-7-1. This distance puts my household potentially at risk of downhill runoff waste water leaking into my well.

I also have a pond that I maintain within approximately 125 feet downhill from the proposed aerobic waste water location. Again potentially putting it in violation of the Oklahoma Water Resource Board.

This aerobic system is within approximately 300' of a creek that feeds into the Thunderbird watershed program (again putting it at jeopardy of being

in violation of the DEQ and OWRB). The aerobic system and additional runoff, due to the structure and parking lot of the potential building site, go into the bar ditch that fields this waste and pollution directly to the north creek of my property that feeds into Lake Thunderbird.

I am also concerned about the additional erosion to the bar ditch (east side of 108th Ave SE) from the additional water shed. This bar ditch has never been maintained by the city since I have owned the property. I have done my best to grade and smooth it out over the years. With additional watershed into this area I am worried about additional erosion affecting my North /South property and fence lines.

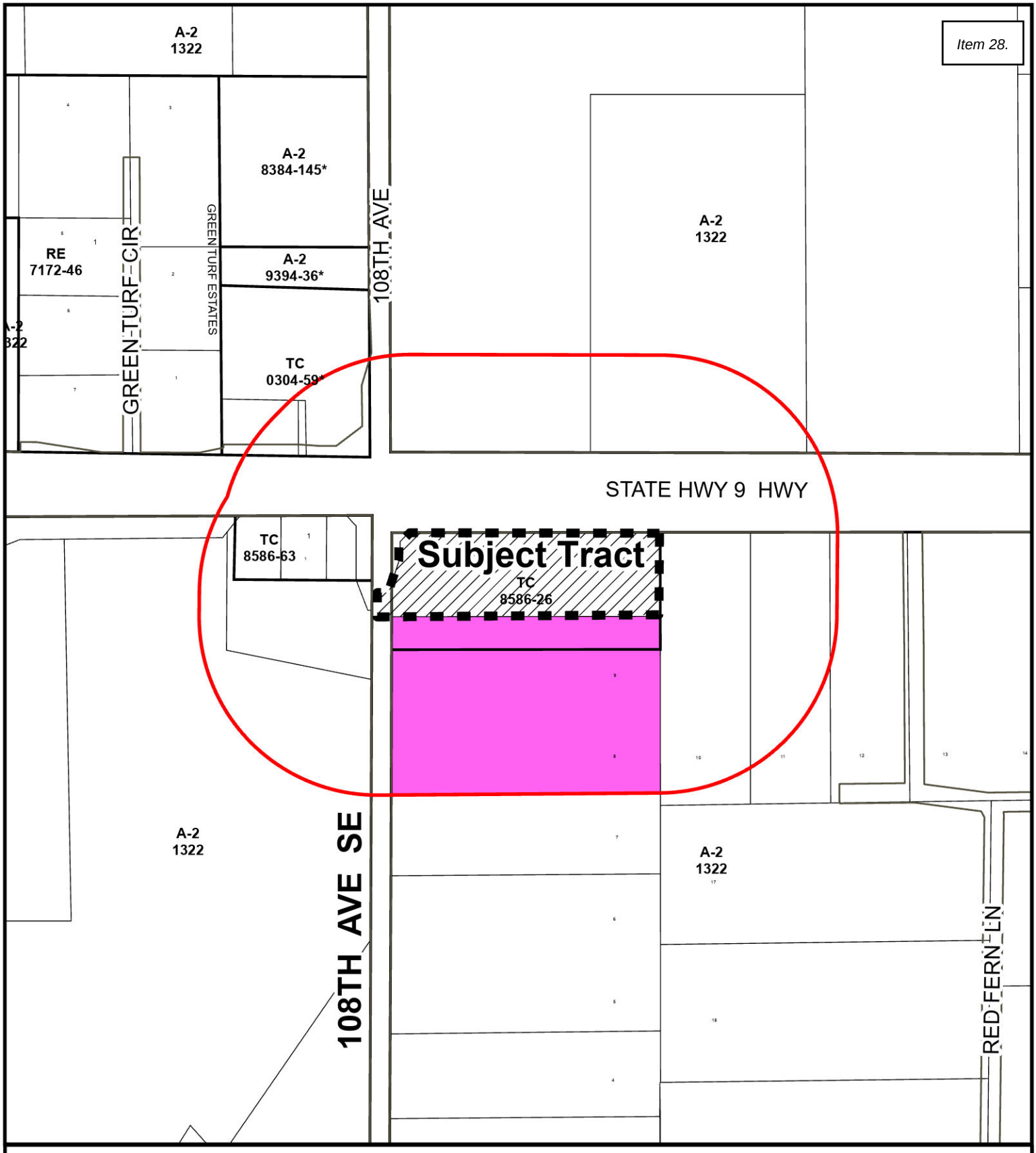
I am also concerned about the additional traffic that will be in this area. There is no right hand turn lane for eastbound traffic off of Highway 9 turning south to 108th Ave SE at a point where Highway 9 condenses down from two lanes of traffic to one.

Additionally the proposed left hand turn lane on 108th Ave SE is at a spot that narrows down for single lane traffic (the best I can tell from the preliminary site plan). Nor does this plan account for northbound traffic on 108th Ave SE turning eastbound into Lakemart Valero without turn lane access. The amount of congestion in this area, in the short 75-125 foot area is unsafe. Additionally this doesn't address concerns of blind spots that occur here due to both geography and signage from existing businesses and the potential new one that needs to be considered.

Thank you for your consideration in keeping my property and family safe, the citizens and travelers in this area safe, and the waterways on our creeks, streams, ponds, and lakes protected.



James Maxwell



Protest Map

27.7% 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.

N
W E
S

0 200 400 Feet

September 9, 2026

Subject Tract
Notification Area
Protest
Protest Outside Notification Ar

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/8/2026

REQUESTER: John Traw

PRESENTER: Ken Danner, Subdivision Development Manager

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2627-4: A PRELIMINARY PLAT FOR 108TH AVE. BUSINESS ADDITION. (2403 108th Ave SE; WARD 5) (This item was postponed from the September 10, 2026, Planning Commission meeting.)

LOCATION: Located at the southeast corner of the intersection of State Highway No. 9 and 108th Avenue S.E.

INFORMATION:

1. Owner. John Traw.
2. Developer. Dollar General.
3. Engineer. Flatland Civil, LLC.

HISTORY:

1. October 18, 1961. City Council adopted Ordinance No. 1314 annexing this property into the Corporate City Limits without zoning.
2. December 12, 1961. City Council adopted Ordinance No. 1322 placing this property in the A-2, Rural Agricultural District.
3. October 10, 1985. Planning Commission, on a vote of 6-0, recommended to City Council that this property be placed in the TC, Tourist Commercial District and removed from A-2, Rural Agricultural District.
4. October 10, 1985. Planning Commission, on a vote of 6-0, approved the preliminary plat for Russell Addition.

5. November 12, 1985. City Council adopted Ordinance No. O-8586-26 placing this property in the TC, Tourist Commercial District and removing it from A-2, Rural Agricultural District.

IMPROVEMENT PROGRAM:

1. Sanitary Sewers. A private sanitary sewer system will be installed in accordance with City and Oklahoma Department of Environmental Quality standards.

2. Storm Sewers. Storm water and appurtenant drainage structures will be installed in accordance with approved plans and City drainage standards. Runoff will be conveyed to privately maintained detention facilities located throughout the property.

3. Streets. State Highway No. 9 is existing. 108th Avenue S.E. is designated as a rural collector.

4. Water Main. A water well will be installed in accordance with City and Oklahoma Department of Environmental Quality Standards.

5. WQPZ. This property contains the Water Quality Protection Zone. However, there are no proposed structures within the WQPZ. Covenants will be required for the maintenance and protection of the WQPZ with final platting. Additionally, NCC 30-411 states that septic systems must be a minimum of 200 feet away from the top of the bank of any stream or waterbody in the WQPZ. The proposed septic system is compliant with this requirement.

PUBLIC DEDICATIONS:

1. Easements. All required easements will be dedicated to the City on the final plat.

2. Rights-of-Way. Street rights-of-way will be dedicated to the City on the final plat.

SUPPLEMENTAL MATERIAL: Copies of a location map, site plan and preliminary plat are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: This property consists of 4.5468 acres and one (1) lot. The intended use is a Dollar General store. There is no proposal for the use of the eastern portion of the property It will remain natural. Staff supports the preliminary plat for 108th Ave. Business Addition.

ACTION NEEDED: Recommend approval or disapproval of the preliminary plat for 108th Ave. Business Addition to City Council.

ACTION TAKEN: _____

Dollar General Preliminary Plat

4. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2627-4: A PRELIMINARY PLAT FOR 108TH AVE. BUSINESS ADDITION. (2403 108th Ave SE; WARD 5) (This item was postponed from the September 10, 2026, Planning Commission meeting.)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Location Map
3. Site Plan
4. Revised Site Plan
5. Preliminary Plat
6. Protest Map & Letters

Staff Presentation

Brandon Brooks, Development Engineer, presented the staff report for the Dollar General Preliminary Plat project.

Applicant Presentation

Derek Harris, the applicant's representative, and John Silver, the applicant's builder, presented the Dollar General project.

Commissioner Kindel asked about the distance between the proposed Dollar General and the existing location near Little Axe and Highway 9, as well as the demand for an additional store in the area. Mr. Harris stated he was unsure of the distance. Mr. Silver indicated he believed there was sufficient demand.

Commissioner McKown asked whether the proposed Dollar General would offer fresh produce. Mr. Silver clarified the proposed location would be a standard Dollar General rather than a market store.

Commissioner McDaniel expressed concerns about the wastewater spray drifting onto neighboring properties that was brought up at the last meeting and asked about mitigation measures. Mr. Silver explained the spray heads would be located 15 feet from the property line, directed inward, and operated between 1:00 a.m. and 6:00 a.m. in accordance with DEQ standards. He added a six-foot fence would be installed along the property line to further reduce potential impacts.

Public Comment

James Maxwell, 2601 108th Ave S.E., Norman, OK (Protest)

Commission Discussion

Commissioner Kindel asked whether the applicant had obtained information from DEQ regarding neighboring well locations. Mr. Harris provided the Commissioners with a map identifying existing locations.

Motion to approve made by Commissioner McDaniel, Seconded by Commissioner Griffith.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Commissioner McDaniel, Commissioner Griffith
Voting Nay: Secretary Parker, Commissioner Kindel

Planning Commission recommended approval of PP-2627-4.