



# CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069  
Tuesday, June 10, 2025 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, AND NORMAN TAX INCREMENT FINANCE AUTHORITY**

You are required to sign up in advance of the meeting on the City's webpage, by calling the City Clerk's Office (405-366-5406), or at the Council Chambers prior to the start of the meeting with your name, ward, and item you wish to speak to including whether you are a proponent or opponent. When the time comes for public comments, the Clerk will call your name and you can make your way to the podium. Comments may be limited on items of higher interest, if so, the Mayor will announce that at the beginning of the meeting. Participants may speak one time only up to 3 minutes per person per item. There will be no yielding of time to another person. Sign up does not guarantee you will get to speak if the allotted time for that item has already been exhausted. If there is time remaining after those registered to speak have spoken, persons not previously signed up may have the opportunity to speak. Comments received must be limited to the motion on the floor only.

### **CALL TO ORDER**

### **ROLL CALL**

### **PLEDGE OF ALLEGIANCE**

### **PROCLAMATIONS**

1. CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-37: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THURSDAY, JUNE 19, 2025, AS JUNETEENTH DAY IN THE CITY OF NORMAN.

2. CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-38: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING JUNE 16, 2025, THROUGH JUNE 22, 2025, AS POLLINATOR IN THE CITY OF NORMAN.
3. CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-39: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING JUNE 29 THROUGH JULY 5, AS 2025, AS NATURAL HISTORY WEEK IN THE CITY OF NORMAN.

## **COUNCIL ANNOUNCEMENTS**

### **CONSENT DOCKET**

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 4 through Item 18 be placed on the consent docket.

### **APPROVAL OF MINUTES**

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

CITY COUNCIL STUDY SESSION MEETING MINUTES OF NOVEMBER 26, 2024.

CITY COUNCIL CONFERENCE MEETING MINUTES OF DECEMBER 10, 2024.

CITY COUNCIL BUSINESS AND COMMUNITY AFFAIRS COMMITTEE MEETING MINUTES OF MARCH 6, 2025.

CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE MEETING MINUTES OF APRIL 24, 2025.

CITY COUNCIL FINANCE COMMITTEE MEETING MINUTES OF MAY 15, 2025.



## **First Reading Ordinance**

5. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-31 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 20 ("LICENSES AND OCCUPATIONS"), SECTION 20-1910 ("PREMISES MAINTAINED"), AND TO SECTIONS THROUGHOUT CHAPTER 30 ("SUBDIVISIONS") OF THE CODE, IN ORDER TO UPDATE DEFINITIONS, TO UPDATE AND ADD REFERENCES TO THE CITY'S COMPREHENSIVE PLAN, TO REQUIRE A 30-ACRE MINIMUM LOT SIZE FOR RURAL CERTIFICATES OF SURVEY WITH AN URBAN RESERVE LAND USE DESIGNATION, TO UPDATE LANGUAGE TO ENSURE COMPATABILITY WITH THE AIM NORMAN COMPREHENSIVE PLAN AND ITS VARIOUS INCLUDED MASTER PLANS, AND TO CLARIFY OR CORRECT LANGUAGE, INCLUDING FOR ERRORS; DECLARING AN EMERGENCY; AND PROVIDING FOR THE SEVERABILITY THEREOF.
6. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2425-32 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTIONS THROUGHOUT CHAPTER 36 ("ZONING") OF THE CODE, IN ORDER TO UPDATE DEFINITIONS, TO UPDATE AND ADD REFERENCES TO THE CITY'S COMPREHENSIVE PLAN, TO UPDATE LANGUAGE TO ENSURE COMPATABILITY WITH THE AIM NORMAN COMPREHENSIVE PLAN AND ITS VARIOUS INCLUDED MASTER PLANS, AND TO CLARIFY OR CORRECT LANGUAGE, INCLUDING FOR ERRORS; DECLARING AN EMERGENCY; AND PROVIDING FOR THE SEVERABILITY THEREOF.
7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT FOR ORDINANCE O-2425-37 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF CHAPTER 36 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS THIRTEEN (13) AND FOURTEEN (14), IN BLOCK FIFTEEN (15) OF THE T.R. WAGGONER'S FIRST ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCFBC, CENTER CITY FORM-BASED CODE, DETACHED FRONTAGE, AND PLACE SAME IN THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (427 W. SYMMES ST.)

## **Reports/Communications**

8. CONSIDERATION OF SUBMISSION, ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR REJECTION OF RECEIPT OF THE CITY MANAGER'S CONTRACT AND CHANGE ORDER REPORT AND DIRECTING THE FILING THEREOF.

## **Settlements**

9. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RECOMMENDATION FROM THE CITY ATTORNEY THAT THE CITY COUNCIL APPROVE A SETTLEMENT OF KEVIN HAHN V. CITY OF NORMAN, CLEVELAND COUNTY DISTRICT COURT CASE CJ-2021-210 TB, IN THE AMOUNT OF \$100,000.

## **Easement**

10. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF E-2425-19: OF SOUTHWESTERN WIRE WATERLINE EASEMENT SERVING AMENDED FINAL PLAT OF BLOCK 1, IN THE THEDFORD ADDITION. (GENERALLY LOCATED ON THE SOUTHEAST CORNER OF WEST TECUMSEH ROAD AND INTERSTATE 35 AT 3400 THEDFORD DRIVE)

## **Contracts**

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER TWO, AND FINAL ACCEPTANCE OF CONTRACT K-2425-7: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND RUDY CONSTRUCTION, AND FINAL PAYMENT OF \$30,997.54 FOR THE DRAINAGE REHABILITATION PROJECT AS OUTLINE IN THE STAFF REPORT.
12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-111 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND WYATT CONTRACTING, INC., IN THE AMOUNT OF \$332,106.00 FOR THE LINDSEY STREET AND CLASSEN BOULEVARD BRIDGE REHABILITATION PROJECT, AWARDING PERFORMANCE BOND B-2425-53; STATUTORY BOND B-2425-54; MAINTENANCE BOND MB-2425-41, AND ADOPTING RESOLUTION R-2425-114 GRANTING TAX-EXEMPT STATUS AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.
13. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDING BID 2425-48 AND CONTRACT K2425-113: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SOUTHWEST WATER WORKS, L.L.C., IN THE AMOUNT OF \$1,585,350; PERFORMANCE BOND B-2425-57; STATUTORY BOND B-2425-58; MAINTENANCE BOND MB-2425-43 FOR DANFIELD WATERLINE REPLACEMENT PROJECT, AND AUTHORIZE BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

14. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2425-117: AN AGREEMENT BETWEEN THE CITY OF NORMAN, OKLAHOMA AND THE BOARD OF COUNTY COMMISSIONERS, CLEVELAND COUNTY, OKLAHOMA, FOR A COOPERATIVE INTERLOCAL AGREEMENT FOR THE MAINTENANCE, CONSTRUCTION, AND REPAIR OF SECTION LINE ROADS, SHARED MOWING RESPONSIBILITIES, AND PROVIDING FOR CERTAIN ON-CALL SERVICES DURING INCLEMENT WEATHER FOR THE 2025-2026 FISCAL YEAR.
15. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-121: AN AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NORMAN REGIONAL HOSPITAL AUTHORITY D/B/A NORMAN REGIONAL HOSPITAL (NRH) TO PROVIDE \$25,000 ANNUALLY TO SUPPORT PARATRANSIT OPERATIONS AND RECEIVE RIDERSHIP DATA REPORTS.
16. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2425-124: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND GLOBAL PAYMENTS DIRECT, INC., FOR AN AMENDMENT TO THE CARD SERVICES AGREEMENT FOR CREDIT CARD PROCESSING SERVICES WITH THE TYLER INCODE MUNICIPAL COURT SOFTWARE SYSTEM FOR THE AMOUNTS AS OUTLINED IN THE STAFF REPORT.

### **Resolutions**

17. CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, REJECTION, AND/OR POSTPONEMENT OF RESOLUTION R-2324-131: RATIFYING CITY MANAGER'S DECLARATION OF EMERGENCY, AWARD OF BID 2425-61, AND APPROVAL OF CONTRACT K-2425-120 BY AND BETWEEN NORMAN UTILITIES AUTHORITY AND KRAPFF-REYNOLDS CONSTRUCTION COMPANY, INC IN THE AMOUNT OF \$748,550; PERFORMANCE BOND B-2425-66, STATUTORY BOND, B-2425-67, AND MAINTENANCE BOND MB-2425-51 FOR THE BISHOP CREEK EMERGENCY SEWER LINE REPAIR PROJECT AND BUDGET TRANSFERS AS OUTLINED IN THE STAFF REPORT
18. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2425-133: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN UTILITIES AUTHORITY, APPROPRIATING \$128,757.50 FROM THE CAPITAL FUND, FOR THE REHABILITATION OF THE WEST MAIN STREET BRIDGE OVER MERKLE CREEK AND \$95,952 FROM SANITATION FUND, FOR THE INSTALLATION OF SOLAR PANELS AT THE HOUSEHOLD HAZARDOUS WASTE FACILITY.

## MISCELLANEOUS COMMENTS

*This is an opportunity for citizens to address City Council. Due to Open Meeting Act regulations, Council is not able to participate in discussion during miscellaneous comments. Remarks should be directed to the Council as a whole and limited to three minutes or less.*

## ADJOURNMENT

**File Attachments for Item:**

1. CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-37: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THURSDAY, JUNE 19, 2025, AS JUNETEENTH DAY IN THE CITY OF NORMAN.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 06/10/2025

**REQUESTER:** Jason Olsen

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

**ITEM TITLE:** CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-37: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THURSDAY, JUNE 19, 2025, AS JUNETEENTH DAY IN THE CITY OF NORMAN.

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## Proclamation

P-2425-37

A PROCLAMATION OF THE MAYOR OF THE CITY OF  
NORMAN, OKLAHOMA, PROCLAIMING THURSDAY, JUNE 19,  
2025, AS JUNETEENTH DAY IN THE CITY OF NORMAN.

- § 1. WHEREAS, President Abraham Lincoln issued the Emancipation Proclamation on January 1, 1863, declaring that all persons held as slaves shall be free; and
- § 2. WHEREAS, on June 19, 1865, Union soldiers, led by Major General Gordon Granger, landed at Galveston, Texas, with news that the war had ended and that the enslaved were now free; and
- § 3. WHEREAS, June 19<sup>th</sup>, known as “Juneteenth” and also called “Emancipation Day” is the oldest known celebration, which started in 1866, commemorating the announcement of the abolition of slavery in the State of Texas and in remembrance of the day all remaining slaves acquired their freedom in the United States of America; and
- § 4. WHEREAS, on June 17, 2021, Juneteenth was signed into law, declaring it a national holiday; and
- § 5. WHEREAS, 2025’s national theme, “A Reckoning: Reclaiming the Past, Remembering Black Voices, Reshaping the Future”, calls us to confront historical truths, honor the voices, and contributions of Black communities, and commit to building a more just and inclusive future; and
- § 6. WHEREAS, the Juneteenth Festival will take place on Thursday, June 19, 2025, in the City of Norman at Reaves Park providing a community celebration that fosters inclusion and unity, bringing together families, visitors, and local leaders in honor of this important national holiday.

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

- § 7. Do hereby proclaim Thursday, June 19, 2025, as Juneteenth in the City of Norman and invite all citizens to join me in celebrating this important holiday while continuing to strive towards full equality.

PASSED AND APPROVED this 10<sup>th</sup> day of June, 2025.

\_\_\_\_\_  
Mayor

ATTEST:

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





**File Attachments for Item:**

2. CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-38: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING JUNE 16, 2025, THROUGH JUNE 22, 2025, AS POLLINATOR IN THE CITY OF NORMAN.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 06/10/2025

**REQUESTER:** Chris Mattingly, Director of Utilities

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

**ITEM TITLE:** CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-38: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING JUNE 16, 2025, THROUGH JUNE 22, 2025, AS POLLINATOR IN THE CITY OF NORMAN.

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## Proclamation

P-2425-38

A PROCLAMATION OF THE MAYOR OF THE CITY OF  
NORMAN, OKLAHOMA, PROCLAIMING JUNE 16  
THROUGH JUNE 22, 2025, AS POLLINATOR WEEK IN  
THE CITY OF NORMAN.

- § 1. WHEREAS, pollinators such as bees, butterflies, birds, and other wildlife play an important role in supporting agriculture and maintaining healthy natural systems; and
- § 2. WHEREAS, pollination is a key natural process that contributes to crop production, healthy ecosystems, and the availability of many foods enjoyed by our residents; and
- § 3. WHEREAS, strong pollinator populations support farming, gardening, and land stewardship practices that benefit both private landowners and the broader community; and
- § 4. WHEREAS, approximately three-fourths of flowering plants and over one-third of our food crops rely on pollinators to reproduce, making them essential to food security and agricultural productivity; and
- § 5. WHEREAS, Pollinator habitats face challenges from a variety of environmental factors, and supporting their health is part of good land and resource stewardship; and
- § 6. WHEREAS, National Pollinator Week is a time to recognize the importance of pollinators and encourage voluntary, community-driven efforts to support healthy habitat and responsible land management; and
- § 7. WHEREAS, the City of Norman supports partnerships that promote good stewardship of our natural resources and protect the integrity of our environment.

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

- § 8. Do hereby proclaim June 16 through June 22, 2025, as Pollinator Week in the City of Norman and encourage residents to learn more about the role of pollinators and how we can support them.

PASSED AND APPROVED this \_\_\_\_ day of June, 2025.

\_\_\_\_\_  
Mayor

ATTEST:

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



**File Attachments for Item:**

3. CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-39: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING JUNE 29 THROUGH JULY 5, AS 2025, AS NATURAL HISTORY WEEK IN THE CITY OF NORMAN.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 06/10/2025

**REQUESTER:** Sam Noble Natural History Museum

**PRESENTER:**

**ITEM TITLE:** CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-39: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING JUNE 29 THROUGH JULY 5, AS 2025, AS NATURAL HISTORY WEEK IN THE CITY OF NORMAN.

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P-2425-39

A PROCLAMATION OF THE MAYOR OF THE CITY OF  
NORMAN, OKLAHOMA, PROCLAIMING JUNE 29  
THROUGH JULY 5, AS 2025, NATURAL HISTORY WEEK  
IN THE CITY OF NORMAN.

- § 1. WHEREAS, the City of Norman is home to the Sam Noble Oklahoma Museum of Natural History, one of the nation’s premier university-based institutions for the study and celebration of our natural and cultural heritage and the legislated natural history museum of the State of Oklahoma; and
- § 2. WHEREAS, the fossil holotype and only known specimen of *Aquilops americanus*—a small, early ceratopsian dinosaur from the Early Cretaceous—was discovered and described by Sam Noble Museum paleontologists Dr. Richard Cifelli and Dr. Matt Wedel, among others, and has been proudly displayed in the Hall of Ancient Life at the Sam Noble Museum; and
- § 3. WHEREAS, *Aquilops* will be featured in the upcoming major motion picture *Jurassic World: Rebirth*, as well as appearing on Dr. Pepper cans and in forthcoming Mattel and LEGO toy lines; bringing national and international attention to this remarkable fossil; and
- § 4. WHEREAS, this spotlight on *Aquilops* provides an extraordinary opportunity to celebrate Oklahoma’s rich paleontological history and the vital role of institutions like the Sam Noble Museum in preserving and interpreting our natural history; and
- § 5. WHEREAS, the Sam Noble Museum serves not only as a repository of scientific discovery, but also as a center for education, outreach, and inspiration for future generations of scientists and citizens; and
- § 6. WHEREAS, the recognition of *Aquilops* on such a prominent stage is a testament to the achievements of Oklahoma’s scientific community and underscores the global significance of the museum’s research and creative contributions.

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

- § 7. Do hereby proclaim June 29 through July 5, 2025, as Natural History Week in the City of Norman, Oklahoma, and in the City of Norman and encourage all residents to visit the Sam Noble Oklahoma Museum of Natural History to celebrate our prehistoric heritage, and to support the ongoing efforts to preserve and share Oklahoma’s unique place in the story of life on Earth.

PASSED AND APPROVED this 10th day of June, 2025.

\_\_\_\_\_  
Mayor

ATTEST:

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

**File Attachments for Item:**

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

CITY COUNCIL STUDY SESSION MEETING MINUTES OF NOVEMBER 26, 2024.

CITY COUNCIL CONFERENCE MEETING MINUTES OF DECEMBER 10, 2024.

CITY COUNCIL BUSINESS AND COMMUNITY AFFAIRS COMMITTEE MEETING MINUTES OF MARCH 6, 2025.

CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE MEETING MINUTES OF APRIL 24, 2025.

CITY COUNCIL FINANCE COMMITTEE MEETING MINUTES OF MAY 15, 2025.





## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 06/10/2025

**REQUESTER:** Brenda Hall, City Clerk

**PRESENTER:** Brenda Hall, City Clerk

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

CITY COUNCIL STUDY SESSION MEETING MINUTES OF NOVEMBER 26, 2024.

CITY COUNCIL CONFERENCE MEETING MINUTES OF DECEMBER 10, 2024.

CITY COUNCIL BUSINESS AND COMMUNITY AFFAIRS COMMITTEE MEETING MINUTES OF MARCH 6, 2025.

CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE MEETING MINUTES OF APRIL 24, 2025.

CITY COUNCIL FINANCE COMMITTEE MEETING MINUTES OF MAY 15, 2025.

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**CITY OF NORMAN, OK  
CITY COUNCIL STUDY SESSION  
Municipal Building, Executive Conference Room, 201 West Gray, Norman,  
OK 73069**

**Tuesday, November 26, 2024 at 5:00 PM**

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**MINUTES**

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Conference in the Executive Conference Room of the Norman Municipal Building on the 26<sup>th</sup> day of November, 2024, at 5:00 p.m., and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray Street 24 hours prior to the beginning of the meeting.

**CALL TO ORDER**

**PRESENT**

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

**AGENDA ITEMS**

1. DISCUSSION REGARDING STATUS OF THE FYE 2025 CAPITAL IMPROVEMENTS PROGRAM BUDGET AND PREPARATION OF FYE 2026 CAPITAL IMPROVEMENTS PROGRAM BUDGET.

Mr. Jacob Huckabaa, Budget Technician, said tonight Staff will update Council on the FYE 2025 Capital Improvements Program (CIP) Budget as well as preparation for FYE 2026 Budget and the FYE 2027 through FYE 2030 Capital Improvements Plan. He said new projects and mid-year evaluations will be discussed on March 4, 2025, and review of the final proposed plan for FYE 2026 will be presented on May 6, 2025.

Mr. Huckabaa said a capital project generally costs more than \$100,000; is relatively fixed or permanent in nature; is an asset with an expected life span of more than five years; usually consists of the construction of new, expanded, or improved tangible assets; often takes more than one fiscal year to complete; and contracted services for design, land acquisition, and utility relocations that may be required in advance of construction.

## Item 1, continued

The purpose of the CIP is to support services of municipal governments and projects are identified in Long Range Master Plans that are reviewed by citizens and adopted by Council (land use, transportation, parks, water, wastewater, greenways, stormwater, etc.). Priorities are set for short range and long range; short range needs go into a one-year adopted Capital Budget and long range needs go into a Five-Year CIP along with proposed schedules of implementation and available funding sources. The CIP and other budgets are adopted annually, but only the one-year budget allows appropriation of funds so emergencies and high priority unanticipated project needs can be added. He said sources of funding include Enterprise revenues, voter approved General Obligation (GO) Bond proceeds; Capital Sales Tax; NORMAN FORWARD Sales Tax (NFST); Public Safety Sales Tax (PSST); University North Park Tax Increment Finance (UNPTIF) Sales Tax; intergovernmental grants; Room Tax; private funds, and others.

Mr. Huckabaa highlighted all funds included in the CIP Budget as follows:

Special Purpose Capital Funds

- Public Safety Sales Tax Fund (PSST)
- Community Development Block Grant (CDBG) Fund
- Special Grants Fund
- Room Tax Fund
- Public Transportation and Parking Fund
- Capital Fund (Pay-As-You-Go or PAYGO)
- Capital Fund (General Obligation Bonds)
- NORMAN FORWARD Sales Tax Fund
- Park Land and Development Fund
- University North Park Tax Increment Finance (UNPTIF) District Fund
- Center City Tax Increment Finance District Fund
- Arterial Road Recoupment Fund

Enterprise Funds

- Water Fund
- Water Reclamation Fund
- Sanitation Fund
- Sewer Maintenance Fund
- New Development Excise Tax Fund

Expenditures for all funds in FYE 2025 include Capital Outlay – 25%; Maintenance of Existing Facilities – 7%; IT – 5%; Street Maintenance – 16%; Other Projects and Debt Service – 42%; and General Contingency – 5%.

Ms. Huckabaa highlighted the status of the Capital Fund as follows:

- Capital Fund PAYGO
  - FYE 26 estimated available for new projects is a negative (\$7,630,536)
  - FYE 27 projected available for new projects is a negative (\$1,780,847)
  - FYE 28 projected available for new projects is a negative (\$4,832,698)

Item 1, continued:

Significant projects completed in FYE 25 include:

- 12<sup>th</sup> Avenue NE and High Meadows Intersection Project (\$1,895,693);
- Constitution Street Multi-Modal Path (\$1,145,459);
- James Garner Phase II – Acres to Flood (\$9,500,000)
- Municipal Complex Renovations (\$9,971,465);
- Emergency Communications and Operations Center (\$17 million);
- Lake Thunderbird TMDL Data Analysis and Plan Update for Years 1-5 (\$270,531);
- Vehicle Wash Facility – North Base (\$2.5 million);
- New Bus Stops – Long Range Plan (\$160,000);
- Young Family Athletic Center (\$44 million);
- Adult Wellness and Education Center (\$14 million); and
- Griffin Community Park (\$9 million).

Significant projects underway in FYE 25 include:

- Total Maximum Daily Load (TMDL) Compliance and Monitoring Plan Implementation, Year Nine (\$300,000);
- Lower Imhoff Channel Stabilization, Phase I (\$4,145,832);
- Lower Imhoff Channel Stabilization, Phase 2 [Design] (\$5,337,790);
- FYE 25 Sidewalk Project (\$500,000);
- Gray Street Two-Way Conversion (\$5,454,701);
- James Garner, Phase III, Duffy to Acres (\$6.7 million);
- Flood Street Multi-Modal Path (\$2 million);
- 60<sup>th</sup> Avenue NE Bridge Replacement (\$2.9 million);
- ECOC Vehicle Storage Facility (\$975,000);
- Stormwater Park Development-Alameda and Carter intersection (\$1.2 million);
- Reaves Park-new restroom building and new sports field maintenance building (\$560,000);
- Boyd Street Stormwater Pipe Replacement (\$1.1 million); and
- Jenkins Avenue Widening-Imhoff to Lindsey (\$15.5 million).

The ARPA funding obligations include:

- Emergency Communications and Operations Center (\$10,925,723);
- Lower Imhoff Creek Bank Stabilization (\$2,031,117);
- Affordable Housing (\$6,212,978);
- Non-Profit Support and Administration (\$1,893,160);
- Business Incubator Programs – NEDC (\$1 million);
- Covid Vaccine Incentives (\$57,564);
- Norman Music Alliance (\$25,000); and
- Norman Arts Council (\$100,000).

## Item 1, continued

Upcoming challenges and impacts include:

- Rock Creek Entertainment District;
- OTA Access Oklahoma Turnpike Project;
- Central Library Remediation and Repairs;
- Public Safety Study recommendations;
- Area and Infrastructure Master Plan update;
- Center City Tax Increment Finance District;
- Griffin and Sutton Parks; Griffin Hospital Campus Project;
- Failing stormwater infrastructure;
- Police Department (Building B) improvements;
- Grant status of Flood Warning System;
- Fleet Facility Renovation, Phases II and III;
- Fleet Fueling Facility; and
- Fleet Vehicle Replacement.

Councilmembers thanked Staff for the presentation.

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## 2. DISCUSSION REGARDING MODIFICATIONS TO SOME OF THE CITY'S BOARDS AND COMMISSIONS.

This item was not discussed.

\* \* \* \* \*

## ADJOURNMENT

The meeting was adjourned at 6:08 p.m.

ATTEST:

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

\_\_\_\_\_  
Mayor



**CITY OF NORMAN, OKLAHOMA**  
**CITY COUNCIL CONFERENCE**  
**Municipal Building, Executive Conference Room, 201 West Gray, Norman,**  
**OK 73069**

**Tuesday, December 10, 2024 at 5:00 PM**

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**MINUTES**

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Conference in the Executive Conference Room of the Norman Municipal Building on the 10<sup>th</sup> day of December, 2024, at 5:00 p.m., and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray Street 24 hours prior to the beginning of the meeting.

**CALL TO ORDER**

**PRESENT**

Mayor Larry Heikkila  
Councilmember Ward 1 Austin Ball  
Councilmember Ward 2 Lauren Schueler  
Councilmember Ward 3 Bree Montoya  
Councilmember Ward 4 Helen Grant  
Councilmember Ward 6 Elizabeth Foreman  
Councilmember Ward 7 Stephen Holman  
Councilmember Ward 8 Matthew Peacock

**ABSENT**

Councilmember Ward 5 Michael Nash

**AGENDA ITEMS**

**1. AIM NORMAN COMPREHENSIVE PLAN UPDATE.**

Ms. Amy Haas, Garver Engineering, provided an update on the AIM Norman Area and Infrastructure Master Plan. She said community involvement to date includes 21,200 visits to the project website; 3,071 responses to the monthly polls, 34 pop-up and public events, 15 Steering Committee meetings, and 29 Sub-Committee meetings. There were 192 comments from the events.

Ms. Haas reminded Council of the 10 development principles:

- Manage urban services efficiently;;
- Promote diverse housing options;
- Promote infill development and neighborhood reinvestment;
- Protect the environment in all decision-making;
- Enhance distinctive neighborhoods, business districts, and natural areas with a strong sense of place;
- Provide a multi-modal and connected transportation network;
- Enhance public safety and minimize hazards;
- Encourage balanced and connected neighborhoods;
- Make development decisions predictable, fair, and cost effective; and
- Make decisions in a transparent and collaborative manner.



## Item 1, continued

AIM Norman guides land use policies that will ensure the needs and desires of the community continue to be met as the community grows and diversifies. Ms. Haas said several of the AIM Norman Development Principles support a flexible land use approach that encourages mixing of uses and focuses on the intensity of uses rather than the use itself. The distribution of uses is informed by existing land use patterns, adjacencies, infrastructure, transportation, and environmental impact.

Ms. Haas highlighted the aspects of each individual plan.

Water Supply Plan - reviews water supply and alternatives as well as an assessment of future distribution needs. Two primary goals are to identify feasible solutions for both Norman's long-term water supply as well as the distribution system where safe water is delivered to the end user.

Wastewater Master Plan – evaluates the collection system model as well as the treatment and reuse model for wastewater. The two primary goals are to identify feasible solutions for both Norman's water reclamation and treatment system as well the sewer collection system where wastewater is collected and conveyed to the final treatment facility.

Stormwater Master Plan - analyzes how stormwater is managed in the city and creates a plan to ensure current and future management systems will continue to adapt to the needs of the community. The goals for this Plan are to address water quality, flood risk, ecological character, riparian and recreation areas, community awareness and education, and transparency.

Housing Plan - develops a comprehensive strategy that addresses the affordable housing needs of the community. The Plan goals are to modernize development regulations for consistency, efficiency and outcomes; add a variety in housing types across more densities and design approaches; increase attainable, accessible, and quality housing options for all people; enhance and promote infill opportunities in existing neighborhoods; and have clear, understandable, and reasonable housing incentives and program procedures.

Transportation Master Plan - assesses the current and future needs of the transportation system and accounts for active transportation, providing for the safety of all those walking, biking, or rolling in the city. Guiding principles and goals for transportation include making Norman a special place to live; address mobility; maintain and improve existing infrastructure; fiscal stewardship; and enhance economic vitality.

Parks Master Plan - recognizes the strong parks system Norman has and builds upon it by providing a strategy for improving their connections with neighborhoods and one another. Plan objectives will maintain, update, and improve the Park System; support and elevate the organizations who contribute to arts and culture in Norman; update and modernize policies; provide opportunities for connection and growth; and protect natural resources.



Item 1, continued

Councilmember Holman said he hopes to see a detailed review of all undeveloped land and whether the use would produce enough revenue to pay for the infrastructure in perpetuity, once it is built out.

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## ADJOURNMENT

The meeting adjourned at 5:53 p.m.

ATTEST:

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City Clerk

\_\_\_\_\_  
Mayor



# CITY OF NORMAN, OK CITY COUNCIL BUSINESS & COMMUNITY AFFAIRS COMMITTEE MEETING

Item 4.

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

Thursday, March 6, 2025 at 4:00 PM

## MINUTES

*The Business & Community Affairs Committee of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Executive Conference Room of the Norman Municipal Building, on the 6<sup>th</sup> day of March 2025, at 4:00 PM, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray and the City website at least 24 hours prior to the beginning of the meeting.*

### CALL TO ORDER

Chairman Matt Peacock called the meeting to order at 4:00 p.m.

### PRESENT

Councilmember Ward 2 Matthew Peacock - Chairman  
Councilmember Ward 4 Helen Grant  
Councilmember Ward 5 Michael Nash  
Councilmember Ward 6 Josh Hinkle  
Councilmember Ward 8 Scott Dixon

### ABSENT

None

### OTHERS PRESENT

Mr. Rick Knighton, City Attorney  
Ms. Jeanne Snider, Assistant City Attorney II  
Mr. Taylor Johnson, Transit and Parking Program Manager  
Ms. AshLynn Wilkerson, Assistant City Attorney I  
Mr. Jason Olsen, Director of Parks and Recreation  
Ms. Sara Kaplan, Business and Community Relations  
Mr. Dan Schemm, Executive Director, Visit Norman  
Ms. Kellee Robertson, Animal Shelter Manager  
Ms. Shaakira Calnick, Internal Auditor  
Ms. Kathy Hammans, Admin Tech III, City Clerk

# 1. REPORT ON SPECIAL EVENTS ATTENDANCE AND VISITORS

Mr. Jason Olsen, Director of Parks and Recreation, presented the special events and visitor report to the committee.

The report is now being done quarterly in order to collect more accurate numbers for special events and the related visitors. Data is collected on a monthly basis from cell phone data on visitors in Norman for longer than 10 minutes and employees working inside the City of Norman's designated area.

2024 major events included in the data collection are listed below.

Medieval Fair – *Reaves Park* - (91,400 visitors – 26.8% from Norman)  
 Earth Day Festival – *Reaves Park* - (2,000 – 54% from Norman)  
 Norman Music Festival – *Downtown* - (42,700 – 45.9% from Norman)  
 Norman Pride Festival – *Andrews Park* - (2,600 – 52.6% from Norman)  
 May Fair Arts Festival – *Campus Corner* - (11,600 – 41.1% from Norman)  
 Jazz in June – *Andrews Park* - (6,300 – 57.8% from Norman)  
 Juneteenth Festival – *Reaves Park* - (2,300 – 50.5% from Norman)  
 4<sup>th</sup> Fest – *Reaves* - (8,300 - 63.0% from Norman)  
 Porch Fest – *Miller Historic District* - (1,000 – 74.8% from Norman)  
 Brewtober Fest – *Reaves Park* - (1,800 – 52.7% from Norman) Fall Fest  
 Downtown - (14,100 - 58.5% from Norman)  
 Winter Fest – *Downtown* - (1,800 – 72.3% from Norman)

In addition to the above events, people come to Norman Forward sites for other activities as below.

Westwood Aquatic Center, (113,600) (Opens in May)  
 Young Family Athletic Center, (385,200) – (basketball)  
 Griffin Park (298,500) (soccer – spring & fall season)  
 Reaves Park (419,800) (baseball games and tournaments)

More than a million visitors coming to Norman for the above events, to spend money and enjoy all Norman has to offer.

Mr. Olsen said the FYE 25-26 Budget includes requests for additional equipment at Westwood to keep the pool updated and for installing something new each year. Former City Manager Steve Lewis, had the facility plumbed when it was built, to accommodate the installation of future new items. A surf machine planned to be added to the north side of the lap pool, will draw many visitors to Westwood while generating additional revenue.

Councilmember Holman asked why Oklahoma City is not opening their pools this year. Mr. Olsen said they have older pools, are having trouble getting staff and with budget restraints have chosen to cut some programs for the upcoming year.

Councilmember Grant asked about adult swim at Westwood and Mr. Olsen said staff tries to schedule at least one a month, for a three-hour time frame. It is a very popular event enjoyed by many, with an attendance of 500-700 people, coming from all over to participate. Councilmember Grant wanted to know if this exceeds the pool capacity, to which Mr. Olsen said they are licensed for 720.

Mr. Olsen moved on to discuss the data for Shopping Districts. Staff use “*Placer AI*”, which covers ten district locations, to collect reportable data. The University Town Center hosted the most visitors (1,031,160) and Brookhaven Village the least at 72,630, (with other districts ranging in between) for an approximate 2.3 million shoppers in December 2024.

The 2024 Oklahoma Football season, which covers August 30, 2024 thru November 23, 2024, showed the highest number of visitors hosted was 100,000 on September 14<sup>th</sup> (*OU parents weekend*).

Councilmember Holman asked if staff could provide a comparison chart with data from the last two seasons and then start looking at hotel stays and money spent during the OU parents weekend to calculate revenue generated in Norman for the event. Mr. Olsen said staff is working on numbers and will forward to Council when completed.

Ms. Sara Kaplan, Business and Community Relations, said staff can pull data for the region, but will need to consider what other functions are going on at the same time. Councilmember Peacock asked if it is possible to calculate the number of people lost to OKC, Moore, etc. on game days and/or weekend.

Councilmember Grant asked how “*Placer AI*” works and is it possible to get the requested data out of it. Ms. Kaplan said they will not be able to track the whole data in Placer, but have partnered with Starburst for game data and Starburst may work with staff on a game by game basis.

Councilmember Grant asked if there is a way to work with hotels to get data on people who stay with them. Mr. Dan Schemm, Executive Director, Visit Norman, said the data would be difficult to obtain due to confidentiality. Councilmember Nash said there does not appear to be spikes in visitors in surrounding areas. Mr. Schemm said Moore has 300–400 rooms, but do not seem to be increasing quest lodging on game day/weekend.

Councilmember Holman asked if people walking from home to the game area are captured in the report. Ms. Kaplan said they need to be in the designated area to be counted and since it counts each phone, there could be possible duplicates. The game numbers cover the number of people in the stadium area.

Mr. Schemm said staff looked at the October 1<sup>st</sup> to December 1<sup>st</sup> 2024 time-frame to track visitors within 50 miles outside the Norman area and found that the YFAC venue is increasing the influx of visitors.

Based on research, the following statistics show;

- 54% of Norman visitors are age 25-54,
- 43% have an average income of 100,000 plus
- 43% have children.
- 60.9 % are from out-of-state markets

Visitors from the Dallas, Texas market visit the Campus region 45% more than the average visitor, are very affluent and spend money on nightlife and food.

Councilmember Holman said he recently visited with a deli owner from the City of Ada, who mentioned a lot of his regulars visit Campus Corner. Councilmember Peacock asked about the correlation of visitors from the City of Ada, to which Mr. Schemm said, Ada is on the southern boundary of the 50-mile pull radius and has limited venues and activities there.

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## 2. DISCUSSION REGARDING POTENTIALLY BECOMING A PET FRIENDLY CITY.

Ms. Kellee Robertson, Animal Shelter Manager, presented a program on Pet Friendly City designation through the Mars "BETTER CITIES FOR PETS" organization.

66% of US households include a pet, making it more important than ever for cities to offer pet-friendly programs and policies that help people and pets be together.

Norman currently has several dog parks and multiple businesses that either serve the needs of pets and their owners or cater to owners and their pets.

Dr. Amy Tyler, DVM, a local Veterinarian, founded St. Francis Animal Resource Center, a non-profit organization, offering pet services and resources to help keep pets in their loving homes, as they are a vital part of the family. St. Francis also serves as a place for pet drop off and provides rehoming, fostering services to help reduce the burden of animals at the local shelters.

Ms. Robertson said Metro Transit services would need to participate to make Norman a Pet Friendly City. Councilmember Grant asked how EMBARK handles animals in the transit system, to which Mr. Taylor Johnson, Transit and Parking Program Manager, said the animals must be placed in a carrier for their safety and cannot block the aisle. Mr. Johnson said he does not believe Norman On-Demand allows pets, but will check.

The 12 traits of Pet Friendly Cities include the following.

- Have one to three shelters....
- Partners collaborate to end pet homelessness
- Shelters are warm and welcoming to encourage adoption
- Community cat programs humanely address overpopulation

Have four to six homes for....

- Pet friendly housing options for all families and pets
- Support exists to keep pets in homes in tough times
- Pet owners have support to make responsible choices for their pets.

Have seven to nine Parks and....

- Pet needs are considered in City, Park and Green Space Planning
- Public Pet Amenities support good health for all
- People know the expectations for pets in public places.

Have 10 to 12 Businesses that....

- make it easy to be out with your pet
- make traveling with dogs and cats accessible and affordable
- have workplaces that know and support the benefits of pets at work

An assessment must be completed by City staff and receive Mayor affirmation of the submission. Certification is awarded for five-year periods, with a recertification assessment update to capture pet friendly progress made over the previous certification time period.

Councilmember Peacock asked if there are grant opportunities for being a Pet Friendly City. Ms. Robertson said there is no funding award that goes with the designation, but there would be assistance with certification and signage.

Future grant opportunities are available to assist cities with programs that have a lasting impact on keeping pets and pet parents together and making communities pet friendly.

Councilmember Grant, Councilmember Holman and Chairman Peacock agreed with seeking the designation and to let the Animal Welfare Oversight Committee work on the plan and bring back up in July.

Councilmember Hinkle asked, since Norman is looking to promote itself as a Pet Friendly City, what about promoting Norman as the most “Grandparent Friendly City”.

Councilmember Grant asked if “Aging in Place” could be included in a future Oversight meeting.

## ADJOURNMENT

The meeting was adjourned at 4:58 pm.

ATTEST:

CITY CLERK

MAYOR





# CITY OF NORMAN, OK CITY COUNCIL COMMUNITY PLANNING & TRANSPORTATION COMMITTEE MEETING

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

Thursday, April 24, 2025 at 4:00 PM

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## MINUTES

The Community Planning & Transportation Committee of the City of Norman, Cleveland County, State of Oklahoma, will meet in Regular Session in the Executive Conference Room in the Municipal Building, on Thursday, April 24, 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

Chairman Holman called the meeting to order at 4:00 p.m.

### PRESENT

Councilmember Ward 7 Stephen Holman - Chairman  
Councilmember Ward 2 Matthew Peacock  
Councilmember Ward 3 Bree Montoya  
Councilmember Ward 5 Michael Nash

### ABSENT

Councilmember Ward 1 Austin Ball

### OTHERS PRESENT

Councilmember Ward 5 Helen Grant  
Councilmember Ward 6 Joshua Hinkle  
Mr. Anthony Purinton, Assistant City Attorney II  
Mr. Taylor Johnson, Transit and Parking Program Manager  
Mr. David Riesland, Transportation Engineer  
Mr. Joseph Hill, Streets Program Manager  
Mr. Scott Sturtz, Director of Public Works  
Mr. Tim Miles, City Engineer  
Mr. Brent Barbour, Police Department Major, Support Bureau  
Mr. Jesse Mitchell, Fire Department, Chief of Training  
Mr. Larry Wyatt, EMBARK Operations Specialist  
Ms. Kathy Hammans, Admin Tech III, City Clerk



## AGENDA ITEMS

### 1. PRESENTATION OF THE MARCH PUBLIC TRANSIT REPORT.

Mr. Taylor Johnson, Transit and Parking Program Manager, presented the March 2025 Public Transit Report.

The cutaway busses previously ordered, arrived on March 26, 2025, and are being on-boarded for use in April, leaving just three of the original fleet to be replaced.

The new transit software has been online for the first full month in March and staff anticipates next month's report numbers will be more reflective of actual ridership activity.

The total ridership for EMBARK Norman in February 2025 was 37,386 compared to 35,374 in February 2024, with the average daily ridership being 1,589. Total ridership for the 2025 YTD is 329,340, compared to the 2024 YTD of 303,003.

The fixed route service had a great month, transporting 43,178 passengers in March 2025, compared to 31,961 in March 2024. Passengers with wheelchairs or other mobility devices totaled 614, compared to 747 for March 2024. Passengers with bikes or other mobility devices totaled 1,133 compared to 523 for March 2024.

Norman On-Demand completed 3,838 rides in March 2025, compared with 4,021 for February 2025, representing a 4.55% decrease.

Chairman Holman said the numbers are impressive and he is pleased with the increased riders with bikes or other mobility devices over March 2024 as it shows people are either using transit more or are more aware of the availability to take their mobility device along on their trip.

Chairman Holman asked, with the 200 square miles the City of Norman covers, are there places with no Plus Program ride requests and asked for the cost for coverage of 200 square miles versus 100 square miles. Mr. Johnson said the program is demand response and if there are no requests for a zone, no dispatch is made to go to the area and no costs are incurred.

Councilmember Grant asked about Strategic Performance Measures and how the fiscal expenditures are planned for. Mr. Johnson said the fiscal year runs July 1<sup>st</sup> to June 30<sup>th</sup> and historical data helps plan for the annual cost of service and helps project fluctuating costs from year to year. Staff is currently working on numbers for the Fiscal Year 2026 budget.

Councilmember Grant asked about possible fee increases or measures being taken to reduce costs on the administrative side and fleet expenses. On-Demand is not currently included in the proposed 25-26 Fiscal Year budget, but staff has been making cuts where possible in order to keep the service in place.

Mr. Johnson will be meeting with VIA next week regarding possible fare increases. Councilmember Grant asked if reducing overlap runs and/or trimming services will be a viable option. Mr. Johnson said staff has looked at the ridership for

1. (continued) PRESENTATION OF THE MARCH PUBLIC TRANSIT REPORT.

the last hour of service each day and will be analyzing it to see if this might be a good cost cutting option.

Mr. Johnson also said OU is not happy with a decrease in service and may increase their contribution to \$127,000, and OU will be discussing an August 20<sup>th</sup> ten-month contract to help continue services for students. This contract change would result in approximately a \$95,000 savings and put transit \$80,000 in the black – 1% of the total operating costs.

Chairman Holman asked if these changes would result in the likelihood of not needing a General Fund subsidy. Mr. Johnson said yes and any additional unbudgeted funds would be recognized through budget adjustments in the current year.

Chairman Holman said Transit should continue services as is for now and wait on more information from VIA. The committee asks for an update on cost and revenue be provided if fares are changed. Mr. Johnson said he will have a consultant work on getting all the numbers together and report back.

Chairman Holman said a few regular users of the system have come to express their concerns regarding the transit program.

Ms. Kris Nanny, citizen and transit user, said that she is the spokesperson for the group and all are active Paratransit users. In the last few months they have had some difficulties using the services. The new software has caused a lot of scheduling issues, leading to missed rides, appointments, etc. and communication with EMBARK has become very difficult.

With the upcoming EMBARK renewal, she and others request their concerns be considered. Ms. Nanny said they feel the needs of the software are taking priority over the safety and care of the riders. The pickup arrival times given to the drivers and riders are not matching, causing missed appointments from delayed travel, with the riders sometimes experiencing up to three-hour travel times and stuck on the bus for multiple hours before arriving at their intended destination.

Ms. Nanny said they would like to offer some possible solutions like, bring drivers and dispatch back to Norman. Scheduling out of Oklahoma City does not allow for timely correction of transportation issues. Local dispatch and drivers allow people with challenges the ability to have hands on, real time contact to address issues in a timely manner.

Chairman Holman thanked Ms. Nanny and the other citizens for their valuable input.

Next month, staff anticipates having updated information on the Central Oklahoma Long Range Transit Plan to share with the committee.

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## 2. DISCUSSION REGARDING PROJECT DESIGN FOR THE 24TH AVENUE NW AND 48TH AVENUE NW WIDENING PROJECTS.

Mr. Tim Miles, City Engineer provided an update on the 24<sup>th</sup> Avenue NE and 48<sup>th</sup> Avenue NW widening projects.

The two road segments were included in the 2019 Transportation Bond Project package and are in different phases of development. During the design analysis, physical constraints, construction cost increases, and developmental patterns warranted a re-evaluation of the segments.

The design evaluation supports staff proposed changes to the roadway design from plans previously presented in the 2019 Transportation Bond Project descriptions. Changes include decreasing the proposed lanes while still meeting the intent of the original projects, rendering a more constructible design which will reduce costs by using less pavement.

The improvement to the original plan will include on-street bike lanes and widening at intersections only. The proposed designs will still provide improved levels of service in these areas over existing conditions.

48<sup>th</sup> Avenue NW from Robinson Street to Rock Creek Road will go from a three-lane roadway with on-street bike lanes to a two-lane roadway with center left-turn lanes at major entrances and replacing on-street bike lanes with a 10' multimodal trail on the east side. This change is sustainable as there is only one turn on the roadway section.

24<sup>th</sup> Avenue NE from Rock Creek Road to Tecumseh Road will go from a four-lane roadway, with on-street bike lanes, to a three-lane road with a 10-foot multi-use path. Staff is working on obtaining federal funds for the next fiscal year and the lane change will allow the project to rank higher on the Multimodal Project Discretionary Grant (MPDG) because of increased benefit to cost ration.

The 24<sup>th</sup> Avenue NE Project is in an area of large acreage with homes. With the volume of traffic, a three-lane roadway makes more sense. Adding to the project expense, is the fact that the City of Norman will be responsible for 100% of the cost to move Oklahoma Gas & Electric (OG&E) services, as they are located on private property and not on an easement.

Councilmember Montoya asked about storm water improvements in the area. Mr. Scott Sturtz, Director of Public Works, said some improvements, such as larger storm pipes, would be needed to move storm water away.

Councilmember Hinkle said he has concerns about widening 24<sup>th</sup> Avenue NE to four lanes from Alameda Street to Robinson Street and asked if there will still be four-way stops at the intersections. Tecumseh is a two-lane asphalt road from 24<sup>th</sup> Avenue NE to 12<sup>th</sup> Avenue NE and this could become a dangerous intersection and road.

Mr. Sturtz said Tecumseh Road is part of the bond program and staff is aware changes will be needed. Developers could be required to do turn lanes as part of their projects in order to support the increased traffic resulting from the development.

2. (continued) DISCUSSION REGARDING PROJECT DESIGN FOR THE 24TH AVENUE NW AND 48TH AVENUE NW WIDENING PROJECTS.

Councilmember Grant said she likes the proposed changes and the economical and aesthetic changes that are part of the road project. Councilmember Peacock said he supports any time four-lane roads can be changed to three-lane roads.

Mr. Miles said the timeline for the 24<sup>th</sup> Avenue NE project will be sometime in 2026 and 48<sup>th</sup> Avenue NW is anticipated to be sometime in 2029.

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3. DISCUSSION REGARDING THE POTENTIAL INSTALLATION OF STREET BOLLARDS ON CAMPUS CORNER.

Mr. David Riesland, Transportation Engineer, provided an update on the Festival Street Bollard Pilot Project for the committee.

In early 2023, staff received requests from Council to look into a potential pilot program for the installation of aesthetically pleasing bollards to replace some Type III barricades so Campus Corner could be closed to traffic on game days.

Mr. Joseph Hill, Streets Program Manager, said staff started working on the project in April 2023 and set an anticipated completion date of June/July, (before the return of OU students), and the start of the football season.

When the project was funded in the FYE 2024 budget, materials were ordered and concrete maintenance and preparation performed, (summer of 2023), at the proposed bollard locations.

Due to safety and feasibility concerns raised by first responders and merchants, the project was delayed so concerns could be addressed. Questions about who would have a key to the bollards, who would be responsible for raising the bollards before and after an event, etc.

Fire and Police were concerned about response times if they did not have a key to lower the bollards in the event of an emergency or if there was a malfunction. Who would have access, how many keys, who receives keys, who maintains inventory and what happens if a key is lost or stolen.

Everyone was concerned that a system requiring bollards to be physically raised and lowered could be problematic for those needing access to the closed areas at various times.

Then in January 2024, New Orleans happened. The question now; could this system prevent a driver from going through bollards/barriers and killing/injuring the participants in the area?

3. (continued) DISCUSSION REGARDING THE POTENTIAL INSTALLATION OF STREET BOLLARDS ON CAMPUS CORNER.

Bollards no longer seemed to be the proper solution to prevent an episode like occurred in New Orleans, where the roads were closed and the driver used the sidewalk to enter the area. The same thing could happen in an attempt to close the Campus Corner area using bollards in the street.

After multiple internal meetings with Fire, Police and Public Works, many concerns were expressed and staff were made aware by the vendor that the type of bollards purchased were mostly aesthetic and would only stop a very small vehicle driving at slow speed, not a vehicle of substantial size and speed. The initial project did not account for off roadway bollards, left gaps in security, causing concerns for many that the bollards purchased were not a feasible solution to the problem.

In May 2024, the Bollard project was brought back to Council, including the Campus Corner Merchants Association in the discussions. The project was approved by the Community Planning and Transportation Committee and quotes were solicited on viable systems.

Councilmember Peacock asked how the current barriers are moved. Mr. Riesland said the Fire Department has designated ingress/egress locations so they can get in and out of the area easily and a Fire Truck is able to push the concrete barriers out of the way in an emergency.

Mr. Hill said if a bollard is hit and stuck in the up position, the road will need to be cut away to remove it. Mr. Hill further said that there are utilities in the areas where bollards would be installed and property and/or easements are not available to install the high maintenance system.

Councilmember Grant asked if staff have met with Campus Corner Merchants about the issues and the need to change the bollard systems. Mr. Hill said the change was brought up by Council, as the current pilot is no longer applicable and staff chose to explore options before presenting a viable alternative.

Chairman Holman asked about closing streets for events until completely over in order to keep traffic out of the area until pedestrian traffic is clear. Major Brent Barbour, Support Bureau, Norman Police Department, said if the roads are left closed, it becomes an all-night party.

Mr. Hill said upon reviewing the May 2024 notes, it looks like Campus Corner wants to close more often, but the merchants do not want to manage the street closures. Councilmember Grant asked if it was feasible if merchants only want to close a portion of Asp. Mr. Sturtz, said there would still be issues. Mr. Sturtz said staff is looking into a couple possible solutions for street closures that will be flexible and can be moved where needed.



### 3. (continued) DISCUSSION REGARDING THE POTENTIAL INSTALLATION OF STREET BOLLARDS ON CAMPUS CORNER.

Councilmember Peacock said he initially thought the bollards would be remotely controlled at the Emergency Operations Center, (EOC). Councilmember Peacock said staff needs to review the Norman Music Festival event and determine additional things to consider. Councilmember Peacock said he would like to see that, whatever is put in place for Campus Corner, duplicated for Main Street events as well.

Mr. Riesland said the previously purchased bollards will not be a loss to the City as they will be used somewhere else, like in a park. Alternative systems will have the capability to be picked up and used at other locations as needed.

Mr. Hill said it would be beneficial to establish event zones so that maintenance, safety benches, barriers, etc. could be put in place permanently. Major Barbour said it would be great to offer a choice of locations that are pre-cleared and ready to go, helping to reduce event and security costs. Councilmember Grant said she likes having designated areas with ready-made event locations.

Mr. Hill said staff is looking at the Meridian Rapid Defense, (MRD) modular barrier system. The system is mobile, can be expanded beyond the roadway, is ADA accessible, can be deployed rapidly, blends well with current event security and can be incorporated with other systems, such as concrete barriers and traffic rated streetscape elements. This system can be solar or generator controlled, is more affordable, robust, low maintenance and has a direct purchase or rental option.

Councilmember Peacock asked if the MRD system will be sufficient, without the need for a bus or something else put in place to stop traffic and if there will be warning signs for event traffic of the road closures. Mr. Sturtz said there would be road closed advance warning and stopped traffic signs ahead of closures.

Councilmember Grant said Campus Corner needs to be included in discussions, especially regarding potential weekend street closures. If Campus Corner merchants want to close the streets every weekend, they may need to invest in their own system and cover security costs.

Mr. Hill said this would be a policy decision by Council on how many events the City can support. Game day is the most important as it brings in revenue to the campus merchants and the City of Norman.

Mr. Hill said funding is still available in the Bollard Construction project and asked Council if they want staff to obtain some of the MRD system barriers to see how they fulfill the need.

Councilmember Grant agreed with renting and testing the MRD system out before a major investment is made. Chairman Holman said the main goal is to allow free flow of pedestrian traffic in a safe manner and he loves what he has heard and seen on the MRD system and looks forward to seeing it work.

## ADJOURNMENT

Item 4.

The meeting was adjourned at 5:51 pm.

ATTEST:

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

\_\_\_\_\_  
Mayor



**CITY OF NORMAN, OK**  
**CITY COUNCIL FINANCE COMMITTEE MEETING**  
Municipal Building, Executive Conference Room, 201 West Gray, Norman,  
OK 73069  
Thursday, May 15, 2025 at 4:00 PM

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## 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 Thursday, May 15, 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 4 Helen Grant  
Councilmember Ward 6 Joshua Hinkle

#### ABSENT

None.

#### OTHERS

Councilmember Ward 5 Michael Nash  
Councilmember Ward 7 Stephen Holman  
Anthony Francisco, Director of Finance  
Dannielle Risenhoover, Admin. Tech IV  
Darrel Pyle, City Manager  
Jacob Huckabaa, Budget Technician  
Kim Coffman, Budget Manager  
Rick Knighton, City Attorney  
Scott Sturtz, Director of Public Works  
Shaakira Calnick, Internal Auditor  
Shannon Stevenson, Asst. City Manager

### AGENDA ITEMS

#### 1. DISCUSSION REGARDING MONTHLY REVENUE AND EXPENDITURE REPORTS.

Anthony Francisco gave the report. The monthly sales tax revenue was down approximately 3.5%. Francisco said, "I think that the overall attitude or consumer confidence in Norman is lower than most (cities) and I think that's because of our dependence on governmental employment. There's been a lot of layoffs at Tinker, there's been a lot of layoffs at OU. The fear of layoffs are kind of causing people to 'pull in their horns' if you will. I fear that's not a blip or an



anomaly, I think that's a trend. As far as Norman is concerned, we historically have tended to lag entry into recessions and emergence from national recessions (our governmental employment base has always been a buffer from national economic trends); but, this one, I think we're kind of a lead indicator. I think that nationally speaking, we're moving into a recession if we're not in one now." Francisco believes that this also has to do with the uncertainty surrounding the national economy and the tariffs.

"Economists believe that we are going into a period of stagflation which means that we're both in a recession during a time when prices are inflating. Inflation at the time of recession – that's very bad for the national economy but it's not that bad for sales tax. As it relates to sales tax, inflation is good; so, to the extent that that's true, the prices are going to be going up over the next six months or so and that could have a positive impact on our sales taxes. Again, this is just my observation based on a lot of history of what happens in Norman," Francisco said.

Councilmember Grant asked if the state of Oklahoma's version of Department of Government Efficiency (DOGE) was "whittling away at any jobs in Norman". City Manager Darrel Pyle will see if there is census data that can help track that. "This is where the rubber hits the road for us. It just comes down to paychecks and disposable income, so I think that's an absolutely worthwhile exercise for us. It could really paint a very clear picture."

Councilmember Grant stated, "I would be mostly keen to keep (support) the outside agencies that would address some of these issues that we're seeing throughout the City with potential job loss and benefits loss. I know some of the outside agency requests had extra therapists and whatnot." Pyle conveyed that news outlets have reported that the Department of Mental Health may not be reimbursing some nonprofits. "If the revenue doesn't show up, there's going to be a local crisis," Pyle said.

"To the extent that state government, federal government is cutting back, Norman will be disproportionately affected by that; so, that's what we have to be mindful of. Just stay mindful of the volatility," Francisco said.

Councilmember Holman stated, "Any ways that we're able to increase population density in Norman without expanding our physical footprint and service area, that is one of the most proven ways to increase wealth in a city."

Councilmember Hinkle stated, "As consumer confidence wanes, you're going to see a lot more people spending more on adventures so if we can provide that avenue, I think it's really time for us to lean into the tourism and not just for conferences and sports contests. Let's create some excitement around Norman."

The Committee would like updates at the next City Council Finance Committee meeting regarding the following:

- A Sports Commission update regarding how they've spent their portion of the hotel-motel tax
- An update on the number of Airbnb's in Norman that includes a "heat map", permit trends, revenue totals, and housing types
- An update on if the state of Texas is discontinuing it's funding of the Heartland Flyer due to budget cuts

## ADJOURNMENT

Mayor Heikkila adjourned the meeting at approximately 4:40 PM.

ATTEST:

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City Clerk

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Mayor

**File Attachments for Item:**

5. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-31 UPON FIRST READING BY TITLE:  
AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 20 ("LICENSES AND OCCUPATIONS"), SECTION 20-1910 ("PREMISES MAINTAINED"), AND TO SECTIONS THROUGHOUT CHAPTER 30 ("SUBDIVISIONS") OF THE CODE, IN ORDER TO UPDATE DEFINITIONS, TO UPDATE AND ADD REFERENCES TO THE CITY'S COMPREHENSIVE PLAN, TO REQUIRE A 30-ACRE MINIMUM LOT SIZE FOR RURAL CERTIFICATES OF SURVEY WITH AN URBAN RESERVE LAND USE DESIGNATION, TO UPDATE LANGUAGE TO ENSURE COMPATABILITY WITH THE AIM NORMAN COMPREHENSIVE PLAN AND ITS VARIOUS INCLUDED MASTER PLANS, AND TO CLARIFY OR CORRECT LANGUAGE, INCLUDING FOR ERRORS; DECLARING AN EMERGENCY; AND PROVIDING FOR THE SEVERABILITY THEREOF.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 6/10/2025

**REQUESTER:** City of Norman

**PRESENTER:** Elisabeth Muckala, Assistant City Attorney

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-31 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 20 ("LICENSES AND OCCUPATIONS"), SECTION 20-1910 ("PREMISES MAINTAINED"), AND TO SECTIONS THROUGHOUT CHAPTER 30 ("SUBDIVISIONS") OF THE CODE, IN ORDER TO UPDATE DEFINITIONS, TO UPDATE AND ADD REFERENCES TO THE CITY'S COMPREHENSIVE PLAN, TO REQUIRE A 30-ACRE MINIMUM LOT SIZE FOR RURAL CERTIFICATES OF SURVEY WITH AN URBAN RESERVE LAND USE DESIGNATION, TO UPDATE LANGUAGE TO ENSURE COMPATABILITY WITH THE AIM NORMAN COMPREHENSIVE PLAN AND ITS VARIOUS INCLUDED MASTER PLANS, AND TO CLARIFY OR CORRECT LANGUAGE, INCLUDING FOR ERRORS; DECLARING AN EMERGENCY; AND PROVIDING FOR THE SEVERABILITY THEREOF.

### BACKGROUND:

The City of Norman released a Request for Proposal (RFP-2223-29) in September of 2022, seeking proposals from qualified consultants for professional services to prepare the following documents for the City of Norman:

- Comprehensive Land Use Plan;
- Housing Market Analysis and Affordability Strategy;
- Comprehensive Transportation Plan Update;
- Stormwater Master Plan Update;
- Water Hydraulic Modeling Update;
- Wastewater Master Plan; and
- Sanitation Master Plan.

The citywide proposal sought to develop an all-encompassing vision for the community that can be supported by all. To facilitate this objective, the City of Norman planned to update its Comprehensive Transportation Plan, Stormwater Master Plan, Water Hydraulic Modeling, and develop Wastewater and Sanitation Master Plans to ensure improvements to the City's infrastructure align with the vision and policies of the new Comprehensive Plan, including the Comprehensive Land Use Plan. The technical lead of the Comprehensive Land Use Plan is Jane Hudson, Director of Planning and Community Development.

As set forth in the RFP, Public Engagement was designed to address three key tasks:

#### Task 1 – Norman Today – Where are we now?

This process was designed to consist of review of background documents, economic and development trends, hazard mitigation and environmental constraints, land use inventory and urban design, transportation, public facilities and infrastructure, and housing and neighborhoods.

#### Task 2 – Norman Tomorrow – Where do we want to go?

This process was designed to review the vision and future land use opportunities, or constraints and develop goals and principles based on community engagement and understanding where we are today.

#### Task 3 – Norman Tomorrow – How do we get there?

This process was designed to develop Plan Elements for the various included master plans, utilizing the overarching goals and principles to define the program and design of the city and outline the specific plan elements and systems that to guide the City's future, thus creating a cohesive strategy across the city and departments, and for all of the included individual masterplans.

Through the RFP process, a team consisting of seven City Staff members and two citizen members selected RDG Planning & Design, Inc. Contract K-2324-46 with RDG was approved by City Council on July 25, 2023. The final scope included all of the proposed individual master plans except that it was determined that the City did not require a Sanitation Master Plan update at this time. Thereafter, and on September 26, 2023, K-2324-46 was amended to include services for the creation of a Parks Recreation and Trails Master Plan, again bringing the total number of included master plans to seven.

An Ad Hoc Steering Committee to work with the City and its consultants in creating the "Area and Infrastructure Master Plan" ("AIM Norman") was originally appointed by Resolution R-2324-52 on August 22, 2023, and its membership and procedures finalized by Amendment 1 to R-2324-52 on November 14, 2023. The Steering Committee, and its appointed individual Sub-Committees for Housing, Stormwater, Water/Wastewater, Transportation, and Parks, have worked tirelessly since then in order to offer input and guidance on the creation of the seven AIM Norman master plans now submitted for the City Council's review and consideration.

With these seven plans, two sets of code revisions by ordinance are also brought for consideration and review. These ordinances are proposed in order to implement amendments that will primarily: (a) revise and redefine terms relating to former master plans in order to ensure consistency with the AIM Norman plans; and (b) set forth the very first incremental code

amendments incorporating elements of the AIM Norman plans. In some cases, incorrect numberings or other errors and inconsistencies in these provisions are addressed along with the more substantive changes.

## **DISCUSSION:**

Ordinance No. O-2425-31 amends sections of Chapters 20 and 30 of the Norman Municipal Code. The primary purpose of these amendments is to address the transition period between the adoption of the new AIM Norman Comprehensive Plan and the revision of the Zoning Ordinance and Subdivision Regulations within the municipal code. These amendments chiefly address language referencing or relating to Norman's Comprehensive Plan(s).

Per these amendments, the definition for "Comprehensive Plan" will be amended to refer to the AIM Norman Comprehensive Plan, which collectively includes the seven individual master plans. Additionally, sub-definitions for each individual master plan have been included as follows:

- "Land Use Plan" which refers to the AIM Norman Comprehensive Land Use Plan;
- "Transportation Plan" which refers to the 2025 Comprehensive Transportation Plan Update;
- "Wastewater Master Plan";
- "Water Utility Master Plan";
- "Parks Master Plan," which refers to the Parks, Recreation & Culture Master Plan;
- "Housing Plan," which refers to the Housing Strategy Plan; and
- "Stormwater Master Plan," which refers to the Stormwater Master Plan Update.

Various references to previous Transportation, Parks and Land Use Plans are also updated within this ordinance. Section 20-1910 of the code previously utilized language taken directly from the previous Land Use Plan. The language is amended to now refer to areas compatible with the AIM Norman Comprehensive Plan.

Additionally, this ordinance implements an amendment to Section 30-105 ("Relation to Zoning"), adding a reference to the Comprehensive Plan which matches language already found in 30-301 ("The Preliminary Plat – General). However, where the Subdivision Code or Zoning Ordinance already directly address and allow (or do not allow) a particular manner or element of development, the more specific provisions of the Municipal Code will control under Oklahoma law. City Staff is already in the process of planning comprehensive revisions to the Zoning and Subdivision portions of the City Code in order to more fully implement the Comprehensive Plan therein.

Finally, one substantive change is proposed by this ordinance, in order to implement the first stage of the AIM Norman Comprehensive Plan. Section 30-606, which sets forth an exception to platting requirements allowing Rural Certificates of Survey ("COS") in A-1 and A-2 zoning districts, is being amended to add a specific reference to properties classified as Urban Reserve land use, and requiring those properties, in accordance with the plan, not be subdivided into less than 30-acre lots. City Staff plan to expand the reach of this particular element of the Comprehensive Land Use Plan in future amendments to the Subdivision Code and Zoning Ordinance. Additionally, language has been amended in 30-606 in order to clarify the rural areas available for COS subdivision in accordance with the Comprehensive Plan.

The Planning Commission's consideration of these code amendments was postponed from April 10, 2025 to May 8, 2025, which was also the date that the Planning Commission considered Resolutions adopting the seven AIM Norman Master Plans. At their meeting of May 8, 2025, Planning Commission recommended approval of Ordinance O-2425-31 with a vote of 8-0.

**RECOMMENDATION:**

City Staff recommends adoption of Ordinance O-2425-31, a companion item on this agenda to Ordinance No. O-2425-32 and Resolutions adopting the AIM Norman Comprehensive Plan and its various included Master Plans, implementing amendments to Chapters 20 and 30 of the Norman Municipal Code in order to accommodate the adoption of the AIM Norman Comprehensive Plans.

Staff further recommends the emergency clause also be adopted so that the companion ordinances and AIM Norman Comprehensive Plan (and its seven included Master Plans) be effective at the same time, and in order to avoid delays for application submittals that implicate these items.

## Ordinance No. O-2425-31

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 20 (“LICENSES AND OCCUPATIONS”), SECTION 20-1910 (“PREMISES MAINTAINED”), AND TO SECTIONS THROUGHOUT CHAPTER 30 (“SUBDIVISIONS”) OF THE CODE, IN ORDER TO UPDATE DEFINITIONS, TO UPDATE AND ADD REFERENCES TO THE CITY’S COMPREHENSIVE PLAN, TO REQUIRE A 30-ACRE MINIMUM LOT SIZE FOR RURAL CERTIFICATES OF SURVEY WITH AN URBAN RESERVE LAND USE DESIGNATION, TO UPDATE LANGUAGE TO ENSURE COMPATABILITY WITH THE AIM NORMAN COMPREHENSIVE PLAN AND ITS VARIOUS INCLUDED MASTER PLANS, AND TO CLARIFY OR CORRECT LANGUAGE, INCLUDING FOR ERRORS; DECLARING AN EMERGENCY; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

**§ 1. That Section 20-1910 (“Premises Maintained”) of Article 20 (“Oil, Gas and Mineral Production”) of Chapter 20 (“Licenses and Occupations”), of the Code of the City of Norman shall be amended, and hereafter read, as follows:**

\* \* \*

(c) Any person who owns, operates, maintains, or completes any well as a producer when the well bore is located within 600 feet of any dwelling or business structure or is closer than 600 feet from the centerline of a public roadway shall enclose such well and its tank batteries, by a heavy commercial grade chain-link fence at least six feet high with posts set in concrete with at least three strands of barbed wire secured across the top of the fence around the well and tank batteries. The bottom of the chain-link fence shall have a #9 gauge tension wire running the length of the fence. The maximum opening between the ground and the fence shall be four inches. The fence may be constructed with removable front and side sections built of the same material as the permanent fence. Wells and tank batteries may be fenced separately as long as each separate fence complies with the requirements of this section.

- (1) The well operator shall be responsible for maintaining the fencing in compliance with the requirements of this section.
- (2) Fencing shall not be required on drill sites during initial drilling, completion, or reworking operations as long as 24-hour on-site supervision is provided. However, a secured entrance gate on the access road containing a lock shall be provided. All gates shall be kept locked when the well operator or his employees or agents are not on the



premises. A duplicate set of keys to all required locks shall be provided to the Oil and Gas Inspector, or some other appropriate means of accessibility for City personnel.

- (3) If a dwelling or business structure is constructed within 600 feet of an existing well bore or tank batteries not subject to fencing requirements prior to said construction, the well operator shall then be immediately subject to and come into compliance with all fencing requirements of this section within 60 days of written notification by the building permit holder of issuance of a building permit for said dwelling or business structure unless the well site is located outside the ~~current urban service area as designated on the Comprehensive Plan or any subsequently adopted plans~~ area located between 48<sup>th</sup> Avenue West and 48<sup>th</sup> Avenue East and the fencing requirement is waived in writing by all property owners within 600 feet of the well bore. If the fencing requirements of this section have not been satisfied by the well operator within 60 days after said notification, then the well operator's oil and gas permit for the non-compliant well may be subject to revocation. A certificate of occupancy shall not be issued for said dwelling or business structure until the fencing requirements of this section have been satisfied.

- ~~(4) If a property where an oil well is located changes designation to current urban service area, the well operator must fence according to the requirements of this section any existing well or tank batteries, not previously subject to fencing requirements prior to said change of designation within 60 days of written notification by the moving party behind the change in designation.~~

\* \* \* \*

**§ 2. That Section 30-101 (“Definitions”) of the Code of the City of Norman shall be amended, and hereafter read, as follows:**

The following words, terms, and phrases when used in this chapter, shall have the meanings respectively ascribed to them in this section, except where the context otherwise requires:

\* \* \*

~~*Comprehensive Plan* means the comprehensive development plan for the City which has been officially adopted to provide long range development policies for the City in the foreseeable future and which includes, among other things, the plan for land use, land subdivision, traffic circulation and community facilities, utilities, and drainage facilities.~~

*Comprehensive Plan* means the comprehensive plan of the City of Norman, Oklahoma, which is currently the AIM (Area & Infrastructure Masterplan) Norman Comprehensive Plan adopted June 24, 2025. This Comprehensive Plan is comprised of seven distinct approved plans, or master plans, identified and defined as follows:

(a) *Land Use Plan* means the *AIM Norman Comprehensive Land Use Plan* adopted June 24, 2025;

(b) *Transportation Plan* means the *2025 Comprehensive Transportation Plan Update* adopted June 24, 2025, which updated “Moving Forward,” the 2014 City of Norman Comprehensive Transportation Plan previously in effect;

(c) *Wastewater Master Plan* means the *Wastewater Utility Master Plan* adopted June 24, 2025;

(d) *Water Utility Master Plan* means the *Water Utility Master Plan* adopted June 24, 2025;

(e) *Parks Master Plan* means the *Parks, Recreation & Culture Master Plan* adopted June 24, 2025;

(f) *Housing Plan* means the *Housing Strategy Plan* adopted June 24, 2025; and

(g) *Stormwater Master Plan* means the *Stormwater Master Plan Update* adopted June 24, 2025, and which updated the 2009 Storm Water Master Plan previously in effect.

\* \* \*

*Plat, preliminary*, means a map of a proposed subdivision showing the character and proposed layout of the tract in sufficient detail to indicate the relationship of the proposed development to topography, existing streets, drainage facilities and utilities, existing easements of record, the Comprehensive Plan, including the Transportation Plan, existing urban development and zoning, and to indicate the nature of the land planning design.

\* \* \*

*Rural ~~and suburban~~ area* means ~~all~~ that part of the incorporated area of the City which is ~~not~~ classified as rural or reserve Character Areas ~~in the Comprehensive~~ Land Use Plan ~~for urbanization~~.

\* \* \*

*Urban area(s) generally includes suburban areas and* means ~~all~~ that part of the incorporated area of the City planned for urbanization and which is not designated as rural, protected and sensitive, or reserve Character Areas ~~in the Comprehensive~~ Land Use Plan ~~for urbanization~~.

\* \* \* \*

**§ 3. That Section 30-102 (“Purpose”) of the Code of the City of Norman shall be amended, and hereafter read, as follows:**

\* \* \*

(d) This chapter is designed, intended, and should be administered in a manner to:

(1) Implement the Comprehensive Plan, and all incorporated plans and master plans, in relation to:

- a. The use of land and land use relationships;
- b. The transportation system, including, but not limited to, highways, streets, alleys, bicycle paths, bicycle lanes, sidewalks;
- c. Community facilities including recreational and educational facilities, fire stations, etc.;
- d. The extension or expansion of the sanitary sewer system including adequate easements to accommodate lines and facilities;
- e. The extension or expansion of the water distribution system and the provision of fire hydrants including adequate easements to accommodate lines and facilities;
- f. The appropriate disposition of surface runoff water; and
- g. The accommodation of all other utilities within adequate easements.

\* \* \* \*

**§ 4. That Section 30-105 (“Relation to Zoning”) of the Code of the City of Norman shall be amended, and hereafter read, as follows:**

In order to provide adequate information for evaluation and decision by the Planning Commission and the City Council, and to provide documentation of intent for public record, the following requirements are mandatory:

- (a) A rezoning request which includes any amount of unplatted land shall be accompanied by a preliminary plat of the land in question, and any adjacent land which is 50 percent or more owned or under option to buy by the applicant; provided, however, that any land for which a plat is not required as a prerequisite for a building permit is exempted from this requirement. The preliminary plat shall be submitted for consideration as an agenda item before the Planning Commission simultaneously with the rezoning request.
- (b) In the instance of proposed planned unit developments, as provided in NCC ch. 36, five copies of a site development plan shall also be included with the submission of the preliminary plat when application is made for Planning Commission approval.
- (c) Provided that no final plat may be considered for approval by the City Council until the preliminary plat and proper zoning in terms of density, lot size, and land use has been

approved by the City Council, in accordance with the minimum requirements of the Comprehensive Plan and this Code, regarding the subject property.

**§ 5. That Section 30-401 (“Design Principles”) of the Code of the City of Norman shall be amended, and hereafter read, as follows:**

The quality of design of the City is dependent on the quality of design of the individual subdivisions that compose it. Good community design requires the coordination of the efforts of each subdivider and developer of land within the area. Therefore, the design of each subdivision shall be prepared in accordance with the principles established by the Comprehensive Plan, including those for land use, circulation, community facilities and public utility services and in accordance with the following general principles:

\* \* \* \*

**§ 6. That Section 30-511 (“Street and Alley Improvements”) of the Code of the City of Norman shall be amended, and hereafter read, as follows:**

The subdivider of any subdivision designed to be used for residential, commercial, industrial, or other uses shall lay out, grade, or otherwise improve all streets and alleys that are designated on the approved plat or that directly serve the subdivision in compliance with the standards and specifications of this Code and in compliance with the following provisions:

(a) Streets and alleys in the urban area shall be laid out, graded and otherwise improved as specified in the applicable standards and specifications governing such construction. Such street layout and all improvement shall be done under the supervision of the Public Works Department and shall be subject to inspection and approval in accordance with the standards and specifications of this Code.

(b) Street right-of-way and pavement widths shall comply with all of the elements of the Comprehensive Plan, including the Transportation Plan, and the regulations relating thereto. The paving design of ~~the~~ an intersection ~~of~~ with any new street with a State or federal highway designation shall be approved by the State Department of Transportation.

**§ 7. That Section 30-606 (“Exception to Allow Norman Rural Certificates of Survey as Plats in A-1 and A-2 Zoning Districts”) of the Code of the City of Norman shall be amended, and hereafter read, as follows:**

(a) For properties located in the reserve and rural areas of Norman, as identified in the Comprehensive Plan, including the Land Use Plan, ~~it~~ is the purpose of this exception to allow lots of ten acres or more (or where designated as Urban Reserve land use, lots of thirty acres or more) to be developed and sold adjacent to public or private roadways in the A-1 and A-2 Agricultural Districts; however, private roadways should be constructed and maintained in such a manner that said roadways may be traversed and used by police, fire and other official vehicles of all municipal,

county, State and federal agencies. Lots created under this process shall be designated as "City rural certificate of survey subdivisions" and may be permitted under the following procedures:

\* \* \* \*

**§ 8. That Section 30-607 ("Exception to Exclude Section Line Roads from Residential Estate Plats or Rural Cluster Developments Under Specified Conditions") of the Code of the City of Norman shall be amended, and hereafter read, as follows:**

The purpose of this section is to allow owners of RE or Rural Cluster Planned Unit Development zoned lands to exclude the improvement of section line roads when the following requirements are met:

- (a) No lot within the subdivision obtains direct access to the section line road;
- (b) The subdivision includes the dedication of the required right-of-way along the section line road in accordance with the Comprehensive Plan, including the Transportation Plan;
- (c) The section line road has been previously opened by the City, County or State as a section line road; and
- (d) The section line road is a passable all-weather road, graded for drainage, has acceptable borrow ditches for drainage and is in a good State of repair constructed to the minimum design standard for section line roads adjacent to such subdivisions.

**§ 9. That Section 30-705 ("Suitability of Land") of the Code of the City of Norman shall be amended, and hereafter read, as follows:**

Any land to be dedicated for public park purposes to meet the requirements of this article shall be reasonably located and adaptable for use as an active neighborhood public park and recreation facility. Such determination shall be made by the Board of Park Commissioners, whose decision may be appealed to the City Council. Factors to be used in evaluating the adequacy of the proposed public park and recreation areas include, but are not limited to, the following:

- (a) *Unity*. The dedicated land should form a single parcel or tract of land at least five acres in size unless the Board of Parks Commissioners determined that a smaller tract would be in the public interest, or that additional contiguous land will be reasonably available for dedication to or purchase by the City.
- (b) *Shape*. The shape of the parcel or tract of land to be dedicated should be appropriate for public parks and recreation purposes.
- (c) *Access*. Public access to public park land delineated on a preliminary plat shall be ensured by provision of at least 50 feet of street frontage, in a manner satisfactory to the Board of Parks Commissioners. At the time the land abutting the delineated areas

is developed, the subdivider of such abutting land shall furnish and pay for paving all abutting street frontage and shall provide water and sewer access to the boundary of one side of the delineated area to meet minimum requirements as determined by the Public Works Department.

- (d) *Topography*. The land to be dedicated to meet the requirement of this article should be suitable for public parks and recreation activities. In that regard 50 percent of the dedicated land area should not exceed five percent grade. The Parks Master Plan and ~~Recreation Department's five-year plan and the general plan~~ Comprehensive Plan for the City shall be considered when evaluating land proposals for dedication.

**§ 10. EMERGENCY SECTION (requiring 2/3 majority for passage to be voted on separately).** That in the judgement of the Council of the City of Norman, it is necessary for the immediately preservation of the peace, health, and safety of the citizens of Norman that this Ordinance become effective prior to the time an ordinary ordinance will become effective, thereby declaring an emergency so that this ordinance will become effective immediately.

**§ 11. 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.

ADOPTED this \_\_\_\_\_ day  
of \_\_\_\_\_, 2025.

NOT ADOPTED this \_\_\_\_\_ day  
of \_\_\_\_\_, 2025.

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

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

ATTEST:

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

**File Attachments for Item:**

6. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2425-32 UPON FIRST READING BY TITLE:  
AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTIONS THROUGHOUT CHAPTER 36 ("ZONING") OF THE CODE, IN ORDER TO UPDATE DEFINITIONS, TO UPDATE AND ADD REFERENCES TO THE CITY'S COMPREHENSIVE PLAN, TO UPDATE LANGUAGE TO ENSURE COMPATABILITY WITH THE AIM NORMAN COMPREHENSIVE PLAN AND ITS VARIOUS INCLUDED MASTER PLANS, AND TO CLARIFY OR CORRECT LANGUAGE, INCLUDING FOR ERRORS; DECLARING AN EMERGENCY; AND PROVIDING FOR THE SEVERABILITY THEREOF.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 6/10/2025

**REQUESTER:** City of Norman

**PRESENTER:** Elisabeth Muckala, Assistant City Attorney

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### BACKGROUND:

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- Comprehensive Land Use Plan;
- Housing Market Analysis and Affordability Strategy;
- Comprehensive Transportation Plan Update;
- Stormwater Master Plan Update;
- Water Hydraulic Modeling Update;
- Wastewater Master Plan; and
- Sanitation Master Plan.

The citywide proposal sought to develop an all-encompassing vision for the community that can be supported by all. To facilitate this objective, the City of Norman planned to update its Comprehensive Transportation Plan, Stormwater Master Plan, Water Hydraulic Modeling, and develop Wastewater and Sanitation Master Plans to ensure improvements to the City's



infrastructure align with the vision and policies of the new Comprehensive Plan, including the Comprehensive Land Use Plan. The technical lead of the Comprehensive Land Use Plan is Jane Hudson, Director of Planning and Community Development.

As set forth in the RFP, Public Engagement was designed to address three key tasks:

#### Task 1 – Norman Today – Where are we now?

This process was designed to consist of review of background documents, economic and development trends, hazard mitigation and environmental constraints, land use inventory and urban design, transportation, public facilities and infrastructure, and housing and neighborhoods.

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This process was designed to develop Plan Elements for the various included master plans, utilizing the overarching goals and principles to define the program and design of the city and outline the specific plan elements and systems that to guide the City's future, thus creating a cohesive strategy across the city and departments, and for all of the included individual masterplans.

Through the RFP process, a team consisting of seven City Staff members and two citizen members selected RDG Planning & Design, Inc. Contract K-2324-46 with RDG was approved by City Council on July 25, 2023. The final scope included all of the proposed individual master plans except that it was determined that the City did not require a Sanitation Master Plan update at this time. Thereafter, and on September 26, 2023, K-2324-46 was amended to include services for the creation of a Parks Recreation and Trails Master Plan, again bringing the total number of included master plans to seven.

An Ad Hoc Steering Committee to work with the City and its consultants in creating the "Area and Infrastructure Master Plan" ("AIM Norman") was originally appointed by Resolution R-2324-52 on August 22, 2023, and its membership and procedures finalized by Amendment 1 to R-2324-52 on November 14, 2023. The Steering Committee, and its appointed individual Sub-Committees for Housing, Stormwater, Water/Wastewater, Transportation, and Parks, have worked tirelessly since then in order to offer input and guidance on the creation of the seven AIM Norman master plans now submitted for the City Council's review and consideration.

With these seven plans, two sets of code revisions by ordinance are also brought for consideration and review. These ordinances are proposed in order to implement amendments that will primarily: (a) revise and redefine terms relating to former master plans in order to ensure consistency with the AIM Norman plans; and (b) set forth the very first incremental code amendments incorporating elements of the AIM Norman plans. In some cases, incorrect numberings or other errors and inconsistencies in these provisions are addressed along with the more substantive changes.

## DISCUSSION:

Ordinance No. O-2425-32 amends several sections of Chapter 36 of the Norman Municipal Code, Norman's Zoning Ordinance. The primary purpose of these amendments is to address the transition period between the adoption of the new AIM Norman Comprehensive Plan and the revision of the Zoning Ordinance and Subdivision provisions of the municipal code. These amendments chiefly address language referencing or relating to Norman's Comprehensive Plan(s).

Per these amendments, the definition for "Comprehensive Plan" will be amended to refer to the AIM Norman Comprehensive Plan, which collectively includes the seven individual master plans. Additionally, sub-definitions for each individual master plan have been included as follows:

- "Land Use Plan" which refers to the AIM Norman Comprehensive Land Use Plan;
- "Transportation Plan" which refers to the 2025 Comprehensive Transportation Plan Update;
- "Wastewater Master Plan";
- "Water Utility Master Plan";
- "Parks Master Plan," which refers to the Parks, Recreation & Culture Master Plan;
- "Housing Plan," which refers to the Housing Strategy Plan; and
- "Stormwater Master Plan," which refers to the Stormwater Master Plan Update.

Various references to previous Transportation and Land Use Plans are also updated within this ordinance. In 36-513 and 36-545, the code previously utilized language taken directly from the previous Land Use Plan. The language is amended to now refer to areas compatible with the AIM Norman Comprehensive Plan. 36-538 ("Northern Community Separator Overlay District") was an overlay created in direct response to the adoption of the previous Land Use Plan. This ordinance strikes and reserves the entire section, as it no longer has a Comprehensive Plan counterpart.

Additionally, this ordinance implements amendments in two sections (36-560 concerning Special Uses and 36-571 concerning Zoning Amendments) where the Comprehensive Plan should be considered in making decisions under these sections. While these two references are new, a similar reference has always been found in 36-509 (concerning the Planned Unit Development, PUD, District). Further, adding references to the Comprehensive Plan is consistent with the legal standard for these kinds of decisions historically. When considering re-zonings, including PUDs/SPUDs and Special Uses, the City Council should avoid unreasonable or arbitrary action and make determinations based upon the best interests of the public health, safety, morals and general welfare. The Comprehensive Plan is, itself, adopted based upon these very principles. Including a direct reference to the Comprehensive Plan in the code language will signal to prospective applicants that City Staff will be referencing relevant Comprehensive Plan elements in future staff reports for these items, guiding City Council in considering an application's compatibility, or lack of compatibility, with the Comprehensive Plan, as allowed by state law. However, where the Zoning Ordinance already directly addresses and allows (or does not allow) particular development or uses, the more specific provisions of the Zoning Ordinance will control under Oklahoma law. For that reason, City Staff is already in the process of planning

comprehensive revisions to the Zoning and Subdivision portions of the City Code in order to more fully implement the Comprehensive Plan therein.

Finally, a last set of changes, found in two places (36-510 and 36-533), corrects mis-numberings that have been noted by City Staff since the code was re-codified and renumbered in February of 2023.

The Planning Commission's consideration of these code amendments was postponed from April 10, 2025 to May 8, 2025, which was also the date that the Planning Commission considered Resolutions adopting the seven AIM Norman Master Plans. At their meeting of May 8, 2025, Planning Commission recommended approval of Ordinance O-2425-32 with a vote of 8-0.

#### **RECOMMENDATION:**

City Staff recommends adoption of Ordinance O-2425-32, a companion item on this agenda to Ordinance No. O-2425-31 and Resolutions adopting the AIM Norman Comprehensive Plan and its various included Master Plans, implementing amendments to Chapter 36 of the Norman Municipal Code in order to accommodate the adoption of the AIM Norman Comprehensive Plans, and correct errors.

Staff further recommends the emergency clause also be adopted so that the companion ordinances and AIM Norman Comprehensive Plan (and its seven included Master Plans) be effective at the same time, and in order to avoid delays for application submittals that implicate these items.

## Ordinance No. O-2425-32

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTIONS THROUGHOUT CHAPTER 36 (“ZONING”) OF THE CODE, IN ORDER TO UPDATE DEFINITIONS, TO UPDATE AND ADD REFERENCES TO THE CITY’S COMPREHENSIVE PLAN, TO UPDATE LANGUAGE TO ENSURE COMPATABILITY WITH THE AIM NORMAN COMPREHENSIVE PLAN AND ITS VARIOUS INCLUDED MASTER PLANS, AND TO CLARIFY OR CORRECT LANGUAGE, INCLUDING FOR ERRORS; DECLARING AN EMERGENCY; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

**§ 1. That Section 36-101 (“Definitions”) of the Code of the City of Norman shall be amended, and hereafter read, as follows:**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

\* \* \*

*Commercial land use* means any public or private use allowed within the CO, C-1, C-2, C-3, CR, or TC zoning districts of the City.

*Comprehensive Plan* means the comprehensive plan of the City of Norman, Oklahoma, which is currently the AIM (Area & Infrastructure Masterplan) Norman Comprehensive Plan adopted June 24, 2025. This Comprehensive Plan is comprised of seven distinct approved plans, or master plans, identified and defined as follows:

(a) *Land Use Plan* means the *AIM Norman Comprehensive Land Use Plan* adopted June 24, 2025;

(b) *Transportation Plan* means the *2025 Comprehensive Transportation Plan Update* adopted June 24, 2025, which updated “Moving Forward,” the 2014 City of Norman Comprehensive Transportation Plan previously in effect;

(c) *Wastewater Master Plan* means the *Wastewater Utility Master Plan* adopted June 24, 2025;

(d) *Water Utility Master Plan* means the *Water Utility Master Plan* adopted June 24, 2025;

(e) *Parks Master Plan* means the *Parks, Recreation & Culture Master Plan* adopted June 24, 2025;

(f) *Housing Plan* means the *Housing Strategy Plan* adopted June 24, 2025; and

(g) *Stormwater Master Plan* means the Stormwater Master Plan Update adopted June 24, 2025, and which updated the 2009 Storm Water Master Plan previously in effect.

*Cooking facilities* means an installed oven and/or countertop cooking surface.

\* \* \* \*

**§ 2. That Section 36-301 (“Definitions”) of the Code of the City of Norman shall be amended, and hereafter read, as follows:**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Commercial district* means any C-1, Local Commercial; C-2, General Commercial; and C-3, Intensive Commercial District established under the provisions of NCC 36-V.

*Industrial district* means any I-1, Light Industrial; I-2, Heavy Industrial; or M-1, Restricted Industrial District established under the provisions of NCC 36-V.

*Major arterial* means any street so designated on the ~~official major street p~~Transportation Plan of the City.

*Major street or highway* means any street or highway so designated on the ~~official major street p~~Transportation Plan of the City.

*Secondary thoroughfare* means any street so designated on the ~~major street p~~Transportation Plan of the City.

**§ 3. That Section 36-302 (“Major Streets and Highways Plan Adopted”) of the Code of the City of Norman shall be amended to “36-302 Transportation Plan Adopted”, and shall hereafter read as follows:**

(a) The ~~Norman Area Major Streets and Highways Plan~~2025 Comprehensive Transportation Plan Update (“Transportation Plan”), adopted by the City Council ~~October 23, 1980~~June 24, 2025, (as part of the AIM Norman Comprehensive Plan ~~Document~~), is hereby incorporated into the Code of the City, with the same force and effect as if fully set out in this subsection.

(b) The ~~major streets and highways p~~Transportation Plan shall not become effective until at least three copies thereof have been filed in the office of the City Clerk for examination by the public.

**§ 4. That Section 36-501 (“Citation”) of the Code of the City of Norman shall be amended, and hereafter read, as follows:**

This chapter is adopted in pursuance of the authority granted by the Charter of the City, article XIX, sections 1 through 4 and is in exercise of that authority. It is founded upon and implements the Comprehensive Plan and all incorporated master plans including but not limited to the Land Use Plan, and as any are amended, and shall be construed in connection therewith. It shall be known as the zoning ordinance of the City and may be so cited.

**§ 5. That Section 36-509 (“PUD, Planned Unit Developments”) of the Code of the City of Norman shall be amended, and hereafter read, as follows:**

(a) *Statement of purpose.* 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:

- (1) A maximum choice in the types of environment and living units available to the public.
- (2) 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.
- (3) Maximum enhancement and minimal disruption of existing natural features and amenities.
- (4) Comprehensive and innovative planning and design of diversified developments which are consistent with the ~~City's long range plan~~ **Comprehensive Plan, including the Land Use Plan**, and remain compatible with surrounding developments.
- (5) More efficient and economic use of land resulting in smaller networks of utilities and streets, thereby lowering costs.
- (6) 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.

\* \* \* \*

**§ 6. That Section 36-510 (“SPUD, Simple Planned Unit Developments”) of the Code of the City of Norman shall be amended, and hereafter read, as follows:**

(a) *General description.* The SPUD, Simple Planned Unit Development is a special zoning district that provides an alternate approach to the conventional land use controls and to a PUD, Planned Unit Development to maximize the unique physical features of a particular site and produce unique, creative, progressive, or quality land developments.

- (1) The SPUD may be used for particular tracts or parcels of land that are to be developed, according to a SPUD narrative and a development plan map, and consist of ~~tains~~ less than five (5) acres.
- (2) The SPUD is subject to review procedures by Planning Commission and adoption by City Council.

(b) *Statement of purpose.* 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 ~~e~~Comprehensive ~~p~~Plan, including the Land Use Plan ~~of record~~. In addition, the SPUD provides for the following:

- (1) Encourage efficient, innovative use of land in the placement and/or clustering of buildings in a development and protect the health, safety and welfare of the community.
- (2) Contribute to the revitalization and/or redevelopment of areas where decline of any type has occurred. Promote infill development that is compatible and harmonious with adjacent uses and would otherwise not be an area that could physically be redeveloped under conventional zoning.
- (3) Maintain consistency with the City's zoning ordinance, and other applicable plans, policies, standards and regulations on record, including the Comprehensive Plan.

- (4) Approval of a zone change to a SPUD adopts the master plan prepared by the applicant and reviewed as a part of the application. The SPUD establishes new and specific requirements for the amount and type of land use, residential densities, if appropriate, development regulations and location of specific elements of the development, such as open space and screening.

\* \* \*

(e) *Criteria for review and approval.*

- (1) The applicant should be prepared to provide amenities and services that may not be required or possible under the current conventional zoning. Review and approval of a SPUD is, therefore, a process of negotiation between the City government and the applicant to achieve the intent and purpose of the regulations of the eComprehensive pPlan, including the Land Use Plan, ~~of record~~ while maintaining/establishing compatible uses abutting one another.
- (2) The following factors should be specifically included as review criteria for the evaluation of a SPUD application. Other factors not listed herein may also be considered in the review process in order to respond to specific design and land use proposals.
  - a. The proposed SPUD shall be designed to provide for the unified development of the area in accordance with the spirit and purpose of the adopted eComprehensive pPlan, including the Land Use Plan, ~~of record~~ and the land uses and zoning districts adjacent to said proposal.
  - b. Density, land use, and intensity will be based on the SPUD narrative and development plan map and be in conformance with the eComprehensive pPlan, including the Land Use Plan~~of record~~.
  - c. Location and type of housing shall be established in a general pattern and shown on the development plan map and outlined in the narrative as supporting documentation.
  - d. Minimum design and construction standards for streets and alleys shall meet the requirements adopted in the subdivision regulations or other policies on record.

\* \* \*

- (h) *Application procedures.* The application procedures for the SPUD shall follow the procedures listed in NCC 36-509(~~bd~~).



(i) *Submission requirements.* The submission requirements for the SPUD shall follow the requirements listed in NCC 36-509~~(ee)~~.

(j) *Revocation.* The revocation of a SPUD shall follow the procedure listed in NCC 36-509~~(ef)~~.

\* \* \* \*

**§ 7. That Section 36-513 (“RE, Residential Estate Dwelling District”) of the Code of the City of Norman shall be amended, and hereafter read, as follows:**

(a) Purpose. This district is established to provide for a low population density in the ~~Suburban Residential Growth~~Rural Character Area as reflected in the ~~Comprehensive~~-Land Use Plan. The principal use of land is for single-family detached dwellings and related recreational, religious, and educational facilities. These areas are intended to be defined and protected from encroachment by uses which are incompatible with a residential environment.

\* \* \* \*

**§ 8. That Section 36-531 (“M-1, Restricted Industrial District”) of the Code of the City of Norman shall be amended, and hereafter read, as follows:**

(a) *Description and purpose.* The M-1, Restricted Industrial District is intended to provide an environment exclusively for and conducive to the development and protection of modern administrative facilities, office buildings, research institutions, specialized manufacturing plants, warehouse and similar enterprises that are conducted so the noise, odor, smoke, dust, vibration, heat, and glare of each operation is completely confined within an enclosed building. Buildings in this district should be architecturally attractive and surrounded by landscaped yards. Particular attention should be given to integrating uses and the design of buildings on the periphery of the district with uses in adjacent districts. Enterprises operating in this district may require direct access to rail, air, or street transportation facilities; however, the size and volume of raw materials, partially processed or finished products involved with each industrial activity should not produce the volume of freight generated by the uses of light or heavy industrial districts. Surface transportation routes servicing M-1, Restricted Industrial Districts should not bisect residential areas and should include only arterial streets and highways as designated ~~on the major street in the Transportation p~~Plan of the City.

\* \* \* \*

**§ 9. That Section 36-533 (“FH, Flood Hazard District”) of the Code of the City of Norman shall be amended, and hereafter read, as follows:**

\* \* \*

~~(ad)~~ *Identification, establishment and amendment of the district.*

(1) *Flood hazard lands governed by this section.* The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and

engineering report entitled, "The Flood Insurance Study for Cleveland County, Oklahoma and Incorporated areas" dated January 15, 2021, as may be updated time to time by letters of map change adopted by City Council, with accompanying flood insurance rate maps (FIRM) are hereby adopted by reference and declared to be a part of this chapter. This flood insurance study, with its accompanying FIRM, also known as the official flood hazard district maps, are hereby adopted by reference and declared to be part of this chapter and may be amended or revised from time to time by the City Council according to procedures established by FEMA. The official flood hazard district maps shall be placed on file with the City Clerk and copies shall be maintained in the Planning and Community Development Department and the Public Works Department for public review.

\* \* \*

**(be)** *Land uses.*

- (1) *Uses allowed without a floodplain permit.* The uses listed below having a low flood-damage potential and posing little obstruction to flood flows, if allowed in the underlying district, shall be allowed, provided they do not require structures, fill or storage of materials or equipment. In addition, no use shall adversely affect the efficiency or restrict the capacity of the channels or floodways of any tributary to the main stream, drainage ditch, or any other drainage facility or system.

\* \* \*

**(ef)** *Floodplain permit administration.*

\* \* \*

- (5) *Approval or denial.* Approval or denial of a floodplain permit request, as required by subsection (e)(4)a and b of this section, by the Floodplain Permit Committee shall be based on all of the provisions of this chapter and the following relevant factors:

- a. The danger to life and property due to flooding or erosion damage;
- b. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
- c. The danger that materials may be swept onto other lands to the injury of others;
- d. The compatibility of the proposed use with existing and anticipated development;
- e. The safety of access to the property in times of flood for ordinary and emergency vehicles;

- f. The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
- g. The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
- h. The necessity to the facility of a waterfront location, where applicable;
- i. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
- j. The relationship of the proposed use to the City's adopted Comprehensive Plan, including the ~~h~~Land ~~u~~Use ~~p~~Plan, for that area.

\* \* \* \*

**§ 10. That Section 36-538 (“Northern Community Separator Overlay District”) of the Code of the City of Norman shall be stricken and reserved, as follows:**

**[Reserved]**

~~(a) Purpose. It is the purpose of this chapter to:~~

- ~~(1) Implement the Comprehensive Plan;~~
- ~~(2) Provide a visual separation and buffer between the City of Norman and the City of Oklahoma City and unincorporated Cleveland County;~~
- ~~(3) Maintain a rural, open space character in the area; and~~
- ~~(4) To protect the Little River watershed.~~

~~(b) Identification and establishment of district. The Northern Community Separator District is hereby created within the City as depicted on the Northern Community Separator District Map, dated November 16, 2004, and attached hereto. The Northern Community Separator District includes lands lying between the City of Norman and the City of Oklahoma City and portions of unincorporated Cleveland County. It is situated between Broadway Avenue and 72nd Avenue NE, extending north of Franklin Road to Indian Hill Road. Currently, the area is generally undeveloped or in agricultural use, with some very low density residential development. The area is designated Country Residential and Floodplain in the Comprehensive Plan. Because of its unusual physical and visual sensitivity, it is also designated as a Special Planning Area in the plan.~~

~~(c) Applicability. The provisions of this NCC 36-536 shall apply to all properties and all development located within the Northern Community Separator District within the boundaries of the City. The use and area regulations of the underlying A-2, Rural Agricultural District (NCC 36-~~

~~512) shall continue to apply as relevant to all properties except to the extent they conflict with the provisions of this NCC 36-536.~~

~~(d) *Parcels and lots located partially or wholly within floodplain.* Transfer of Permitted Development Density. Any parcel or lot within the Northern Community Separator District, a portion of which is located wholly or partially within the floodplain of the Little River or its tributaries shall comply with the transfer of density and other requirements provided in NCC 36-533(d)(8) of the flood hazard district.~~

~~(e) *Building setbacks from Indian Hill Road.*~~

~~(1) *Minimum setbacks.* All buildings or structures shall set back a minimum distance of 400 feet from the center line of Indian Hill Road. No development shall be allowed in this setback area except, as provided in this NCC 36-536. This setback area shall be subject to a platted building line or other protective mechanism in a form acceptable to the City to ensure that it remains undeveloped.~~

~~(2) *Existing structures.* Existing legally conforming structures or buildings within the 400-foot setback may be expanded a total of 1,000 square feet or 25 percent in square footage, whichever is larger, notwithstanding any noncompliance with the provisions of this section.~~

~~(3) *Administrative adjustments.* In cases in which the physical dimensions or configuration of a legal lot filed of record as of the date of this chapter (November 16, 2004) prevent compliance with the provisions of this section, or the application of the requirements of this section in combination with application with other regulations contained in NCC 36-533, FH, Flood Hazard District or other provisions of NCC ch. 36 may result in intrusion into the floodplain or other sensitive natural areas, the Director of Planning and Community Development shall have the authority to modify the setback requirements of this section by up to 20 percent.~~

~~(f) *Access/driveway location standards.* For the purpose of reducing proliferation of visually intrusive driveways or access roads in the Indian Hill Road building setback area required above, to the maximum extent practicable, access to lots and parcels in the district shall be from roads running north and south (including Broadway, Porter Avenue, 12th Avenue NE, 24th Avenue NE, 36th Avenue NE, 48th Avenue NE, 60th Avenue NE, 72nd Avenue NE, and any north-south public road constructed in the future), not Indian Hill Road. Where access from Indian Hill Road is the only practicable alternative, common driveways shall be used to serve multiple lots. To facilitate the use of common driveways, the Director of Planning and Community Development shall have authority to modify the lot width and related regulations set forth in NCC 36-512(d)(4) of the A-2, Rural Agricultural District.~~

~~Northern Community Separator Area Map~~

[Image Stricken]

**§ 11. That Section 36-545 (“Communication Facilities”) of the Code of the City of Norman shall be amended, and hereafter read, as follows:**

\* \* \*

(d) *Television and radio transmission towers.*

(1) *Zoning.* Television and radio transmission towers are permitted on private property only as a special use granted by the City Council in the A-2 zoning district and outside of the ~~current and future urban services~~ area contained between 48<sup>th</sup> Avenue West and 48<sup>th</sup> Avenue East ~~as described on the most recent enactment of the City land use plan~~, in accordance with NCC 36-560. Because of the potential visual impact of all transmission towers, the notification area for the special use required by NCC 36-560 shall be increased to include all property owners within one-half mile from the applicant's property. Towers in excess of 200 feet in height must be located at least one mile from any subdivision filed of record and served by public water and sewer systems.

\* \* \* \*

**§ 12. That Section 36-547 (“Exterior Appearance”) of the Code of the City of Norman shall be amended, and hereafter read, as follows:**

(a) All new construction after October 28, 2005, must include masonry facades as outlined below. These requirements shall apply to all principal structures and accessory buildings larger than 108 square feet. For the purposes of this section, the term "masonry materials" means and includes brick, slump-faced or decorative concrete masonry unit (CMU), stucco, concrete (poured in place, pre-cast or tilt-wall) with aggregate, sandblasted or textured coating finish, stone, rock or other structural material of equal durability and architectural effect. Smooth-faced CMU, except as accent to approved finish material, shall not be installed on any commercial facade or the principal facade of any industrial building.

(1) *Buildings requiring masonry on all sides.* All buildings constructed on property zoned O-1, CO, C-1, C-2, and C-3, according to the City's official zoning map, shall have all exterior walls constructed using masonry material covering at least 80 percent of said walls, exclusive of all windows, doors, roofs, glass, or sidewalk and walkway covers.

(2) *Buildings requiring masonry along street frontage only.* All buildings constructed on property zoned I-1, I-2, or M-1, according to the City's official zoning map, shall have all principal facades (which is any side of a building that faces or is oriented toward any abutting street) constructed using masonry material covering at least 80 percent of said walls, exclusive of all windows, doors, roofs, glass, or sidewalk and walkway covers. This provision shall apply only to those structures adjacent to any State

highway or an urban arterial as identified on the Comprehensive Plan, including the Transportation Plan, as amended or replaced with subsequent plans, and to any industrial lot abutting any zoning district other than industrial. This provision shall not apply to lots of record as of the date of adoption of the ordinance from which this chapter is derived if a building permit is obtained within one year after the effective date of the ordinance from which this article is derived, September 27, 2005.

- (3) *Buildings within any PUD.* Any commercial or nonresidential use within a planned unit development shall have all exterior walls constructed using masonry material covering at least 80 percent of said walls, exclusive of all windows, doors, roofs, glass, or sidewalk and walkway covers, unless waived by the City Council when the PUD is approved.
- (4) *Special uses.* Any institutional or nonresidential special use in any zoning district shall have all exterior walls constructed using masonry material covering at least 80 percent of said walls, exclusive of all windows, doors, roofs, glass, or sidewalk and walkway covers, unless waived by the City Council as part of the approval.

\* \* \* \*

**§ 13. That Section 36-560 (“Special Uses”) of the Code of the City of Norman shall be amended, and hereafter read, as follows:**

Any use designated as a special use under any zoning district is not appropriate for each and every parcel of land which is included in the pertinent zoning district. However, upon review, the City Council may determine that one or more special uses should be approved for a specific parcel of land. Such approval, by ordinance duly adopted by the City Council, may come after a public notice and a hearing by the Planning Commission. Any such approval may be made conditional on the subject parcel of land meeting and maintaining specific requirements and/or conditions.

\* \* \*

(b) *Review and evaluation criteria.* The Planning Commission shall review and evaluate any special use proposal and recommend to the City Council using the following criteria:

- (1) Conformance with applicable regulations and standards established by this article.
- (2) Compatibility with existing or permitted uses on abutting sites, in terms of building height, bulk and scale, setbacks and open spaces, landscaping and site development, and access and circulation features.
- (3) Compatibility (or lack thereof) with the applicable Comprehensive Plan, including the Land Use Plan.

(34) Potentially unfavorable effects or impacts on other existing or permitted uses on abutting sites, to the extent such impacts exceed those which reasonably may result from use of the site by a permitted use. (Note: Throughout this section, the term "permitted use" means any use authorized as a matter of right under the applicable zoning district.)

(45) Modifications to the site plan which would result in increased compatibility, or would mitigate potentially unfavorable impacts, or would be necessary to conform to applicable regulations and standards and to protect the public health, safety, morals, and general welfare.

(56) Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed special use and other uses authorized and anticipated in the area, considering existing zoning and land uses in the area.

(67) That any conditions applicable to approval are the minimum necessary to minimize potentially unfavorable impacts on nearby uses and to ensure compatibility of the proposed special use with existing or permitted uses in the surrounding area.

(c) *Planning commission hearing and recommendation.* The Planning Commission shall hold a public hearing on each application for a special use. Public notification requirements shall be the same as a rezoning procedure. At the public hearing, the Commission shall review the application and shall receive public comments concerning the proposed use and the proposed conditions under which it would be operated or maintained. The Planning Commission may recommend that the City Council establish conditions of approval. Conditions may include, but shall not be limited to, requirements for special yards, open spaces, buffers, fences, walls, and screening; requirements for installation and maintenance of landscaping and erosion control measures; requirements for street improvements and dedications, regulation of vehicular ingress and egress, and traffic circulation, regulation of signs; regulation of hours or other characteristics of operation; and such other conditions as the Commission may deem necessary to ensure compatibility with surrounding uses, this Zoning Ordinance, the Comprehensive Plan, and to preserve the public health, safety, and welfare.

(d) *City Council approval.* Granting a special use shall be considered a privilege bestowed by the City Council for a specific use at a specific location. Special uses may be granted by the City Council with such requirements and/or conditions, as the Council deems appropriate, and as described in subpart (c). Such requirements and/or conditions shall be continually complied with by the applicant and his successors and assigns. At the time of issuance of a certificate of occupancy for the initial operation of a special use, the City shall cause the property legal description and conditions of approval established by the City Council to be filed in the Tract Index of the County Clerk's office. Prior to such filing, the applicant shall be afforded an opportunity to review the instrument to be filed, for correctness.

\* \* \* \*



**§ 14. That Section 36-571 (“Amendments”) of the Code of the City of Norman shall be amended, and hereafter read, as follows:**

Not all requested zoning amendments are appropriate for the subject parcel or area of land. However, upon review, the City Council may determine that a zoning amendment or reclassification may be appropriate for a specific parcel or area of land. Such approval, by ordinance duly adopted by the City Council, may come after a public notice and a hearing by the Planning Commission. Any such approval shall take into account those facts and circumstances necessary to confirm consistency with applicable regulations and standards designed to protect the public health, safety, morals, and general welfare, including the Comprehensive Plan and the Land Use Plan.

(a) *Pre-development meeting.* When a formal application is filed that would amend the ~~Comprehensive~~ Land Use Plan, rezone any parcel larger than 40 acres, or grant a special use on a tract, or allow for the issuance of a construction permit for a new commercial communication tower (cell tower), a pre-development informational meeting must be held before the item can be considered by the Planning Commission. Any applicant contemplating rezoning of any parcel containing less than 40 acres may voluntarily requests a pre-development meeting, subject to the same filing requirements. If an applicant has chosen not to schedule a pre-development information meeting and his application generates a filed protest comprising at least 20 percent of the required notification area, the item must be postponed until such a pre-development meeting can be held before the City Council considers the application.

(b) *Purpose; items to include for meeting to occur.* The purpose of the meeting is to allow surrounding neighbors to meet with the applicant in an informal setting and gain information about the proposed application. In order for the meeting to occur, the following items must accompany your completed application to the Planning and Community Development Department:

- (1) The written legal description of the property.
- (2) A written description of the proposed project which provides details of the proposal, such as the proposed use and the number and type of buildings. The narrative should provide as much detail as practicable, without being lengthy or technical.
- (3) A generalized site plan must accompany any request for commercial, industrial, multifamily, special use, or construction of a new commercial communication tower, showing proposed buildings, parking, driveway entrances, landscaping areas, and screening. A 24-inch by 36-inch full-sized drawing and an 8 1/2-inch by 11-inch reduction must be submitted.
- (4) A certified ownership list for all property within a 350-foot-radius of the exterior boundary of the subject request, said radius to be extended by increments of 100 feet



until the list of property owners includes not less than 15 separate parcels, or until a maximum radius of 1,000 feet has been reached.

(5) ~~A completed Greenbelt Enhancement Statement if required by and in accordance with NCC 2-334.~~ Procedure for Submittal of Application.

- a. A complete pre-development application packet must be filed in the Planning and Community Development Department by 4:00 p.m. 17 days before the regularly scheduled pre-development meeting. The Planning and Community Development Department will make available the pre-development packet to the City's website as soon as possible but no later than ten days before the regularly scheduled pre-development meeting. At that same time, an application packet may also be submitted for a plan amendment, rezoning, or special use permit. By submitting both application packets at the same time, the application will be scheduled for a pre-development meeting, and then a Planning Commission hearing in the month immediately subsequent to the pre-development meeting.
- b. However, if the application for Planning Commission hearing is not received in the Planning and Community Development Department with the pre-development application according to the above deadline, the application will be scheduled for a Planning Commission hearing at the time that application is received in the Planning and Community Development Department.
- c. Pre-development meetings will be held on an as-needed basis, and are anticipated to occur once a month. ~~s~~Staff will notify all persons identified on the certified ownership list and will include a copy of the written description of the proposed project as well as any reduced drawings. If an applicant does not submit an application for Planning Commission within six months from the date of the pre-development meeting, a new pre-development meeting must be held prior to the Planning Commission hearing.

\* \* \*

(e) *Filing fees.*

- (1) For each petition for amendment to this chapter or ~~Comprehensive~~ Land Use Plan, the applicant shall pay for the cost of publishing legal notice and the Planning and Community Development Department shall collect a fee as hereinafter set forth:
  - a. Agricultural and single-family (A-1, A-2, R-1, R-1-A, RE and PL): \$200.00, plus \$6.00 per acre or increment thereof.
  - b. Two-family, multifamily, and mobile home (R-2, R-3, RM-2, RM-4, RM-6, and RO): \$250.00, plus \$10.00 per acre or increment thereof.

- c. Commercial (O-1, CO, C-1, C-2, C-3, TC, and C-R): \$300.00, plus \$10.00 per acre or increment thereof.
- d. Industrial (M-1, I-1, and I-2): \$350.00, plus \$10.00 per acre or increment thereof.
- e. Special use with no change in zoning district: \$400.00, plus \$10.00 per acre.
- f. Planned unit developments: \$500.00, plus \$10.00 per acre or increment thereof.
- g. Historic district: No filing fee.
- h. Historic district, certificate of appropriateness: Applications for any building permit involving any exterior modifications for property located within a designated Historic District must first be granted a certificate of appropriateness by the Historic District Commission. Applications before the Historic District Commission are \$75.00 per application.
- i. Any proposed amendment of the ~~Comprehensive~~ Land Use Plan whether or not accompanied by a rezoning request: \$150.00 flat fee.
- j. Pre-development informational meeting: \$125.00 for each separate meeting that is requested.

\* \* \* \*

**§ 15. EMERGENCY SECTION (requiring 2/3 majority for passage to be voted on separately).** That in the judgement of the Council of the City of Norman, it is necessary for the immediately preservation of the peace, health, and safety of the citizens of Norman that this Ordinance become effective prior to the time an ordinary ordinance will become effective, thereby declaring an emergency so that this ordinance will become effective immediately

**§ 16. 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.

ADOPTED this \_\_\_\_\_ day  
of \_\_\_\_\_, 2025.

NOT ADOPTED this \_\_\_\_\_ day  
of \_\_\_\_\_, 2025.

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

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

ATTEST:

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(City Clerk)

**File Attachments for Item:**

7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT FOR ORDINANCE O-2425-37 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF CHAPTER 36 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS THIRTEEN (13) AND FOURTEEN (14), IN BLOCK FIFTEEN (15) OF THE T.R. WAGGONER'S FIRST ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCFBC, CENTER CITY FORM-BASED CODE, DETACHED FRONTAGE, AND PLACE SAME IN THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (427 W. SYMMES ST.)



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 06/10/2025

**REQUESTER:** H20, LLC

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

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT FOR ORDINANCE O-2425-37 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF CHAPTER 36 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS THIRTEEN (13) AND FOURTEEN (14), IN BLOCK FIFTEEN (15) OF THE T.R. WAGGONER'S FIRST ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCFBC, CENTER CITY FORM-BASED CODE, DETACHED FRONTAGE, AND PLACE SAME IN THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (427 W. SYMMES ST.)

<b>APPLICANT/REPRESENTATIVE</b>	H20, LLC/Krittenbrink Architecture
<b>LOCATION</b>	427 W Symmes Street
<b>WARD</b>	4
<b>CORE AREA</b>	Yes
<b>REQUESTED ACTION</b>	Rezoning from Center City Form-Based Code, Detached Frontage, to Center City Form-Based Code Planned Unit Development.
<b>LAND USE PLAN DESIGNATION</b>	Low Density Residential
<b>GROWTH AREA DESIGNATION</b>	Current Urban Service Area

**BACKGROUND:** The applicant requests a Center City Planned Unit Development (CCPUD) for the lot located at 427 W Symmes Street to allow the development of a new triplex, as outlined in Appendix B of the Center City Form-Based Code (CCFBC).

The proposal for this site is to construct a 3,840 square feet, two-story, residential building, as illustrated in Exhibit B, Site Development Plan. The CCPUD proposes two one-bedroom residential dwelling units on the ground floor and one two-bedroom residential dwelling unit on the second floor. The CCFBC requires three parking spaces while the CCPUD narrative proposes four parking spaces located off the alleyway, behind the required Parking Setback Line. The required at-grade Open Space will be provided behind the building as illustrated on Exhibit B, Site Development Plan. A set of metal exterior stairs are proposed on the east side of the structure within the five-foot setback, as another means of egress to the second floor dwelling unit. The CCPUD proposes the Finished Floor Elevation to be at-grade instead of the minimum three feet required by CCFBC Detached Frontage Building Form Standard (BFS) to provide more accessibility to the ground floor units.

The proposed two-story structure will comply with the Required Build Line located 25' behind the property line, which aligns with the adjacent properties as required by the CCFBC Detached Frontage. The Parking Setback Line will remain as shown on the CCFBC Regulating Plan.

### **PROCEDURAL REQUIREMENTS:**

#### **PRE-DEVELOPMENT: PD25-10, April 24, 2025**

A Pre-Development meeting is not required for this application, however, the applicant chose to have a meeting to allow neighbors to learn about the proposed redevelopment of this parcel. There were two residents from the neighborhood in attendance. They had questions about the number of dwelling units and bedrooms and the design of the proposed structure. Staff from Krittenbrink Architecture answered their questions. The residents had no further concerns.

**BOARD OF PARKS COMMISSIONERS:** Parkland dedication is not required for this application.

### **ZONING ORDINANCE CITATION:**

APPENDIX B, SEC. 520 CENTER CITY PLANNED UNIT DEVELOPMENT - CCPUD

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 (CCPUD) is specifically catering to the Center City Area because of the size of lots, the lack of vacant land and other distinguishing characteristics in this area that make the use of the existing PUD regulations not feasible. The CCPUD encourages developments that create the character of development envisioned in the CCFBC.

Specifically, the purposes of this section are to:

1. Provide an alternative zoning district to the CCFBC where a property owner proposes a development that does not meet the strict regulations required in the CCFBC.
2. Provide open space/street space that is compatible with the concepts of the CCFBC.
3. Provide comprehensive and innovative planning and design for a development which is consistent and compatible with surrounding developments.
4. Provide more efficient and economic use of land resulting in an urban/ pedestrian environment.
5. Provide complete and useful information which will enable the Planning Commission and City Council to make more informed decisions on land use.

6. Encourage developments that achieve community goals, such as, but not limited to, aging in place, or affordable housing, or other emerging trends in housing, that may not be able to meet all the required elements of the Center City Form Based Code.

**STAFF ANALYSIS:** The applicant requests a CCPUD for this site to construct a residential triplex structure on this lot addressed as 427 W Symmes Street. The primary purpose for this CCPUD is to request the use of a residential triplex on the subject tract. The applicant will comply with most of the CCFBC requirements. However, due to the desired design of the structure, the applicant is requesting the following modifications to the CCFBC, as follows:

1. Allow the use of three dwelling units instead of one dwelling unit with an accessory dwelling as allowed in CCFBC Detached Frontage.
2. Allow the use of Short Term Rental in addition to the residential living use. Since the Planning Commission Meeting, the applicant has modified this to permit the use of Short Term Rental for the Upper Story unit only while allowing the use of long-term residential rentals for the two Ground Story units.
3. Allow at grade Finished Floor Elevation instead of the required minimum of three foot Finished Floor.
4. Allow for a metal exterior staircase to extend into the required five foot setback on the east side of the structure.

Per the CCPUD Narrative, the remainder of the proposal will be in accordance with the current CCFBC code.

**USE:** This CCPUD Narrative requests the use of three dwelling units and Short Term Rental. The CCFBC Detached Frontage allows for a single dwelling unit and an accessory dwelling.

**PARKING:** Under the CCFBC, the one bedroom studios and the two bedroom unit would require three parking spaces. The CCPUD Site Development Plan proposes four parking spaces behind the building, off the alleyway, in compliance with the Parking Setback Line. Bike racks are not required in the CCFBC Detached Frontage and this CCPUD does not propose any bike racks.

**LANDSCAPING:** The CCPUD Narrative proposes to meet the required 25% Open Space behind the structure as illustrated on Exhibit B, Site Development Plan. Landscaping will be met with three trees provided in the required Open Space and one street tree in front of the building as required by the CCFBC.

**SIGNAGE:** There is not any signage beyond the street address proposed for the property. Any future signage for the property would comply with 402. General Provisions, Section M of the CCFBC.

**LIGHTING:** The project will comply with 402. General Provisions, Section N. Lighting & Mechanical of the CCFBC.

**SANITATION/UTILITIES:** The applicant proposes three polycarts to service the property's sanitation needs. A screening wall will be provided for the polycarts.

**FENCING/WALLS:** No fencing is proposed by the CCPUD. Any future fencing would comply with CCFBC Detached Frontage requirements.

**PARKS:** Centennial Park is located two lots east of this property at 411 W Symmes Street.

### **ALTERNATIVES/ISSUES:**

**IMPACTS:** Previous zoning requests in the vicinity have sought to maintain the residential single-family dwelling character of this neighborhood. In 2016, the residents of this neighborhood successfully petitioned to downzone from R-2, Multi-Family Dwelling District, to R-1, Single-Family Dwelling District. In 2017, with the adoption of the CCFBC District, this neighborhood was designated Detached Frontage BFS which allows the use of either a single-family dwelling or single-family dwelling with an accessory dwelling. The Detached Frontage regulations adopted were to ensure the single-family residential character of new developments would match the existing neighborhood. One such regulation was the Finished Floor Elevation which was set at a minimum of three feet for new structures so that they might match the existing structures found in this neighborhood.

The applicant's proposal for a two-story residential triplex exceeds the allowed number of residential units and does not meet the three foot Finished Floor Elevation required for the Detached Frontage BFS. However, this CCPUD is seeking to replace the existing two-story triplex with a similar structure and use. The proposed structure will have the Finished Floor Elevation at grade level, allowing for more accessibility to the ground floor.

Since the Planning Commission meeting, the applicant has modified the CCPUD Narrative to restrict where the Short Term Rental use is allowed. The applicant is now proposing to limit the use of Short Term Rental to the second-floor owner unit. The Ground-Story units will only allow long-term residential rental. These uses are consistent with the uses seen in the neighborhood.

The proposed triplex structure meets the goal of the CCFBC to increase the variety of housing types in Norman's Core while maintaining a residential look for the structure. The proposed structure should not impact the pedestrian-friendly feel of the street, and the overall design meets many of the design elements found in the residential neighborhood while providing desired housing in the urban core.

### **OTHER AGENCY COMMENTS:**

**FIRE DEPARTMENT AND BUILDING PERMIT REVIEW:** The stair in the 5' side setback is to be built of non-combustible material with no roof cover. A sprinkler head will need to be installed under the second-floor landing, which will tie into the NFPA 13 system.

**PUBLIC WORKS/ENGINEERING:** The subject property is platted as part of Waggoner's 1<sup>st</sup> Addition. Existing City utilities service the site.

**TRAFFIC ENGINEER:** No traffic issues or impacts are anticipated.

### **UTILITIES:**

**Water:** Existing water services not proposed to be used must be abandoned at the main. Existing water service cannot be reused unless it is verified to be non-lead.



**Wastewater:** Existing sewer service(s), if not to be reused, must be abandoned at the main at the time of building permit.

**Sanitation:** Solid waste service only. Recycling will only be available through the use of one of the regional recycling centers.

**CONCLUSION:** Staff forwards this request for a CCPUD, Center City Planned Unit Development and Ordinance O-2425-37 to City Council.

**PLANNING COMMISSION RESULTS:** At their meeting of May 8, 2025, the Planning Commission recommended approval of Ordinance O-2425-37 by a vote of 8-0.

There have been changes made to the staff report since the Planning Commission vote as a result of the proposed modification to the CCPUD Narrative by the applicant; those revisions are noted in the body of this staff report.

O-2425-37

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF CHAPTER 36 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS THIRTEEN (13) AND FOURTEEN (14), IN BLOCK FIFTEEN (15) OF T.R. WAGGONER'S FIRST ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCFBC, CENTER CITY FORM-BASED CODE, DETACHED FRONTAGE, AND PLACE SAME IN A CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (427 W. SYMMES ST.)

- § 1. WHEREAS, H20, LLC, the owners of the hereinafter described property, have made application to have the subject property removed from the CCFBC, Center City Form-Based Code, Detached Frontage, and placed in a CCPUD, Center City Planned Unit Development; and
- § 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing on May 8, 2025 as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and
- § 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

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

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

Lots Thirteen (13) and Fourteen (14), in Block Fifteen (15), of T. R. WAGGONER'S FIRST ADDITION, to Norman, Cleveland County, Oklahoma according to the recorded plat thereof, LESS AND EXCEPT: That part of Lot Thirteen (13) described as follows: Beginning at the Northeast Corner of said Lot Thirteen (13); thence West 20 feet; thence Southeasterly to a point on the East line of Lot

Thirteen (13), which is 50 feet South of the Northeast Corner of Lot Thirteen (13); thence North 50 feet to the Point of Beginning.

Containing 0.14 acres, more or less.

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

a. The site shall be developed in accordance with the CCPUD Narrative (dated May 30, 2025) and the Site Development Plan, and supporting documentation, which are made a part hereof.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

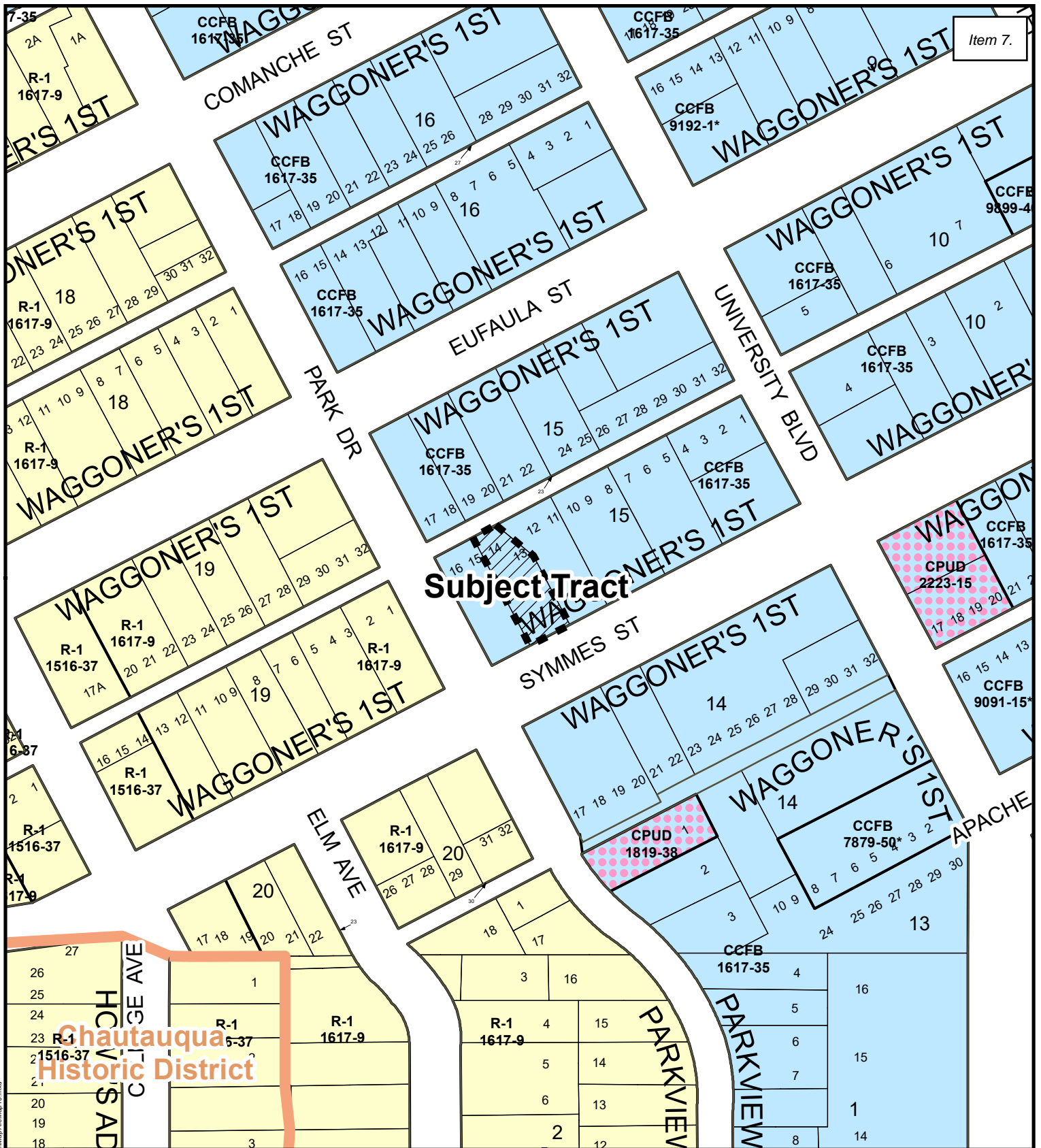
NOT ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

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

ATTEST:

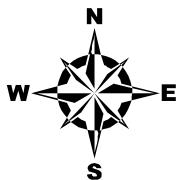
\_\_\_\_\_  
(City Clerk)



# 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.



April 7, 2025

0 75 150 Ft.



Subject Tract



Zoning

# 427 W. SYMMES STREET

CENTER CITY PLANNED UNIT DEVELOPMENT

APPLICANT:

**H20, LLC**

APPLICATION FOR:

CENTER CITY PLANNED UNIT DEVELOPMENT

SUBMITTED: APRIL 1, 2025

Revised May 30, 2025

PREPARED BY:

Mark Krittenbrink

Krittenbrink Architecture

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## I. **INTRODUCTION**

This Center City Planned Unit Development (the “CCPUD”) is being submitted for the property located at 427 W. Symmes Street, as more specifically described on Exhibit A (the “Property”). The Property contains approximately .14 acres. This CCPUD seeks to rezone the Property from the existing Center City Form Based Code, Detached Frontage, to a Center City Planned Unit Development to allow for a two-story building with two studio units on the Ground Story and one two-bedroom unit on the second story. Additionally, the CCPUD proposes a finished floor elevation at grade to allow for accessibility on the first floor. This CCPUD seeks to relax the allowable use for Detached Frontage to allow for a triplex, while meeting majority of the remaining development regulations of the Center City Form Based Code for Detached Frontage. The purpose of the CCPUD is to allow for discrete departures from the existing applicable zoning only as specifically set forth herein, the Property otherwise remaining subject to existing zoning regulations, and as thereafter amended, as is consistent with the terms of the CCPUD.

## II. **PROPERTY DESCRIPTION/EXISTING CONDITIONS**

### A. **Location**

The Property is approximately a 6,500 square foot parcel located at 427 W. Symmes Street. The specific location is illustrated on the Site Development Plan, attached hereto as **Exhibit B**.

### B. **Existing Land Use and Zoning**

The Property currently contains a 2-story triplex structure. This property’s existing zoning is Center City Form Based Code, with the Detached Frontage Building Form Standard (“BFS”). The existing BFS allows for the construction of a single-family house and one accessory unit. This proposal seeks to maintain the use of a triplex on this property, which requires the re-zoning to a Center City Planned Unit Development (CCPUD) to allow for a two-story building with two studio units on the Ground Story and one two-bedroom unit on the second floor.

### C. **Elevation and Topography**

The topography of the Property is generally flat and drains to both the alleyway and Symmes Street.

### D. **Utility Services**

The necessary utility services for this project are already located; electric and sewer at rear (north) and water at front (south).

#### **E. Fire Protection Services**

Fire protection services will be provided by the City of Norman Fire Department and by the owner of the Property where required by building and fire protection codes in the structures.

#### **F. Traffic Circulation and Access**

Symmes Street is located along the South boundary of the Property and the public alleyway is located along the North boundary of the property.

### **III. DEVELOPMENT PLAN AND DESIGN CONCEPT**

This proposal seeks to maintain the use of a triplex on this property, which requires re-zoning to a Center City Planned Unit Development (CCPUD) to allow three dwelling units in the form of a two-story building with two studio units on the Ground Story and one two-bedroom unit on the second floor.

The Property shall be developed in compliance with the CCFBC, as thereafter amended except as noted with the terms of this CCPUD and the exhibits attached hereto and incorporated herein by reference, subject to the allowances contained in Section 520(F), Administration, of the CCFBC, and as thereafter amended.

#### **A. Uses permitted**

This CCPUD will allow Uses as follows, as defined by Section 702 of the Center City Form Based Code, and as thereafter amended:

Residential Uses as follows: Household Living and Group Living;

Under this CCPUD – A maximum of three (3) dwelling units as demonstrated on the attached Exhibit B Site Development Plan.

The two Ground Story units below, long-term residential rental. The Upper Story unit above, for owner usage and occasional short-term rental.

Commercial Uses as follows: Overnight Lodging.

#### **B. Development Criteria**

**Number of Dwelling Units.** The current BFS, Detached Frontage, allows for one dwelling and one accessory dwelling unit. This CCPUD would allow a two-story with a maximum of three dwelling units in the form of a triplex, as illustrated on



Exhibit B, Site Development Plan. The CCPUD proposes two studio units on the Ground Floor and one two-bedroom dwelling unit on the second floor.

**Siting.** The current BFS, Detached Frontage, states, development and redevelopment, may construct at the setback of the existing structure or follow an existing setback on an adjacent/neighboring property in the Detached Frontage BFS only. This CCPUD proposes to meet this with a proposed Required Building Line (“RBL”) to be set at twenty-five feet (25’) behind the front property line fronting Symmes Street and the Parking Setback Line, shall remain at forty-two feet (42’) behind the front property line, as illustrated on the Site Development Plan, attached as **Exhibit B**. The RBL, designated on regulating plan as an absolute line, incorporates an offset area (or depth) of 24 inches behind that line (into the buildable area) allowing for jogs, façade articulation, etc. unless otherwise designated herein. Therefore, where the façade is placed within that 24-inch zone, it is considered to be “built to” the RBL. This will allow for the retention of the front green space that has historically existed on the parcel. The existing concrete drive will be removed as required by the CCFB Code.

To provide additional egress from the second story for safety, this CCPUD proposes to allow for fire stairs to extend into buildable area on the east side of the structure as illustrated on Exhibit C.

A front porch with a minimum depth of eight feet (8’) and a maximum depth of ten (10’), shall be built to the front RBL as illustrated on the Site Development Plan, Exhibit B. The front porch shall be a minimum of ½ the width of the façade. Front Stairs shall be allowed to encroach over the RBL, if necessary, but not into the right-of-way.

**Building Height.** The proposed triplex shall be at maximum of two stories with a maximum of 27’ in height. The current BFS requires a finish floor elevation no less than three (3) and no more than eight (8) feet. The CCPUD will allow for a ground story finished floor elevation be at grade and no lower than the average fronting public sidewalk elevation. This will allow for accessibility to the first floor for residents or visitors to the triplex. The ground story shall have an interior clear ceiling height of at least nine (9’) feet. The minimum clear height for the second story is nine (9’) feet.

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

### **Fenestration**

The development will comply with the CCFBC Detached Frontage requirements, which state blank lengths of wall exceeding 15 linear feet are prohibited on all Facades and fenestration shall comprise between 25% but no more than 70% of the front façade. It should be noted, the proposed development is consistent with properties of like build and use located immediately adjacent to the proposed development.

### **Building Projections**

The proposed triplex shall have a front porch with a depth of eight (8') and will span across the entire RBL (40'). Additionally, there shall be a steel communicating stair in the east 5' side yard setback. This stair will be open structure, with no roof, and a sprinkler head will be located under the landing at second floor. No part of the building except the roof overhang and the front stairs may encroach beyond the RBL into the Dooryard.

### **Door Entries**

At least one functioning door shall be provided along the Ground Story Façade.

## **C. Traffic Access/Sidewalks**

Vehicular access to the driveway for the Property shall be off the alleyway. Access for pedestrians is planned through use of private sidewalks that intersect the existing sidewalk along W. Symmes Street. The existing public sidewalks will be replaced with a six-foot wide sidewalk, as required by the CCFBC, prior to a Certificate of Occupancy. Site driveway and parking is shown on the Site Development Plan, **Exhibit B**.

## **D. Open Space/Landscaping**

The proposed area of the new structure is similar to the buildings and pavement immediately adjacent to the Property. The proposed Open Space will exceed the required 25% Open Space as required by the CCFBC, as is indicated on the Site Development Plan, attached as **Exhibit B**.

Currently, there are two mature trees that will be retained. There are two other trees (one dead) that shall be removed as illustrated on Exhibit B, Site Development Plan.

One tree per 800 square feet shall be provided and maintained in the required Open Space, as shown on the Site Development Plan, Exhibit B, reviewed and

approved by the City Forester prior to installation. One tree shall be provided and maintained in front yard on public right of way to meet the Street Tree requirement.

#### **E. Drainage**

This parcel shall redevelop with a maximum impervious surface coverage of 65%, impervious calculations will be submitted with the building permit application.

#### **F. Lighting**

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

#### **G. Parking**

Each studio unit will have one parking space each and the two-bedroom unit will have two parking spaces for a total of four. None are required to be handicap accessible. As shown on Exhibit B, Site Development Plan.

#### **H. Exterior Materials**

The exterior materials of the two story three-unit structure on the Property may be wood, fiber cement boards/siding, brick, glass, stone, synthetic stone, stucco, EIFS (high impact quality), masonry, metal accents, with composition shingles, and any combination thereof.

#### **I. Fencing**

Fencing shall not be required on the Property. However, any fence installed shall meet the following:

1. Front Yard Fences shall be a minimum height of thirty (30) inches and a maximum height of forty (40) inches. Any front yard fence shall be placed within one foot of the Clear Walkway/Dooryard line parallel to the RBL. Any side fences shall be placed along Common Lot Lines to a point at least even with the Façade.
2. A privacy fence with a maximum height of eight (8') feet may be constructed along a Common Lot Line behind the Façade.

#### **J. Sanitation**

Polycarts for each unit will be provided through the city's sanitation service. The property owner intends there to be a total of 3 proposed polycarts for this property. Screening of polycarts will be provided.

**K. Egress**

A metal stair, open to the weather, shall be installed on the east side of the building, allowing pedestrian flow from the second floor to the front yard. This open steel stair to exist in the 5' side yard setback. As shown on Exhibit B, Site Development Plan.

**L. CCFBC Standards:**

The Property shall be developed in accordance with the terms of the CCPUD and the exhibits attached hereto and incorporated by reference. For convenience purposes, a summary of the CCPUD Standards are as follows:

1. Allow the use of triplex (maximum of three dwelling units) and the use of the two Ground Story units below, long-term rental. The Upper Story unit above, for owner usage and occasional short-term rental.
2. Allow for metal fire stairs to extend into side setback.
3. Allow Finished Floor Elevation at grade instead of the Detached Frontage requirement of 3' to permit accessibility.



## **“EXHIBIT A”**

### Legal Description of the Property

Lots Thirteen (13) and Fourteen (14), in Block Fifteen (15), of T. R. WAGGONER’S FIRST ADDITION, to Norman, Cleveland County, Oklahoma according to the recorded plat thereof, LESS AND EXCEPT: That part of Lot Thirteen (13) described as follows: Beginning at the Northeast Corner of said Lot Thirteen (13); thence West 20 feet; thence Southeasterly to a point on the East line of Lot Thirteen (13), which is 50 feet South of the Northeast Corner of Lot Thirteen (13); thence North 50 feet to the Point of Beginning.

Item 7.
---------

10 YL WASH STREET  
WILMINGTON, DE 19804  
#800/5/222  
TAX #800/523826

COVER SHEET, PROJECT DATA, DRAWING INDEX, ARCHITECTURAL SITE DEVELOPMENT  
PLAN & GENERAL NOTES

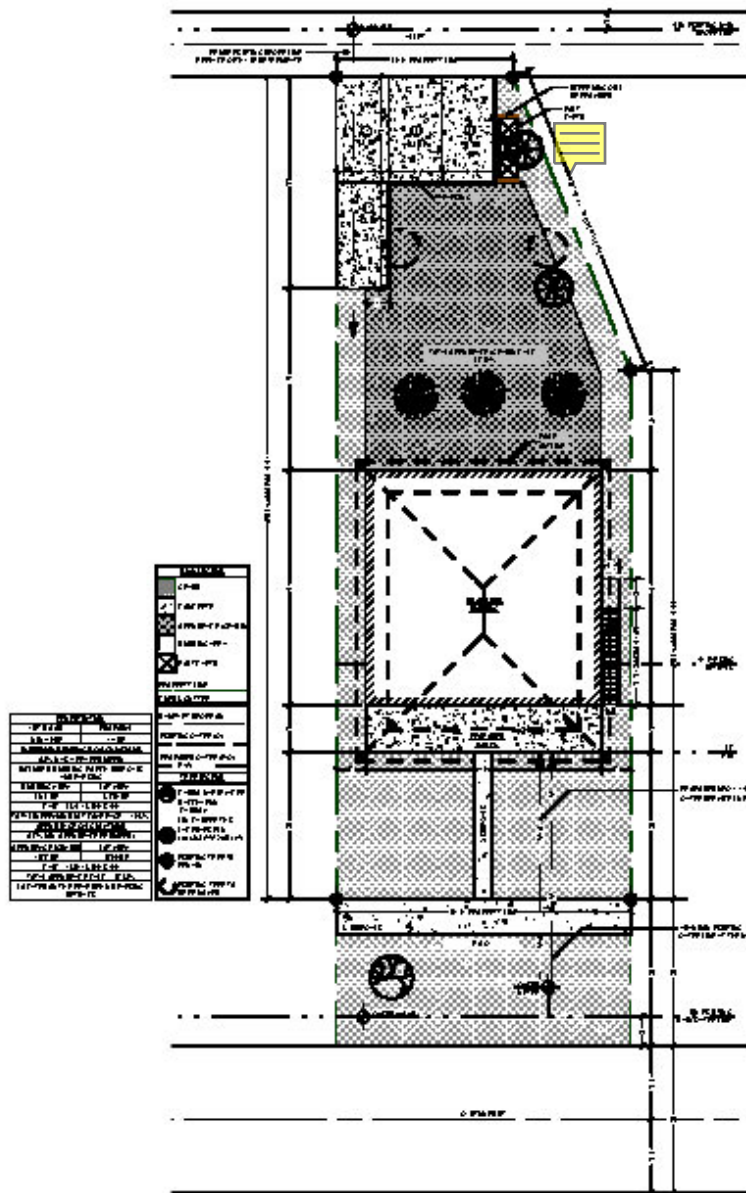
**PHILLIP REID**  
**TRIPLEX PROPOSAL**  
427 W. SYMMES ST.  
NORMAN, OK 73069

No.	Date	Issue

No.	Date	Issue
-	-	PERMIT ISSUE
-	-	ISSUED FOR BID
-	-	ISSUED FOR CONSTRUCTION

K0325

A00 93



SCALE 1/32" = 1'-0"

[illegible]

-- T6:PP DPPP PP PPP P6 P- SP-DNCL BAPL -P7 PTTPM-LDPT BPVH APB PVP L-A C PAPP-LA PTP

-- PPA PAPA PWP PAA DP CDP AL PA DP L-MC

-- PMA PMBA PLPMB P MPAL PS-LTM

[illegible]





# 427 W. SYMMES STREET

CENTER CITY PLANNED UNIT DEVELOPMENT

APPLICANT:

**H20, LLC**

APPLICATION FOR:

CENTER CITY PLANNED UNIT DEVELOPMENT

SUBMITTED: APRIL 1, 2025

Revised May 30, 2025

Deleted: April 29

PREPARED BY:

Mark Krittenbrink

Krittenbrink Architecture

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  - D. Utility Services
  - E. Fire Protection Services
  - F. Traffic Circulation and Access
- III. DEVELOPMENT PLAN AND DESIGN CONCEPT
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  - A. Legal Description
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  - C. Front Exterior Elevation

## I. **INTRODUCTION**

This Center City Planned Unit Development (the “CCPUD”) is being submitted for the property located at 427 W. Symmes Street, as more specifically described on Exhibit A (the “Property”). The Property contains approximately .14 acres. This CCPUD seeks to rezone the Property from the existing Center City Form Based Code, Detached Frontage, to a Center City Planned Unit Development to allow for a two-story building with two studio units on the Ground Story and one two-bedroom unit on the second story. Additionally, the CCPUD proposes a finished floor elevation at grade to allow for accessibility on the first floor. This CCPUD seeks to relax the allowable use for Detached Frontage to allow for a triplex, while meeting majority of the remaining development regulations of the Center City Form Based Code for Detached Frontage. The purpose of the CCPUD is to allow for discrete departures from the existing applicable zoning only as specifically set forth herein, the Property otherwise remaining subject to existing zoning regulations, and as thereafter amended, as is consistent with the terms of the CCPUD.

## II. **PROPERTY DESCRIPTION/EXISTING CONDITIONS**

### A. **Location**

The Property is approximately a 6,500 square foot parcel located at 427 W. Symmes Street. The specific location is illustrated on the Site Development Plan, attached hereto as **Exhibit B**.

### B. **Existing Land Use and Zoning**

The Property currently contains a 2-story triplex structure. This property’s existing zoning is Center City Form Based Code, with the Detached Frontage Building Form Standard (“BFS”). The existing BFS allows for the construction of a single-family house and one accessory unit. This proposal seeks to maintain the use of a triplex on this property, which requires the re-zoning to a Center City Planned Unit Development (CCPUD) to allow for a two-story building with two studio units on the Ground Story and one two-bedroom unit on the second floor.

### C. **Elevation and Topography**

The topography of the Property is generally flat and drains to both the alleyway and Symmes Street.

### D. **Utility Services**

The necessary utility services for this project are already located; electric and sewer at rear (north) and water at front (south).

#### **E. Fire Protection Services**

Fire protection services will be provided by the City of Norman Fire Department and by the owner of the Property where required by building and fire protection codes in the structures.

#### **F. Traffic Circulation and Access**

Symmes Street is located along the South boundary of the Property and the public alleyway is located along the North boundary of the property.

### **III. DEVELOPMENT PLAN AND DESIGN CONCEPT**

This proposal seeks to maintain the use of a triplex on this property, which requires re-zoning to a Center City Planned Unit Development (CCPUD) to allow three dwelling units in the form of a two-story building with two studio units on the Ground Story and one two-bedroom unit on the second floor.

The Property shall be developed in compliance with the CCFBC, as thereafter amended except as noted with the terms of this CCPUD and the exhibits attached hereto and incorporated herein by reference, subject to the allowances contained in Section 520(F), Administration, of the CCFBC, and as thereafter amended.

#### **A. Uses permitted**

This CCPUD will allow Uses as follows, as defined by Section 702 of the Center City Form Based Code, and as thereafter amended:

Residential Uses as follows: Household Living and Group Living;

Under this CCPUD – A maximum of three (3) dwelling units as demonstrated on the attached Exhibit B Site Development Plan.

~~Short Term Rental~~

The two Ground Story units below, long-term residential rental. The Upper Story unit above, for owner usage and occasional short-term rental.

Formatted: Strikethrough

Commercial Uses as follows: Overnight Lodging.

#### **B. Development Criteria**

**Number of Dwelling Units.** The current BFS, Detached Frontage, allows for one dwelling and one accessory dwelling unit. This CCPUD would allow a two-story

with a maximum of three dwelling units in the form of a triplex, as illustrated on Exhibit B, Site Development Plan. The CCPUD proposes two studio units on the Ground Floor and one two-bedroom dwelling unit on the second floor.

**Siting.** The current BFS, Detached Frontage, states, development and redevelopment, may construct at the setback of the existing structure or follow an existing setback on an adjacent/neighboring property in the Detached Frontage BFS only. This CCPUD proposes to meet this with a proposed Required Building Line (“RBL”) to be set at twenty-five feet (25’) behind the front property line fronting Symmes Street and the Parking Setback Line, shall remain at forty-two feet (42’) behind the front property line, as illustrated on the Site Development Plan, attached as **Exhibit B**. The RBL, designated on regulating plan as an absolute line, incorporates an offset area (or depth) of 24 inches behind that line (into the buildable area) allowing for jogs, façade articulation, etc. unless otherwise designated herein. Therefore, where the façade is placed within that 24-inch zone, it is considered to be “built to” the RBL. This will allow for the retention of the front green space that has historically existed on the parcel. The existing concrete drive will be removed as required by the CCFB Code.

To provide additional egress from the second story for safety, this CCPUD proposes to allow for fire stairs to extend into buildable area on the east side of the structure as illustrated on Exhibit C.

A front porch with a minimum depth of eight feet (8’) and a maximum depth of ten (10’), shall be built to the front RBL as illustrated on the Site Development Plan, Exhibit B. The front porch shall be a minimum of ½ the width of the façade. Front Stairs shall be allowed to encroach over the RBL, if necessary, but not into the right-of-way.

**Building Height.** The proposed triplex shall be at maximum of two stories with a maximum of 27’ in height. The current BFS requires a finish floor elevation no less than three (3) and no more than eight (8) feet. The CCPUD will allow for a ground story finished floor elevation be at grade and no lower than the average fronting public sidewalk elevation. This will allow for accessibility to the first floor for residents or visitors to the triplex. The ground story shall have an interior clear ceiling height of at least nine (9’) feet. The minimum clear height for the second story is nine (9’) feet.

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

### **Fenestration**

The development will comply with the CCFBC Detached Frontage requirements, which state blank lengths of wall exceeding 15 linear feet are prohibited on all Facades and fenestration shall comprise between 25% but no more than 70% of the front façade. It should be noted, the proposed development is consistent with properties of like build and use located immediately adjacent to the proposed development.

### **Building Projections**

The proposed triplex shall have a front porch with a depth of eight (8') and will span across the entire RBL (40'). Additionally, there shall be a steel communicating stair in the east 5' side yard setback. This stair will be open structure, with no roof, and a sprinkler head will be located under the landing at second floor. No part of the building except the roof overhang and the front stairs may encroach beyond the RBL into the Dooryard.

### **Door Entries**

At least one functioning door shall be provided along the Ground Story Façade.

## **C. Traffic Access/Sidewalks**

Vehicular access to the driveway for the Property shall be off the alleyway. Access for pedestrians is planned through use of private sidewalks that intersect the existing sidewalk along W. Symmes Street. The existing public sidewalks will be replaced with a six-foot wide sidewalk, as required by the CCFBC, prior to a Certificate of Occupancy. Site driveway and parking is shown on the Site Development Plan, **Exhibit B**.

## **D. Open Space/Landscaping**

The proposed area of the new structure is similar to the buildings and pavement immediately adjacent to the Property. The proposed Open Space will exceed the required 25% Open Space as required by the CCFBC, as is indicated on the Site Development Plan, attached as **Exhibit B**.

Currently, there are two mature trees that will be retained. There are two other trees (one dead) that shall be removed as illustrated on Exhibit B, Site Development Plan.

One tree per 800 square feet shall be provided and maintained in the required Open Space, as shown on the Site Development Plan, Exhibit B, reviewed and approved by the City Forester prior to installation. One tree shall be provided and maintained in front yard on public right of way to meet the Street Tree requirement.

#### **E. Drainage**

This parcel shall redevelop with a maximum impervious surface coverage of 65%, impervious calculations will be submitted with the building permit application.

#### **F. Lighting**

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

#### **G. Parking**

Each studio unit will have one parking space each and the two-bedroom unit will have two parking spaces for a total of four. None are required to be handicap accessible. As shown on Exhibit B, Site Development Plan.

#### **H. Exterior Materials**

The exterior materials of the two story three-unit structure on the Property may be wood, fiber cement boards/siding, brick, glass, stone, synthetic stone, stucco, EIFS (high impact quality), masonry, metal accents, with composition shingles, and any combination thereof.

#### **I. Fencing**

Fencing shall not be required on the Property. However, any fence installed shall meet the following:

1. Front Yard Fences shall be a minimum height of thirty (30) inches and a maximum height of forty (40) inches. Any front yard fence shall be placed within one foot of the Clear Walkway/Dooryard line parallel to the RBL. Any side fences shall be placed along Common Lot Lines to a point at least even with the Façade.
2. A privacy fence with a maximum height of eight (8') feet may be constructed along a Common Lot Line behind the Façade.

#### **J. Sanitation**

Polycarts for each unit will be provided through the city's sanitation service. The property owner intends there to be a total of 3 proposed polycarts for this property. Screening of polycarts will be provided.

**K. Egress**

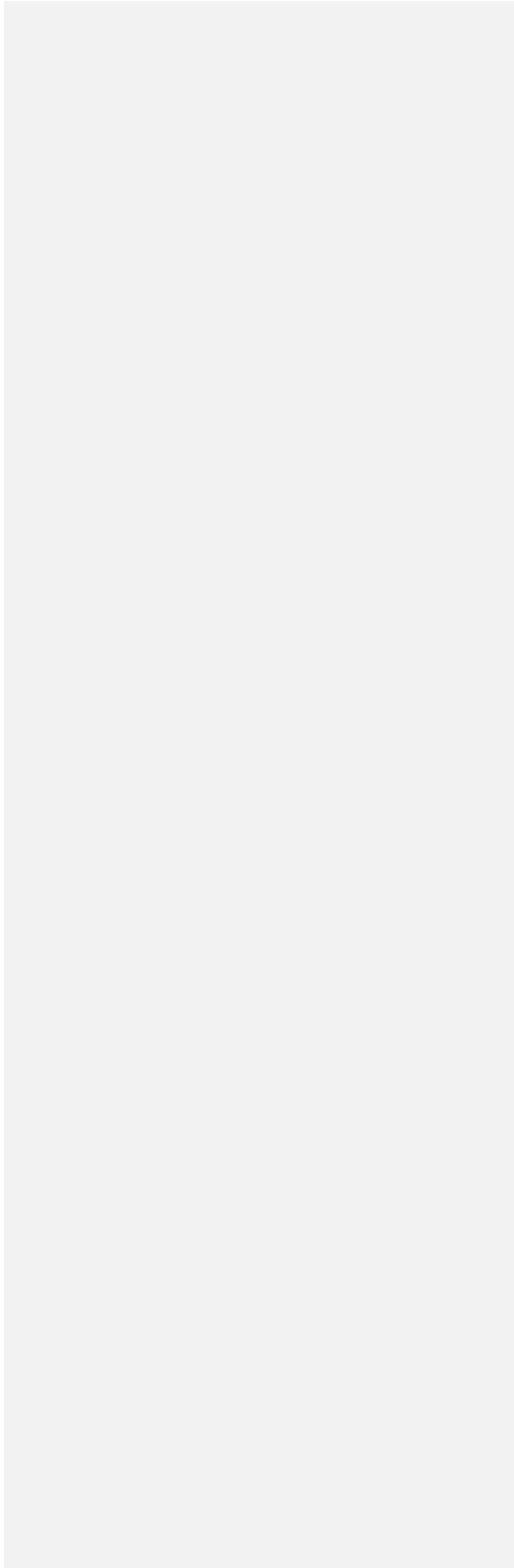
A metal stair, open to the weather, shall be installed on the east side of the building, allowing pedestrian flow from the second floor to the front yard. This open steel stair to exist in the 5' side yard setback. As shown on Exhibit B, Site Development Plan.

**L. CCFBC Standards:**

The Property shall be developed in accordance with the terms of the CCPUD and the exhibits attached hereto and incorporated by reference. For convenience purposes, a summary of the CCPUD Standards are as follows:

1. Allow the use of triplex (maximum of three dwelling units) and the use of **the two Ground Story units below, long-term rental. The Upper Story unit above, for owner usage and occasional short-term rental.**
2. Allow for metal fire stairs to extend into side setback.
3. Allow Finished Floor Elevation at grade instead of the Detached Frontage requirement of 3' to permit accessibility.



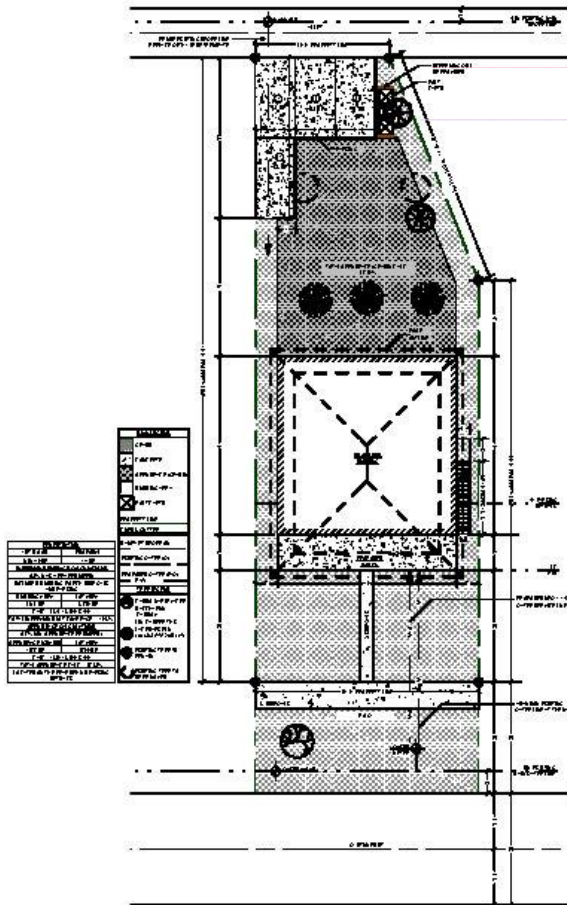


## **“EXHIBIT A”**

### Legal Description of the Property

Lots Thirteen (13) and Fourteen (14), in Block Fifteen (15), of T. R. WAGGONER’S FIRST ADDITION, to Norman, Cleveland County, Oklahoma according to the recorded plat thereof, LESS AND EXCEPT: That part of Lot Thirteen (13) described as follows: Beginning at the Northeast Corner of said Lot Thirteen (13); thence West 20 feet; thence Southeasterly to a point on the East line of Lot Thirteen (13), which is 50 feet South of the Northeast Corner of Lot Thirteen (13); thence North 50 feet to the Point of Beginning.

## “EXHIBIT B”



### ARCHITECTURAL SITE DEVELOPMENT PLAN

SCALE 1/8" = 1'-0"

#### PROJECT DATA

OWNER: PHILLIP REID  
ADDRESS: 427 W. SYMMES ST.  
CITY: NORMAN, OK 73069  
PHONE: (405) 251-1111  
FAX: (405) 251-1112  
EMAIL: PHILLIP@PHILLIPREID.COM  
DATE: 04/24/2025  
PROJECT: TRIPLEX PROPOSAL  
SHEET: A001

#### DRAWING INDEX

1. SITE PLAN  
2. FLOOR PLAN  
3. ELEVATION  
4. SECTION  
5. DETAIL  
6. LANDSCAPE  
7. PAVING  
8. UTILITIES  
9. OTHER

#### GENERAL NOTES

1. ALL DIMENSIONS ARE IN FEET AND INCHES.  
2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.  
3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS NOTED OTHERWISE.  
4. ALL DIMENSIONS ARE TO EXTERIOR FACE UNLESS NOTED OTHERWISE.  
5. ALL DIMENSIONS ARE TO INTERIOR FACE UNLESS NOTED OTHERWISE.  
6. ALL DIMENSIONS ARE TO CENTERLINE UNLESS NOTED OTHERWISE.  
7. ALL DIMENSIONS ARE TO EXTERIOR FACE UNLESS NOTED OTHERWISE.  
8. ALL DIMENSIONS ARE TO INTERIOR FACE UNLESS NOTED OTHERWISE.  
9. ALL DIMENSIONS ARE TO CENTERLINE UNLESS NOTED OTHERWISE.

NOT FOR  
CONSTRUCTION



KRITTENBR  
Architecture  
ARCHITECTS  
PLC  
NINT  
1010 N. MAIN ST. SUITE 100  
NORMAN, OK 73069  
405.251.1111  
405.251.1112  
405.251.1113

Commented [AS1]: Insert the latest revised Site Development Plan which includes the Legend, the material for the Open Space needs to marked and the impervious surface calculations.

Commented [CG2R1]: New Exhibits Uploaded

Commented [CG3R1]:

PHILLIP REID  
TRIPLEX PROPOSAL  
427 W. SYMMES ST.  
NORMAN, OK 73069  
DATE: 04/24/2025  
COVER SHEET, PROJECT DATA, DRAWING INDEX, ARCHITECTURAL SITE DEVELOPMENT PLAN & GENERAL NOTES

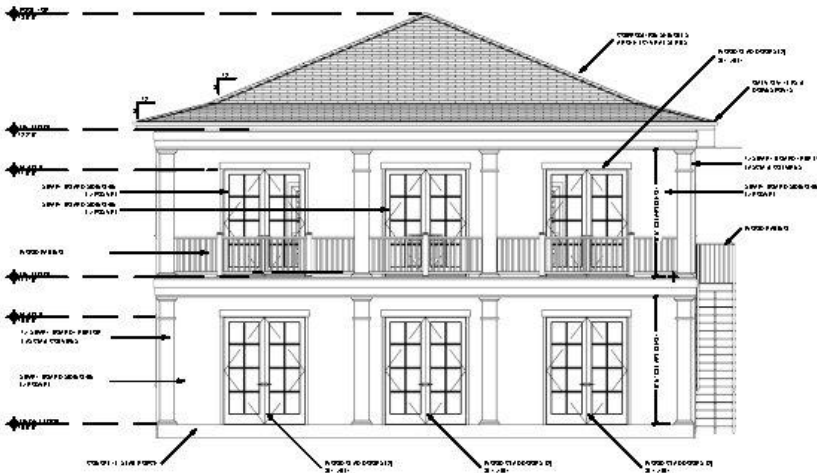
REVISIONS		
No.	Date	Issue

PRIMARY ISSUE		
No.	Date	Issue

Date: 04/24/2025  
Drawn by: CCG  
Checked by: MK  
Job Number: K0325

**A001**

“EXHIBIT C”



**PROPOSED EXTERIOR FRONT ELEVATION**  
SCALE 3/32" = 1'-0"

FENESTRATION CALCULATIONS					
LEVEL	WALL WIDTH	WALL HEIGHT	WALL AREA	REQUIRED FENESTRATION (25%)	PROVIDED FENESTRATION
FIRST FLOOR	40 FT.	11 FT.	40 x 11 = 440 SF	440 x 0.25 = 110 SF	6 x 8 x 3 = 144 SF
SECOND FLOOR	40 FT.	11 FT.	40 x 11 = 440 SF	440 x 0.25 = 110 SF	6 x 8 x 3 = 144 SF

CEILING HEIGHTS REQUIREMENTS		
LEVEL	REQUIRED HEIGHT	PROVIDED HEIGHT
FIRST FLOOR	9' - 0"	9' - 6"
SECOND FLOOR	9' - 0"	9' - 6"

NOT FOR  
CONSTRUCTION



KRITTENBRINK  
Architecture LLC  
ARCHITECTURE  
PLANNING  
INTERIORS  
1818 VA. AVE. S. STE. 1  
NORMAN, OK 73069  
PH: 405.253.2222  
FAX: 405.253.2824

PHILLIP REID  
TRIPLEX PROPOSAL  
427 W. SYMMES ST.  
NORMAN, OK 73069  
PROPOSED EXTERIOR FRONT ELEVATION

REVISIONS		
No.	Date	Issue

PRIMARY ISSUE		
No.	Date	Issue

Date 04.24.2025  
Drawn by CCG Checked by MK  
Job Number K0325

**A301**

"EXHIBIT B"

NOT FOR  
CONSTRUCTION

THIS DRAWING IS THE PROPERTY OF KRITTENBRINK ARCHITECTURE, LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF KRITTENBRINK ARCHITECTURE, LLC.



**KRITTENBRINK**  
Architecture LLC  
ARCHITECTURE  
PLANNING  
INTERIORS

119 W. MAIN STREET  
NORMAN, OK 73069  
405.578.7883  
FAX: 405.282.0545

PHILLIP REID  
TRIPLEX PROPOSAL  
427 W. SYMMES ST.  
NORMAN, OK 73069

Sheet Title  
COVER SHEET, PROJECT DATA, DRAWING INDEX, ARCHITECTURAL SITE DEVELOPMENT  
PLAN & GENERAL NOTES

REVISIONS		
No.	Date	Issue

PRIMARY ISSUE		
No.	Date	Issue
	...	PERMIT ISSUE
	...	ISSUED FOR BID
	...	ISSUED FOR CONSTRUCTION

Date 04.24.2025

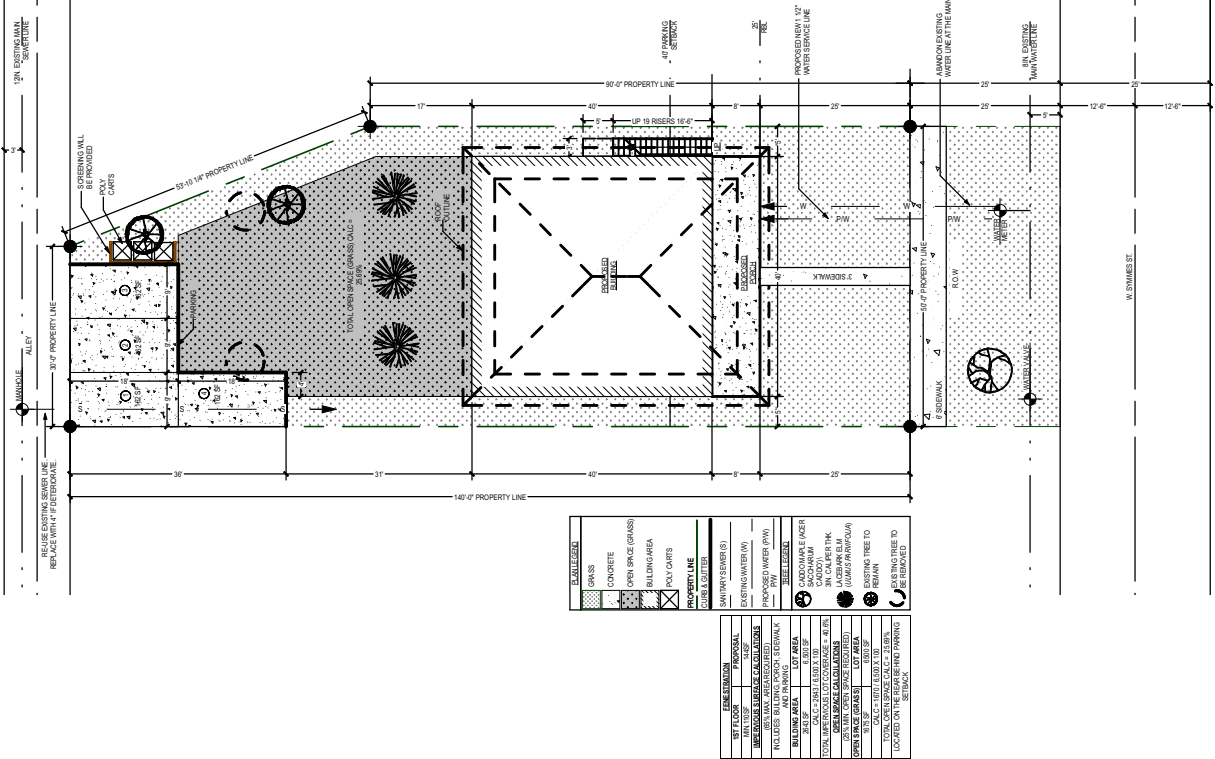
Drawn by CCG

Job Number K03

Checked by MK

Item 7.

**A001**



ARCHITECTURAL SITE DEVELOPMENT PLAN  
SCALE: 1/32" = 1'-0"

PROJECT DATA

OWNER: PHILLIP REID  
119 S. SYMMES ST.  
NORMAN, OK 73069  
PROJECT ADDRESS: PHILLIP REID  
LEGAL DESCRIPTION: LAMPAS 1ST & 2ND FLOORS LOT 1 & 2 LESS TRAILER IN NE1/4 LOT 13 NOT BELY IN NE1/4 BLM 15  
ZONING: R1  
ARCHITECT: KRITTENBRINK ARCHITECTURE, LLC  
119 W. MAIN STREET  
NORMAN, OK 73069  
PROJECT INFO: FIRST FLOOR: 1,100 SF  
SECOND FLOOR: 1,100 SF  
THIRD FLOOR: 1,100 SF  
TOTAL FLOOR AREA: 3,300 SF  
PROPOSED COVERED AREA: 3,300 SF

DRAWING INDEX

A001 COVER SHEET, PROJECT DATA, DRAWING INDEX, ARCHITECTURAL SITE DEVELOPMENT PLAN, GENERAL NOTES  
A002 PROPOSED FIRST FLOOR & SECOND FLOOR PLANS  
A003 PROPOSED EXTERIOR ELEVATIONS

GENERAL NOTES

- UTILITY SHOWN TO EXIST FOR MORE DETAILS.
- WATER SERVICE LOCATED IN FRONT OF THE BUILDING. NEW SERVICE WITH DOWNSIDE AND SPRINKLER CONNECTIONS.
- LANDSCAPING SHALL BE PROVIDED BY THE OWNER. THE ARCHITECT SHALL PROVIDE THE LAYOUT AND SPECIFICATIONS. THE OWNER SHALL MAINTAIN THE LANDSCAPING.
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NOT FOR  
CONSTRUCTION

THESE DRAWINGS ARE PROVIDED FOR APPROVAL OR REVIEW PURPOSES ONLY AND DO NOT IN ANY WAY CONSTITUTE A CONSTRUCTION DOCUMENT SET. AS SUCH, THESE DRAWINGS MAY NOT BE INCORPORATED INTO ANY SET OF DRAWINGS USED FOR CONSTRUCTION.



# PLANNING INTERIORS

19 W. MAIN STREET  
NORMAN, OK 73069  
405.579.7883  
FAX 405.292.0545



## PROPOSED EXTERIOR FRONT ELEVATION

SCALE: 3/32" = 1'-0"

FENESTRATION CALCULATIONS					
LEVEL	WALL WIDTH	WALL HEIGHT	WALL AREA	REQUIRED FENESTRATION (25%)	PROVIDED FENESTRATION
FIRST FLOOR	40 FT.	11 FT.	40 x 11 = 440 SF	440 x 0.25 = 110 SF	6 x 8 x 3 = 144 SF
SECOND FLOOR	40 FT.	11 FT.	40 x 11 = 440 SF	440 x 0.25 = 110 SF	6 x 8 x 3 = 144 SF

CEILING HEIGHTS REQUIREMENTS			
	LEVEL	REQUIRED HEIGHT	PROVIDED HEIGHT
	FIRST FLOOR	9' - 0"	9' - 6"
	SECOND FLOOR	9' - 0"	9' - 6"

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PRIMARY ISSUE		
No.	Date	Issue
	...	PERMIT ISSUE
	...	ISSUED FOR BID
	...	ISSUED FOR CONSTRUCTION

Date 04/24/2025  
Drawn by CCG  
Job Number K03  
Checked by MK  
Item 7.  
A301



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 05/08/2025

**REQUESTER:** H20, LLC

**PRESENTER:** Anais Starr, Planner II

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT FOR ORDINANCE O-2425-37: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF CHAPTER 36 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS THIRTEEN (13) AND FOURTEEN (14), IN BLOCK FIFTEEN (15) OF THE T.R. WAGGONER'S FIRST ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCFBC, CENTER CITY FORM-BASED CODE, DETACHED FRONTAGE, AND PLACE SAME IN THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEROF. (427 SYMMES ST)

<b>APPLICANT/REPRESENTATIVE</b>	H20, LLC/Krittenbrink Architecture
<b>LOCATION</b>	427 W Symmes Street
<b>WARD</b>	4
<b>CORE AREA</b>	Yes
<b>REQUESTED ACTION</b>	Rezoning from Center City Form-Based Code, Detached Frontage, to Center City Form-Based Code Planned Unit Development District.
<b>LAND USE PLAN DESIGNATION</b>	Low Density Residential
<b>GROWTH AREA DESIGNATION</b>	Current Urban Service Area

**BACKGROUND:** The applicant requests a Center City Planned Unit Development (CCPUD) for the lot located at 427 W Symmes Street to allow the development of a new triplex, as outlined in Appendix B of the Center City Form-Based Code (CCFBC).

The proposal for this site is to construct a 3,840 square feet, two-story, residential building, as illustrated in Exhibit B, Site Development Plan. The CCPUD proposes two one-bedroom residential dwelling units on the ground floor and one two-bedroom residential dwelling unit on the second floor. The CCFBC requires three parking spaces while the CCPUD narrative proposes four parking spaces located off the alleyway, behind the required Parking Setback Line. The required at-grade Open Space will be provided behind the building as illustrated on Exhibit B, Site Development Plan. A set of metal exterior stairs are proposed on the east side of the structure within the five-foot setback, as another means of egress to the second floor dwelling unit. The CCPUD proposes the Finished Floor Elevation to be at-grade instead of the minimum three feet required by CCFBC Detached Frontage Building Form Standard (BFS) to provide more accessibility to the ground floor units.

The proposed two-story structure will comply with the Required Build Line located 25' behind the property line, which aligns with the adjacent properties as required by the CCFBC Detached Frontage. The Parking Setback Line will remain as shown on the CCFBC Regulating Plan.

### **PROCEDURAL REQUIREMENTS:**

#### **PRE-DEVELOPMENT: PD25-10, April 24, 2025**

A Pre-Development meeting is not required for this application, however, the applicant chose to have a meeting to allow neighbors to learn about the proposed redevelopment of this parcel. There were two residents from the neighborhood in attendance. They had questions about the number of dwelling units and bedrooms and the design of the proposed structure. Staff from Krittenbrink Architecture answered their questions. The residents had no further concerns.

**BOARD OF PARKS COMMISSIONERS:** Parkland dedication is not required for this application.

### **ZONING ORDINANCE CITATION:**

APPENDIX B, SEC. 520 CENTER CITY PLANNED UNIT DEVELOPMENT - CCPUD

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

Specifically, the purposes of this section are to:

1. Provide an alternative zoning district to the CCFBC where a property owner proposes a development that does not meet the strict regulations required in the CCFBC.
2. Provide open space/street space that is compatible with the concepts of the CCFBC.
3. Provide comprehensive and innovative planning and design for a development which is consistent and compatible with surrounding developments.
4. Provide more efficient and economic use of land resulting in an urban/ pedestrian environment.
5. Provide complete and useful information which will enable the Planning Commission and City Council to make more informed decisions on land use.



6. Encourage developments that achieve community goals, such as, but not limited to, aging in place, or affordable housing, or other emerging trends in housing, that may not be able to meet all the required elements of the Center City Form Based Code.

**STAFF ANALYSIS:** The applicant requests a CCPUD for this site to construct a residential triplex structure on this lot addressed as 427 W Symmes Street. The primary purpose for this CCPUD is to request the use of a residential triplex on the subject tract. The applicant will comply with most of the CCFBC requirements. However, due to the desired design of the structure, the applicant is requesting the following modifications to the CCFBC, as follows:

1. Allow the use of three dwelling units instead of one dwelling unit with an accessory dwelling as allowed in CCFBC Detached Frontage.
2. Allow the use of Short Term Rental in addition to the residential living use.
3. Allow at grade Finished Floor Elevation instead of the required minimum of three foot Finished Floor.
4. Allow for a metal exterior staircase to extend into the required five foot setback on the east side of the structure.

Per the CCPUD Narrative, the remainder of the proposal will be in accordance with the current CCFBC code.

**USE:** This CCPUD Narrative requests the use of three dwelling units and Short Term Rental. The CCFBC Detached Frontage allows for a single dwelling unit and an accessory dwelling.

**PARKING:** Under the CCFBC, the one bedroom studios and the two bedroom unit would require three parking spaces. The CCPUD Site Development Plan proposes four parking spaces behind the building, off the alleyway, in compliance with the Parking Setback Line. Bike racks are not required in the CCFBC Detached Frontage and this CCPUD does not propose any bike racks.

**LANDSCAPING:** The CCPUD Narrative proposes to meet the required 25% Open Space behind the structure as illustrated on Exhibit B, Site Development Plan. Landscaping will be met with three trees provided in the required Open Space and one street tree in front of the building as required by the CCFBC.

**SIGNAGE:** There is not any signage beyond the street address proposed for the property. Any future signage for the property would comply with 402. General Provisions, Section M of the CCFBC.

**LIGHTING:** The project will comply with 402. General Provisions, Section N. Lighting & Mechanical of the CCFBC.

**SANITATION/UTILITIES:** The applicant proposes three polycarts to service the property's sanitation needs. A screening wall will be provided for the polycarts.

**FENCING/WALLS:** No fencing is proposed by the CCPUD. Any future fencing would comply with CCFBC Detached Frontage requirements.

**PARKS:** Centennial Park is located two lots east of this property at 411 W Symmes Street.

## **ALTERNATIVES/ISSUES:**

**IMPACTS:** Previous zoning requests in the vicinity have sought to maintain the residential single-family dwelling character of this neighborhood. In 2016, the residents of this neighborhood successfully petitioned to downzone from R-2, Multi-Family Dwelling District, to R-1, Single-Family Dwelling District. In 2017, with the adoption of the CCFBC District, this neighborhood was designated Detached Frontage BFS which allows the use of either a single-family dwelling or single-family dwelling with an accessory dwelling. The Detached Frontage regulations adopted were to ensure the single-family residential character of new developments would match the existing neighborhood. One such regulation was the Finished Floor Elevation which was set at a minimum of three feet for new structures so that they might match the existing structures found in this neighborhood.

The applicant's proposal for a two-story residential triplex exceeds the allowed number of residential units and does not meet the three foot Finished Floor Elevation required for the Detached Frontage BFS. However, this CCPUD is seeking to replace the existing two-story triplex with a similar structure and use. The proposed structure will have the Finished Floor Elevation at grade level, allowing for more accessibility to the ground floor. The proposed triplex structure meets the goal of the CCFBC to increase the variety of housing types in Norman's Core while maintaining a residential look for the structure. The proposed structure should not impact the pedestrian-friendly feel of the street, and the overall design meets many of the design elements found in the residential neighborhood while providing desired housing in the urban core.

## **OTHER AGENCY COMMENTS:**

**FIRE DEPARTMENT AND BUILDING PERMIT REVIEW:** The stair in the 5' side setback is to be built of non-combustible material with no roof cover. A sprinkler head will need to be installed under the second-floor landing, which will tie into the NFPA 13 system.

**PUBLIC WORKS/ENGINEERING:** The subject property is platted as part of Waggoner's 1<sup>st</sup> Addition. Existing City utilities service the site.

**TRAFFIC ENGINEER:** No traffic issues or impacts are anticipated.

## **UTILITIES:**

**Water:** Existing water services not proposed to be used must be abandoned at the main. Existing water service cannot be reused unless it is verified to be non-lead.

**Wastewater:** Existing sewer service(s), if not to be reused, must be abandoned at the main at the time of building permit.

**Sanitation:** Solid waste service only. Recycling will only be available through the use of one of the regional recycling centers.

**CONCLUSION:** Staff forwards this request for a Center City Planned Unit Development and Ordinance O-2425-37 to the Planning Commission for consideration and a recommendation to City Council.

# 427 W. SYMMES STREET

CENTER CITY PLANNED UNIT DEVELOPMENT

APPLICANT:

**H20, LLC**

APPLICATION FOR:

CENTER CITY PLANNED UNIT DEVELOPMENT

SUBMITTED: APRIL 1, 2025

Revised April 29, 2025

PREPARED BY:

Mark Krittenbrink

Krittenbrink Architecture

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## I. INTRODUCTION

This Center City Planned Unit Development (the “CCPUD”) is being submitted for the property located at 427 W. Symmes Street, as more specifically described on Exhibit A (the “Property”). The Property contains approximately .14 acres. This CCPUD seeks to rezone the Property from the existing Center City Form Based Code, Detached Frontage, to a Center City Planned Unit Development to allow for a two-story building with two studio units on the Ground Story and one two-bedroom unit on the second story. Additionally, the CCPUD proposes a finished floor elevation at grade to allow for accessibility on the first floor. This CCPUD seeks to relax the allowable use for Detached Frontage to allow for a triplex, while meeting majority of the remaining development regulations of the Center City Form Based Code for Detached Frontage. The purpose of the CCPUD is to allow for discrete departures from the existing applicable zoning only as specifically set forth herein, the Property otherwise remaining subject to existing zoning regulations, and as thereafter amended, as is consistent with the terms of the CCPUD.

## II. PROPERTY DESCRIPTION/EXISTING CONDITIONS

### A. Location

The Property is approximately a 6,500 square foot parcel located at 427 W. Symmes Street. The specific location is illustrated on the Site Development Plan, attached hereto as **Exhibit B**.

### B. Existing Land Use and Zoning

The Property currently contains a 2-story triplex structure. This property’s existing zoning is Center City Form Based Code, with the Detached Frontage Building Form Standard (“BFS”). The existing BFS allows for the construction of a single-family house and one accessory unit. This proposal seeks to maintain the use of a triplex on this property, which requires the re-zoning to a Center City Planned Unit Development (CCPUD) to allow for a two-story building with two studio units on the Ground Story and one two-bedroom unit on the second floor.

### C. Elevation and Topography

The topography of the Property is generally flat and drains to both the alleyway and Symmes Street.

### D. Utility Services

The necessary utility services for this project are already located; electric and sewer at rear (north) and water at front (south).

#### **E. Fire Protection Services**

Fire protection services will be provided by the City of Norman Fire Department and by the owner of the Property where required by building and fire protection codes in the structures.

#### **F. Traffic Circulation and Access**

Symmes Street is located along the South boundary of the Property and the public alleyway is located along the North boundary of the property.

### **III. DEVELOPMENT PLAN AND DESIGN CONCEPT**

This proposal seeks to maintain the use of a triplex on this property, which requires re-zoning to a Center City Planned Unit Development (CCPUD) to allow three dwelling units in the form of a two-story building with two studio units on the Ground Story and one two-bedroom unit on the second floor.

The Property shall be developed in compliance with the CCFBC, as thereafter amended except as noted with the terms of this CCPUD and the exhibits attached hereto and incorporated herein by reference, subject to the allowances contained in Section 520(F), Administration, of the CCFBC, and as thereafter amended.

#### **A. Uses permitted**

This CCPUD will allow Uses as follows, as defined by Section 702 of the Center City Form Based Code, and as thereafter amended:

Residential Uses as follows: Household Living and Group Living;

Under this CCPUD – A maximum of three (3) dwelling units as demonstrated on the attached Exhibit B Site Development Plan.

Short-Term Rental

Commercial Uses as follows: Overnight Lodging;

#### **B. Development Criteria**

**Number of Dwelling Units.** The current BFS, Detached Frontage, allows for one dwelling and one accessory dwelling unit. This CCPUD would allow a two-story with a maximum of three dwelling units in the form of a triplex, as illustrated on Exhibit B, Site Development Plan. The CCPUD proposes two studio units on the Ground Floor and one two-bedroom dwelling unit on the second floor.

**Siting.** The current BFS, Detached Frontage, states, development and redevelopment, may construct at the setback of the existing structure or follow an existing setback on an adjacent/neighbor property in the Detached Frontage BFS only. This CCPUD proposes to meet this with a proposed Required Building Line (“RBL”) to be set at twenty-five feet (25’) behind the front property line fronting Symmes Street and the Parking Setback Line, shall remain at forty-two feet (42’) behind the front property line, as illustrated on the Site Development Plan, attached as **Exhibit B**. The RBL, designated on regulating plan as an absolute line, incorporates an offset area (or depth) of 24 inches behind that line (into the buildable area) allowing for jogs, façade articulation, etc. unless otherwise designated herein. Therefore, where the façade is placed within that 24-inch zone, it is considered to be “built to” the RBL. This will allow for the retention of the front green space that has historically existed on the parcel. The existing concrete drive will be removed as required by the CCFB Code.

To provide additional egress from the second story for safety, this CCPUD proposes to allow for fire stairs to extend into buildable area on the east side of the structure as illustrated on Exhibit C.

A front porch with a minimum depth of eight feet (8’) and a maximum depth of ten (10’), shall be built to the front RBL as illustrated on the Site Development Plan, Exhibit B. The front porch shall be a minimum of ½ the width of the façade. Front Stairs shall be allowed to encroach over the RBL, if necessary, but not into the right-of-way.

**Building Height.** The proposed triplex shall be at maximum of two stories with a maximum of 27’ in height. The current BFS requires a finish floor elevation no less than three (3) and no more than eight (8) feet. The CCPUD will allow for a ground story finished floor elevation be at grade and no lower than the average fronting public sidewalk elevation. This will allow for accessibility to the first floor for residents or visitors to the triplex. The ground story shall have an interior clear ceiling height of at least nine (9’) feet. The minimum clear height for the second story is nine (9’) feet.

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

### **Fenestration**

The development will comply with the CCFBC Detached Frontage requirements, which state blank lengths of wall exceeding 15 linear feet are prohibited on all Facades and fenestration shall comprise between 25% but no more than 70% of the front façade. It should be noted, the proposed

development is consistent with properties of like build and use located immediately adjacent to the proposed development.

### **Building Projections**

The proposed triplex shall have a front porch with a depth of eight (8') and will span across the entire RBL (40'). Additionally, there shall be a steel communicating stair in the east 5' side yard setback. This stair will be open structure, with no roof, and a sprinkler head will be located under the landing at second floor. No part of the building except the roof overhang and the front stairs may encroach beyond the RBL into the Dooryard.

### **Door Entries**

At least one functioning door shall be provided along the Ground Story Façade.

## **C. Traffic Access/Sidewalks**

Vehicular access to the driveway for the Property shall be off the alleyway. Access for pedestrians is planned through use of private sidewalks that intersect the existing sidewalk along W. Symmes Street. The existing public sidewalks will be replaced with a six-foot wide sidewalk, as required by the CCFBC, prior to a Certificate of Occupancy. Site driveway and parking is shown on the Site Development Plan, **Exhibit B**.

## **D. Open Space/Landscaping**

The proposed area of the new structure is similar to the buildings and pavement immediately adjacent to the Property. The proposed Open Space will exceed the required 25% Open Space as required by the CCFBC, as is indicated on the Site Development Plan, attached as **Exhibit B**.

Currently, there are two mature trees that will be retained. There are two other trees (one dead) that shall be removed as illustrated on Exhibit B, Site Development Plan.

One tree per 800 square feet shall be provided and maintained in the required Open Space, as shown on the Site Development Plan, Exhibit B, reviewed and approved by the City Forester prior to installation. One tree shall be provided and maintained in front yard on public right of way to meet the Street Tree requirement.



**E. Drainage**

This parcel shall redevelop with a maximum impervious surface coverage of 65%, impervious calculations will be submitted with the building permit application.

**F. Lighting**

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

**G. Parking**

Each studio unit will have one parking space each and the two-bedroom unit will have two parking spaces for a total of four. None are required to be handicap accessible. As shown on Exhibit B, Site Development Plan.

**H. Exterior Materials**

The exterior materials of the two story three-unit structure on the Property may be wood, fiber cement boards/siding, brick, glass, stone, synthetic stone, stucco, EIFS (high impact quality), masonry, metal accents, with composition shingles, and any combination thereof.

**I. Fencing**

Fencing shall not be required on the Property. However, any fence installed shall meet the following:

1. Front Yard Fences shall be a minimum height of thirty (30) inches and a maximum height of forty (40) inches. Any front yard fence shall be placed within one foot of the Clear Walkway/Dooryard line parallel to the RBL. Any side fences shall be placed along Common Lot Lines to a point at least even with the Façade.
2. A privacy fence with a maximum height of eight (8') feet may be constructed along a Common Lot Line behind the Façade.

**J. Sanitation**

Polycarts for each unit will be provided through the city's sanitation service. The property owner intends there to be a total of 3 proposed polycarts for this property. Screening of polycarts will be provided.

**K. Egress**

A metal stair, open to the weather, shall be installed on the east side of the building, allowing pedestrian flow from the second floor to the front yard. This open steel stair to exist in the 5' side yard setback. As shown on Exhibit B, Site Development Plan.

**L. CCFBC Standards:**

The Property shall be developed in accordance with the terms of the CCPUD and the exhibits attached hereto and incorporated by reference. For convenience purposes, a summary of the CCPUD Standards are as follows:

1. Allow the use of triplex (maximum of three dwelling units) and the use of Short Term Rentals.
2. Allow for metal fire stairs to extend into side setback.
3. Allow Finished Floor Elevation at grade instead of the Detached Frontage requirement of 3' to permit accessibility.

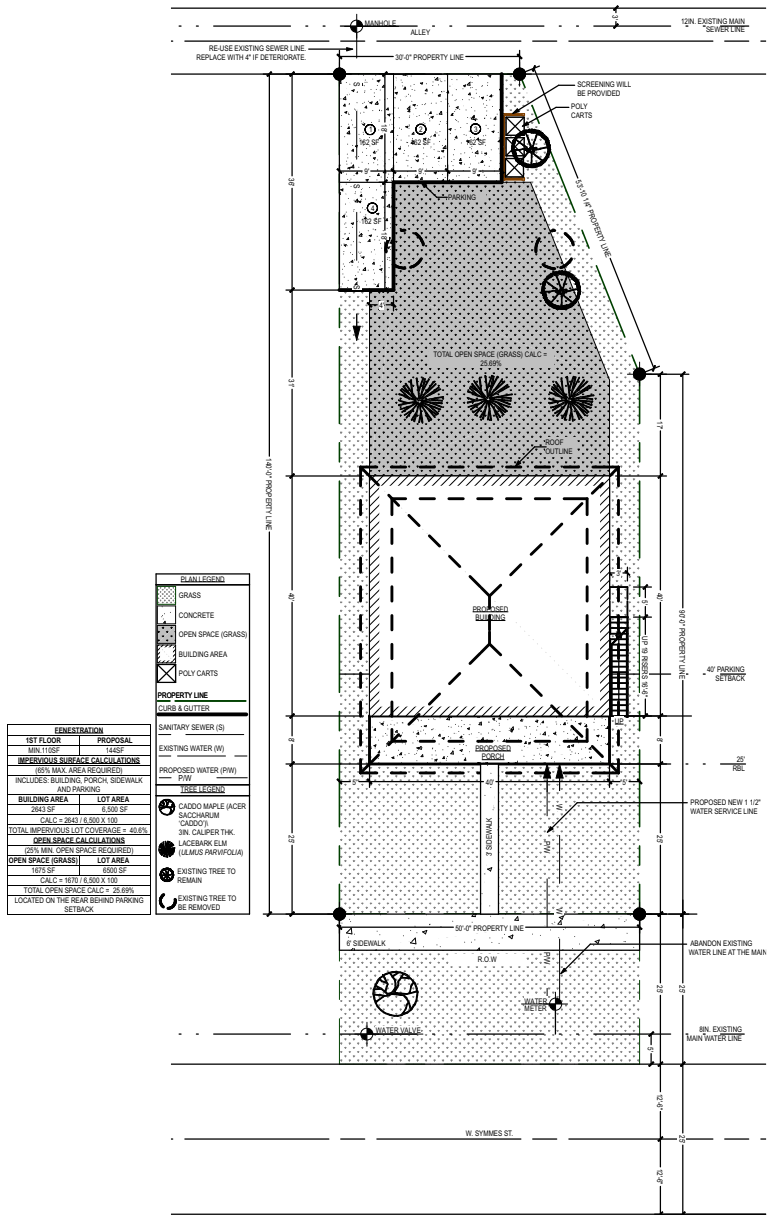


## **“EXHIBIT A”**

### Legal Description of the Property

Lots Thirteen (13) and Fourteen (14), in Block Fifteen (15), of T. R. WAGGONER’S FIRST ADDITION, to Norman, Cleveland County, Oklahoma according to the recorded plat thereof, LESS AND EXCEPT: That part of Lot Thirteen (13) described as follows: Beginning at the Northeast Corner of said Lot Thirteen (13); thence West 20 feet; thence Southeasterly to a point on the East line of Lot Thirteen (13), which is 50 feet South of the Northeast Corner of Lot Thirteen (13); thence North 50 feet to the Point of Beginning.

# "EXHIBIT B"



## ARCHITECTURAL SITE DEVELOPMENT PLAN

SCALE: 1/32" = 1'-0"

### PROJECT DATA

OWNER: PHILLIP REID  
118 S. BROADWAY  
WEATHERFORD, OK 73066  
(800) 352-3071  
PHILLIP@PHILLIPREID.NET

PROJECT ADDRESS: 427 W. SYMMES ST.  
NORMAN, OK 73069

LEGAL DESCRIPTION: LARSHS 1ST & WAGGONERS LOT 13 AND 14 LESS TRIANGLE IN NE 1/4 LOT 13 N20° ELY 50° N20° P08 BLK 15

ZONING: R1

ARCHITECT: KRITTENBRINK ARCHITECTURE LLC  
MARK KRITTENBRINK  
119 W. MAIN STREET  
NORMAN, OK 73069  
405.579.7883

PROJECT INFO: TWO-STORY BUILDING WITH TWO STUDIO UNITS ON THE GROUND STORY AND ONE 2-BEDROOM UNIT ON THE SECOND STORY  
FIRST FLOOR 1800 SF  
SECOND FLOOR 120 SF  
PROPOSED COVERED PORCH 100 SF  
PROPOSED COVERED DECK 100 SF

### DRAWING INDEX

A001 COVER SHEET, PROJECT DATA, DRAWING INDEX, ARCHITECTURAL SITE DEVELOPMENT PLAN & GENERAL NOTES  
A001 PROPOSED FIRST FLOOR & SECOND FLOOR PLANS  
A001 PROPOSED EXTERIOR FRONT ELEVATION

### GENERAL NOTES

1. UTILITIES REFER TO EXHIBIT B FOR MORE DETAILS.
2. WATER METER LOCATED IN FRONT OF THE BUILDING. NEW SERVICE BOTH DOMESTIC AND SPRINKLER WILL CONNECT HERE.
3. ELECTRIC SERVICE REMAINING ABOVE GROUND AT THE BACK ALLEY AND FEEDS THREE DIFFERENT UNITS CORRECTLY. WE WILL MAINTAIN THIS SERVICE.
4. GAS SERVICE FEEDS FROM THE ALLEY.
5. EXISTING WATER AND SEWER SERVICES, IF NOT TO BE REUSED, MUST BE ABANDONED AT THE MAIN.
6. TRASH RECEPTACLES WILL BE SCREENED IN THEIR STORAGE LOCATION AND THE PROPOSED LOCATION FOR PICKUP. REFER TO EXHIBIT B FOR MORE DETAILS.
7. OPEN SPACE WILL BE GRASS.
8. IMPERVIOUS SURFACE CALCULATIONS INCLUDES BUILDING, PORCH, SIDEWALK AND PARKING.

CON Item 7.

THESE DRAWINGS ARE PROVIDED FOR APPROVAL OR REVIEW PURPOSES ONLY AND DO NOT IN ANY WAY CONSTITUTE A CONSTRUCTION DOCUMENT SET. AS SUCH, THESE DRAWINGS MAY NOT BE INCORPORATED INTO ANY SET OF DRAWINGS USED FOR CONSTRUCTION.

**KRITTENBRINK**  
Architecture LLC  
ARCHITECTURE  
PLANNING  
INTERIORS  
119 W. MAIN STREET  
NORMAN, OK 73069  
405.579.7883  
FAX 405.292.0545

**PHILLIP REID**  
TRIPLEX PROPOSAL  
427 W. SYMMES ST.  
NORMAN, OK 73069

Sheet Title  
COVER SHEET, PROJECT DATA, DRAWING INDEX, ARCHITECTURAL SITE DEVELOPMENT PLAN & GENERAL NOTES

REVISIONS		
No.	Date	Issue

PRIMARY ISSUE		
No.	Date	Issue

Date: 04.24.2025

Drawn by: CCG  
Checked by: MK

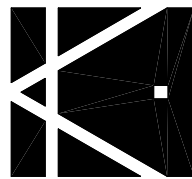
Job Number: 123

A001

# "EXHIBIT C"

CON Item 7.

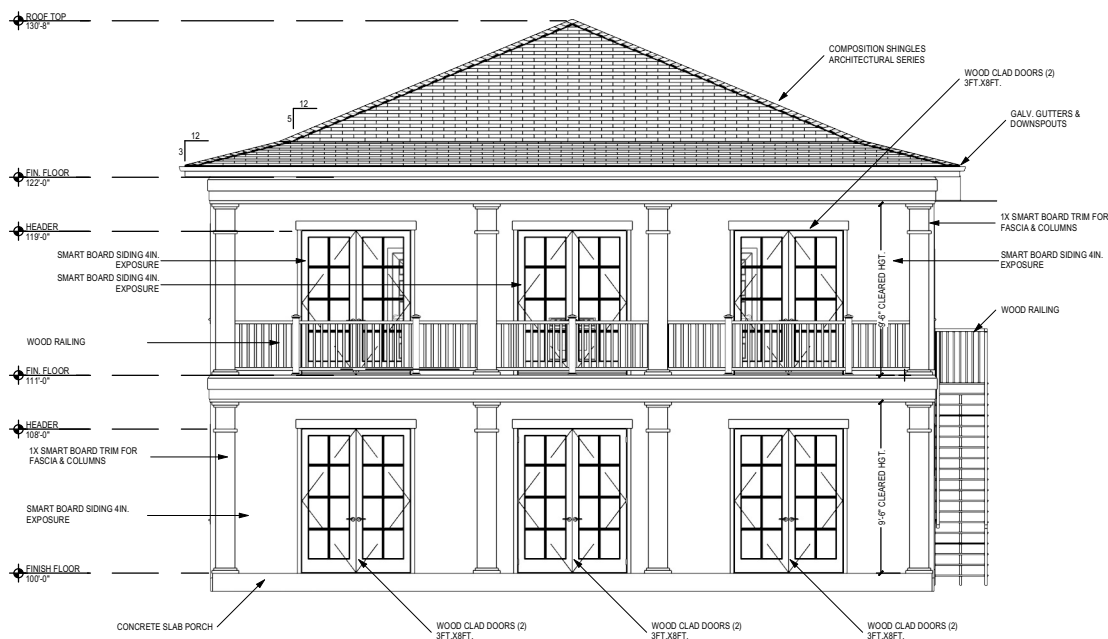
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**KRITTENBRINK**  
Architecture LLC

ARCHITECTURE  
PLANNING  
INTERIORS

119 W. MAIN STREET  
NORMAN, OK 73069  
405.579.7983  
FAX 405.292.0545



## PROPOSED EXTERIOR FRONT ELEVATION

SCALE: 3/32" = 1'-0"

PHILLIP REID  
TRIPLEX PROPOSAL  
427 W. SYMMES ST.  
NORMAN, OK 73069

Sheet Title  
PROPOSED EXTERIOR FRONT ELEVATION

### FENESTRATION CALCULATIONS

LEVEL	WALL WIDTH	WALL HEIGHT	WALL AREA	REQUIRED FENESTRATION (25%)	PROVIDED FENESTRATION
FIRST FLOOR	40 FT.	11 FT.	40 x 11 = 440 SF	440 x 0.25 = 110 SF	6 x 8 x 3 = 144 SF
SECOND FLOOR	40 FT.	11 FT.	40 x 11 = 440 SF	440 x 0.25 = 110 SF	6 x 8 x 3 = 144 SF

### CEILING HEIGHTS REQUIREMENTS

LEVEL	REQUIRED HEIGHT	PROVIDED HEIGHT
FIRST FLOOR	9' - 0"	9' - 6"
SECOND FLOOR	9' - 0"	9' - 6"

### REVISIONS

No.	Date	Issue

### PRIMARY ISSUE

No.	Date	Issue
	...	PERMIT ISSUE
	...	ISSUED FOR BID
	...	ISSUED FOR CONSTRUCTION

Date 04.24.2025

Drawn by CCG Checked by MK

Job Number K

124  
**A301**

**Applicant:** H20, LLC/Krittenbrink Architecture

**Project Location:** 427 W Symmes Street

**Case Number:** 25-0

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

**Applicant/Representative:** Cody Douglas and Catherine Gilarranz, Krittenbrink Architecture

**Attendees**

Diane Vanlandingham, 426 Eufaula, Norman OK  
Sarah Islen, 520 Eufaula, Norman, OK

**City Staff** Anais Starr, Planner II

**Application Summary** The request is for a Center City Planned Unit Development (CCPUD) to allow the development of a new triplex. The new building will be 3,840 square feet, two-story, residential building. The triplex will have two one-bedroom residential dwelling units on the ground floor and one two-bedroom residential dwelling unit on the second floor. There will be four (4) parking spaces located off the alleyway, behind the required Parking Setback Line. At grade required Open Space will be provided behind the building. A set of metal exterior stairs are proposed on the east side of the structure within the 5' setback, as another means of egress to the second-floor dwelling unit. The Finished Floor Elevation will be at grade instead of the minimum three feet (3') required by CCFBC Detached Frontage Building Form Standard (BFS) to provide more accessibility to the ground floor units. The two-story structure will comply with the Required Build Line located twenty-five feet (25') behind the property line, which aligns with the adjacent properties as required by the CCFBC Detached Frontage. The Parking Setback Line will remain as shown on the CCFBC Regulating Plan.

**Neighbor's Comments/Concerns/Responses** Two residents from the neighborhood attended the meeting. They had questions about the structure's design, including the number of dwellings and bedrooms. They expressed no further concerns about the proposed development.

# 427 W. SYMMES STREET

CENTER CITY PLANNED UNIT DEVELOPMENT

APPLICANT:

**H20, LLC**

APPLICATION FOR:

CENTER CITY PLANNED UNIT DEVELOPMENT

SUBMITTED: APRIL 1, 2025

Revised April 29, 2025

PREPARED BY:

Mark Krittenbrink

Krittenbrink Architecture



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G. Parking

H. Exterior Materials

I. Fencing

J. Sanitation

K. Egress

L. CCFBC Standards

### IV. EXHIBITS

A. Legal Description

B. Site Development Plan

C. Front Exterior Elevation

## I. **INTRODUCTION**

This Center City Planned Unit Development (the “CCPUD”) is being submitted for the property located at 427 W. Symmes Street, as more specifically described on Exhibit A (the “Property”). The Property contains approximately .14 acres. This CCPUD seeks to rezone the Property from the existing Center City Form Based Code, Detached Frontage, to a Center City Planned Unit Development to allow for a two-story building with two studio units on the Ground Story and one two-bedroom unit on the second story. Additionally, the CCPUD proposes a finished floor elevation at grade to allow for accessibility on the first floor. This CCPUD seeks to relax the allowable use for Detached Frontage to allow for a triplex, while meeting majority of the remaining development regulations of the Center City Form Based Code for Detached Frontage. The purpose of the CCPUD is to allow for discrete departures from the existing applicable zoning only as specifically set forth herein, the Property otherwise remaining subject to existing zoning regulations, and as thereafter amended, as is consistent with the terms of the CCPUD.

## II. **PROPERTY DESCRIPTION/EXISTING CONDITIONS**

### A. **Location**

The Property is approximately a 6,500 square foot parcel located at 427 W. Symmes Street. The specific location is illustrated on the Site Development Plan, attached hereto as **Exhibit B**.

### B. **Existing Land Use and Zoning**

The Property currently contains a 2-story triplex structure. This property’s existing zoning is Center City Form Based Code, with the Detached Frontage Building Form Standard (“BFS”). The existing BFS allows for the construction of a single-family house and one accessory unit. This proposal seeks to maintain the use of a triplex on this property, which requires the re-zoning to a Center City Planned Unit Development (CCPUD) to allow for a two-story building with two studio units on the Ground Story and one two-bedroom unit on the second floor.

### C. **Elevation and Topography**

The topography of the Property is generally flat and drains to both the alleyway and Symmes Street.

### D. **Utility Services**

The necessary utility services for this project are already located; electric and sewer at rear (north) and water at front (south).

#### **E. Fire Protection Services**

Fire protection services will be provided by the City of Norman Fire Department and by the owner of the Property where required by building and fire protection codes in the structures.

#### **F. Traffic Circulation and Access**

Symmes Street is located along the South boundary of the Property and the public alleyway is located along the North boundary of the property.

### **III. DEVELOPMENT PLAN AND DESIGN CONCEPT**

This proposal seeks to maintain the use of a triplex on this property, which requires re-zoning to a Center City Planned Unit Development (CCPUD) to allow three dwelling units in the form of a two-story building with two studio units on the Ground Story and one two-bedroom unit on the second floor.

The Property shall be developed in compliance with the CCFBC, as thereafter amended except as noted with the terms of this CCPUD and the exhibits attached hereto and incorporated herein by reference, subject to the allowances contained in Section 520(F), Administration, of the CCFBC, and as thereafter amended.

#### **A. Uses permitted**

This CCPUD will allow Uses as follows, as defined by Section 702 of the Center City Form Based Code, and as thereafter amended:

Residential Uses as follows: Household Living and Group Living;

Under this CCPUD – A maximum of three (3) dwelling units as demonstrated on the attached Exhibit B Site Development Plan.

Short-Term Rental

Commercial Uses as follows: Overnight Lodging;

#### **B. Development Criteria**

**Number of Dwelling Units.** The current BFS, Detached Frontage, allows for one dwelling and one accessory dwelling unit. This CCPUD would allow a two-story with a maximum of three dwelling units in the form of a triplex, as illustrated on Exhibit B, Site Development Plan. The CCPUD proposes two studio units on the Ground Floor and one two-bedroom dwelling unit on the second floor.

**Siting.** The current BFS, Detached Frontage, states, development and redevelopment, may construct at the setback of the existing structure or follow an existing setback on an adjacent/neighbor property in the Detached Frontage BFS only. This CCPUD proposes to meet this with a proposed Required Building Line (“RBL”) to be set at twenty-five feet (25’) behind the front property line fronting Symmes Street and the Parking Setback Line, shall remain at forty-two feet (42’) behind the front property line, as illustrated on the Site Development Plan, attached as **Exhibit B**. The RBL, designated on regulating plan as an absolute line, incorporates an offset area (or depth) of 24 inches behind that line (into the buildable area) allowing for jogs, façade articulation, etc. unless otherwise designated herein. Therefore, where the façade is placed within that 24-inch zone, it is considered to be “built to” the RBL. This will allow for the retention of the front green space that has historically existed on the parcel. The existing concrete drive will be removed as required by the CCFB Code.

To provide additional egress from the second story for safety, this CCPUD proposes to allow for fire stairs to extend into buildable area on the east side of the structure as illustrated on Exhibit C.

A front porch with a minimum depth of eight feet (8’) and a maximum depth of ten (10’), shall be built to the front RBL as illustrated on the Site Development Plan, Exhibit B. The front porch shall be a minimum of ½ the width of the façade. Front Stairs shall be allowed to encroach over the RBL, if necessary, but not into the right-of-way.

**Building Height.** The proposed triplex shall be at maximum of two stories with a maximum of 27’ in height. The current BFS requires a finish floor elevation no less than three (3) and no more than eight (8) feet. The CCPUD will allow for a ground story finished floor elevation be at grade and no lower than the average fronting public sidewalk elevation. This will allow for accessibility to the first floor for residents or visitors to the triplex. The ground story shall have an interior clear ceiling height of at least nine (9’) feet. The minimum clear height for the second story is nine (9’) feet.

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

### **Fenestration**

The development will comply with the CCFBC Detached Frontage requirements, which state blank lengths of wall exceeding 15 linear feet are prohibited on all Facades and fenestration shall comprise between 25% but no more than 70% of the front façade. It should be noted, the proposed

development is consistent with properties of like build and use located immediately adjacent to the proposed development.

### **Building Projections**

The proposed triplex shall have a front porch with a depth of eight (8') and will span across the entire RBL (40'). Additionally, there shall be a steel communicating stair in the east 5' side yard setback. This stair will be open structure, with no roof, and a sprinkler head will be located under the landing at second floor. No part of the building except the roof overhang and the front stairs may encroach beyond the RBL into the Dooryard.

### **Door Entries**

At least one functioning door shall be provided along the Ground Story Façade.

## **C. Traffic Access/Sidewalks**

Vehicular access to the driveway for the Property shall be off the alleyway. Access for pedestrians is planned through use of private sidewalks that intersect the existing sidewalk along W. Symmes Street. The existing public sidewalks will be replaced with a six-foot wide sidewalk, as required by the CCFBC, prior to a Certificate of Occupancy. Site driveway and parking is shown on the Site Development Plan, **Exhibit B**.

## **D. Open Space/Landscaping**

The proposed area of the new structure is similar to the buildings and pavement immediately adjacent to the Property. The proposed Open Space will exceed the required 25% Open Space as required by the CCFBC, as is indicated on the Site Development Plan, attached as **Exhibit B**.

Currently, there are two mature trees that will be retained. There are two other trees (one dead) that shall be removed as illustrated on Exhibit B, Site Development Plan.

One tree per 800 square feet shall be provided and maintained in the required Open Space, as shown on the Site Development Plan, Exhibit B, reviewed and approved by the City Forester prior to installation. One tree shall be provided and maintained in front yard on public right of way to meet the Street Tree requirement.

**E. Drainage**

This parcel shall redevelop with a maximum impervious surface coverage of 65%, impervious calculations will be submitted with the building permit application.

**F. Lighting**

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

**G. Parking**

Each studio unit will have one parking space each and the two-bedroom unit will have two parking spaces for a total of four. None are required to be handicap accessible. As shown on Exhibit B, Site Development Plan.

**H. Exterior Materials**

The exterior materials of the two story three-unit structure on the Property may be wood, fiber cement boards/siding, brick, glass, stone, synthetic stone, stucco, EIFS (high impact quality), masonry, metal accents, with composition shingles, and any combination thereof.

**I. Fencing**

Fencing shall not be required on the Property. However, any fence installed shall meet the following:

1. Front Yard Fences shall be a minimum height of thirty (30) inches and a maximum height of forty (40) inches. Any front yard fence shall be placed within one foot of the Clear Walkway/Dooryard line parallel to the RBL. Any side fences shall be placed along Common Lot Lines to a point at least even with the Façade.
2. A privacy fence with a maximum height of eight (8') feet may be constructed along a Common Lot Line behind the Façade.

**J. Sanitation**

Polycarts for each unit will be provided through the city's sanitation service. The property owner intends there to be a total of 3 proposed polycarts for this property. Screening of polycarts will be provided.

**K. Egress**

A metal stair, open to the weather, shall be installed on the east side of the building, allowing pedestrian flow from the second floor to the front yard. This open steel stair to exist in the 5' side yard setback. As shown on Exhibit B, Site Development Plan.

**L. CCFBC Standards:**

The Property shall be developed in accordance with the terms of the CCPUD and the exhibits attached hereto and incorporated by reference. For convenience purposes, a summary of the CCPUD Standards are as follows:

1. Allow the use of triplex (maximum of three dwelling units) and the use of Short Term Rentals.
2. Allow for metal fire stairs to extend into side setback.
3. Allow Finished Floor Elevation at grade instead of the Detached Frontage requirement of 3' to permit accessibility.





## **“EXHIBIT A”**

### Legal Description of the Property

Lots Thirteen (13) and Fourteen (14), in Block Fifteen (15), of T. R. WAGGONER’S FIRST ADDITION, to Norman, Cleveland County, Oklahoma according to the recorded plat thereof, LESS AND EXCEPT: That part of Lot Thirteen (13) described as follows: Beginning at the Northeast Corner of said Lot Thirteen (13); thence West 20 feet; thence Southeasterly to a point on the East line of Lot Thirteen (13), which is 50 feet South of the Northeast Corner of Lot Thirteen (13); thence North 50 feet to the Point of Beginning.

Item 7.

[illegible]

10 YL 604th STREET  
WILMINGTON, DE 19804  
410.337.3333  
FAX 410.337.3333

PHILLIP REID  
TRIPLEX PROPOSAL  
427 W. SYMMES ST.  
NORMAN, OK 73069

3011b  
COVER SHEET, PROJECT DATA, DRAWING INDEX, ARCHITECTURAL SITE DEVELOPMENT  
PLAN & GENERAL NOTES

No.	Date	Issue

No.	Date	Issue
-	-	PERMIT BASIC
-	-	ISSUED FOR BID
-	-	ISSUED FOR CONSTRUCTION

Job Number
------------

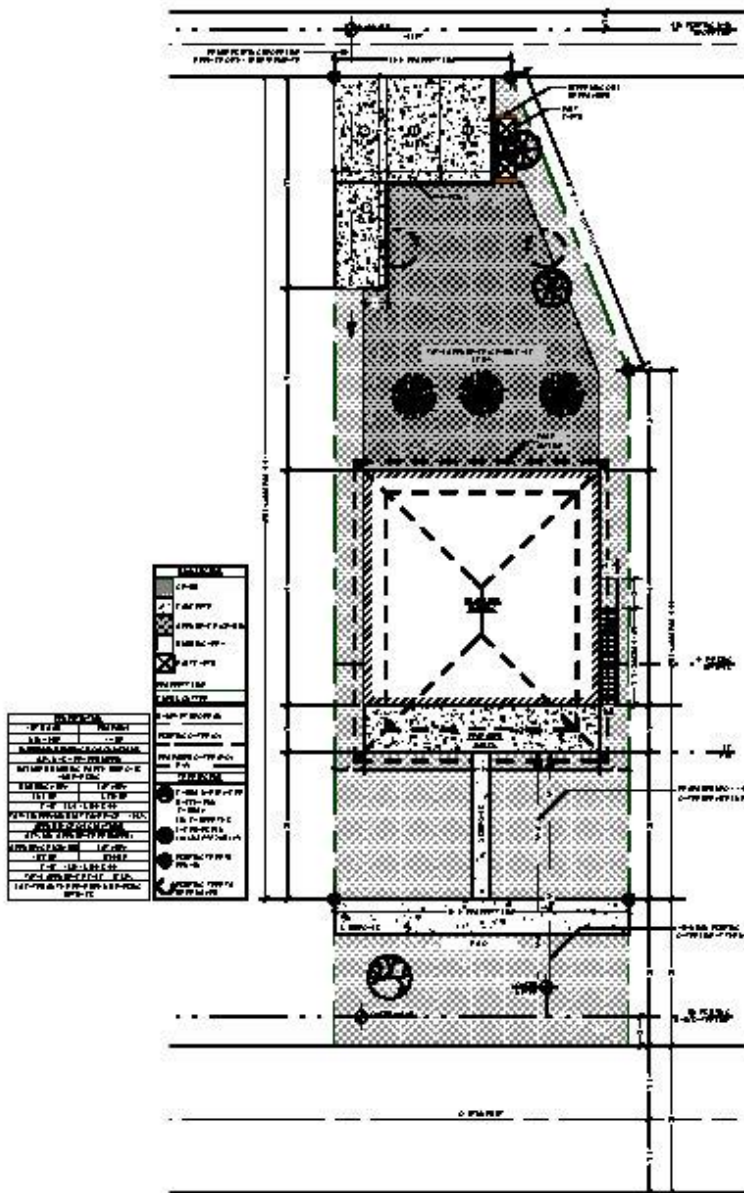
K0325

[illegible]

136

AC 10

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SCALE 1/32" = 1'-0"

[illegible]

++ T2:PP D:PPF PP APT T2 P- SP-25C BAPL -RT-177M-1 DFF BVR 2% PVT 3-6 L C PWT-15 PTC  
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 -1- PPA PACT PACT PPA 2 PACT 2 L-15C

[illegible]

136

# “EXHIBIT C”

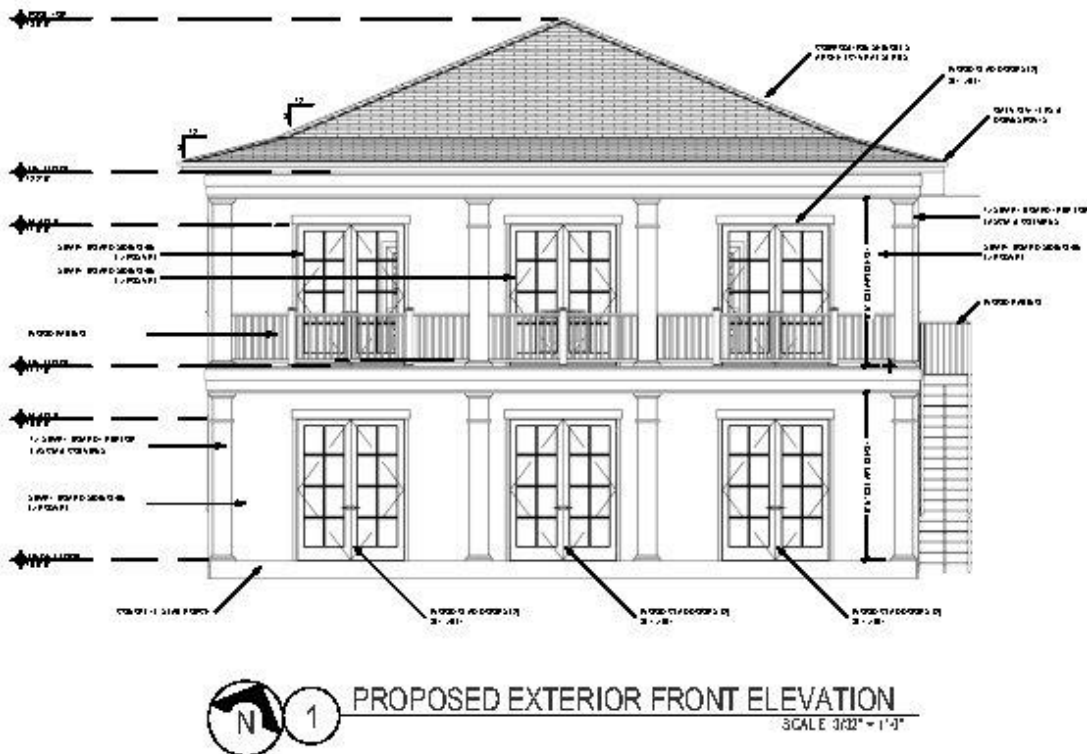
Item 7.

CONSTRUCTION

THESE SPECIFICATIONS ARE NOT TO BE USED FOR ANY OTHER PROJECTS WITHOUT THE WRITTEN PERMISSION OF KRITTENBRINK ARCHITECTURE LLC. ANY OTHER USE IS AT THE USER'S RISK.

**KRITTENBRINK**  
Architecture LLC  
ARCHITECTURE  
PLANNING  
INTERIORS

101 W. MAIN STREET  
NORMAN, OK 73069  
405.333.3333  
FAX 405.333.3334



**PHILLIP REID**  
TRIPLEX PROPOSAL  
427 W. SYMMES ST.  
NORMAN, OK 73069

**PROPOSED EXTERIOR FRONT ELEVATION**

FENESTRATION CALCULATIONS					
LEVEL	WALL WIDTH	WALL HEIGHT	WALL AREA	REQUIRED FENESTRATION (25%)	PROVIDED FENESTRATION
FIRST FLOOR	40 FT.	11 FT.	40 x 11 = 440 SF	440 x 0.25 = 110 SF	6 x 8 x 3 = 144 SF
SECOND FLOOR	40 FT.	11 FT.	40 x 11 = 440 SF	440 x 0.25 = 110 SF	6 x 8 x 3 = 144 SF

CEILING HEIGHTS REQUIREMENTS		
LEVEL	REQUIRED HEIGHT	PROVIDED HEIGHT
FIRST FLOOR	9' - 0"	9' - 6"
SECOND FLOOR	9' - 0"	9' - 6"

REVISIONS		
No.	Date	Issue

PRIMARY ISSUE		
No.	Date	Issue

Date	04.24.2025
Drawn by	CCG
Checked by	MR
Job Number	K0325
<b>A3</b>	137

"EXHIBIT B"

NOT FOR  
CONSTRUCTION

THIS DRAWING IS THE PROPERTY OF KRITTENBRINK ARCHITECTURE, LLC. IT IS TO BE USED FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF KRITTENBRINK ARCHITECTURE, LLC.



KRITTENBRINK

Architecture LLC

ARCHITECTURE

PLANNING

INTERIORS

119 W. MAIN STREET

NORMAN, OK 73069

405.578.7883

FAX 405.282.0545

PHILLIP REID

TRIPLEX PROPOSAL

427 W. SYMMES ST.

NORMAN, OK 73069

Sheet Title

COVER SHEET, PROJECT DATA, DRAWING INDEX, ARCHITECTURAL SITE DEVELOPMENT PLAN & GENERAL NOTES

REVISIONS		
No.	Date	Issue

PRIMARY ISSUE		
No.	Date	Issue

Date

04.24.2025

Drawn by

CCG

Checked by

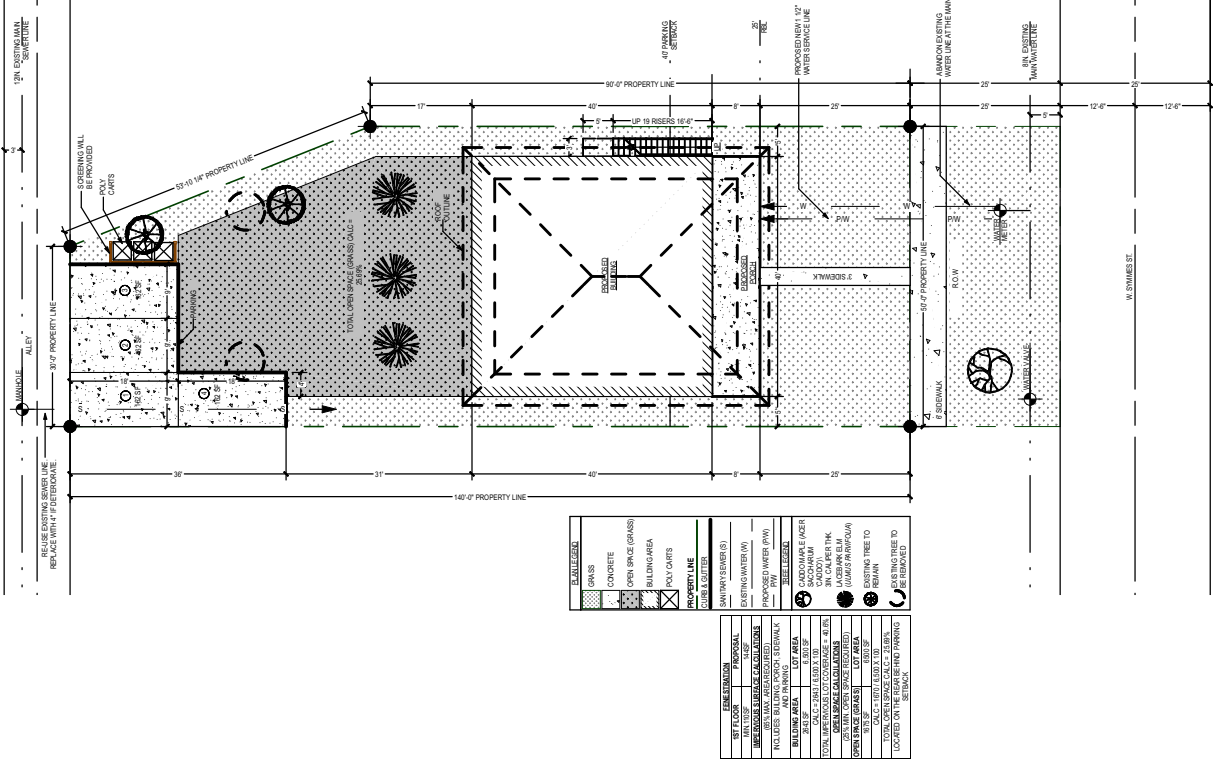
MK

Job Number

K03

Item 7.

A001



ARCHITECTURAL SITE DEVELOPMENT PLAN

SCALE: 1/32" = 1'-0"

PROJECT DATA

OWNER

PHILLIP REID  
119 S. SYMMES ST.  
NORMAN, OK 73069  
PHILLIP@PHILLIPREID.NET

PROJECT ADDRESS

427 W. SYMMES ST.  
NORMAN, OK 73069

LEGAL DESCRIPTION

LAWYERS' 1ST & 2ND ADDRESSES LOT 1 AND 4 LESS TRAILWAY IN SEC. LOT 13 NOT BELY IN NE1/4 PDB 115

ZONING

R1

ARCHITECT

KRITTENBRINK ARCHITECTURE, LLC  
119 W. MAIN STREET  
NORMAN, OK 73069  
KRITTENBRINK@KRITTENBRINKARCHITECTURE.COM

PROJECT INFO

FIRST FLOOR: 1,200 SF  
SECOND FLOOR: 1,200 SF  
TOTAL FLOOR AREA: 2,400 SF  
PROPOSED COVERED DECK: 120 SF

DRAWING INDEX

A001

COVER SHEET, PROJECT DATA, DRAWING INDEX, ARCHITECTURAL SITE DEVELOPMENT PLAN, GENERAL NOTES

A002

PROPOSED FIRST FLOOR & SECOND FLOOR PLANS

A003

PROPOSED EXTERIOR FRONT ELEVATION

GENERAL NOTES

1. UTILITY SHOWN TO EXIST FOR MORE DETAILS.
2. WATER SERVICE LOCATED IN FRONT OF THE BUILDING. NEW SERVICE WITH LOWEST AND SHOWN WILL CONNECT HERE.
3. SANITARY SERVICE LOCATED IN FRONT OF THE BUILDING. NEW SERVICE WITH LOWEST AND SHOWN WILL UNWIND THIS SERVICE.
4. GAS SERVICE LOCATED IN FRONT OF THE ALLEY.
5. EXISTING TREE TO REMAIN.
6. EXISTING TREE TO REMAIN.
7. TRAILWAY LOCATED IN THE ALLEY.
8. OPEN SPACE WILL BE GRASS.
9. EXISTING TREE TO REMAIN.
10. EXISTING TREE TO REMAIN.

NOT FOR  
CONSTRUCTION

THESE DRAWINGS ARE PROVIDED FOR APPROVAL OR REVIEW PURPOSES ONLY AND DO NOT IN ANY WAY CONSTITUTE A CONSTRUCTION DOCUMENT SET. AS SUCH, THESE DRAWINGS MAY NOT BE INCORPORATED INTO ANY SET OF DRAWINGS USED FOR CONSTRUCTION.



# PLANNING INTERIORS

19 W. MAIN STREET  
NORMAN, OK 73069  
405.579.7883  
FAX 405.292.0545



# PROPOSED EXTERIOR FRONT ELEVATION

SCALE: 3/32" = 1'-0"

CEILING HEIGHTS REQUIREMENTS		
LEVEL	REQUIRED HEIGHT	PROVIDED HEIGHT
FIRST FLOOR	9' - 0"	9' - 6"
SECOND FLOOR	9' - 0"	9' - 6"

[illegible]

PRIMARY ISSUE		
No.	Date	Issue
	...	PERMIT ISSUE
	...	ISSUED FOR BID
	...	ISSUED FOR CONSTRUCTION

Date 04/24/2025  
 Drawn by CCG  
 Job Number K03  
 Checked by MK  
 Item 7.  
 A301



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 05/08/2025

**REQUESTER:** H20, LLC

**PRESENTER:** Anais Starr, Planner II

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT FOR ORDINANCE O-2425-37: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF CHAPTER 36 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS THIRTEEN (13) AND FOURTEEN (14), IN BLOCK FIFTEEN (15) OF THE T.R. WAGGONER'S FIRST ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCFBC, CENTER CITY FORM-BASED CODE, DETACHED FRONTAGE, AND PLACE SAME IN THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEROF. (427 SYMMES ST)

<b>APPLICANT/REPRESENTATIVE</b>	H20, LLC/Krittenbrink Architecture
<b>LOCATION</b>	427 W Symmes Street
<b>WARD</b>	4
<b>CORE AREA</b>	Yes
<b>REQUESTED ACTION</b>	Rezoning from Center City Form-Based Code, Detached Frontage, to Center City Form-Based Code Planned Unit Development District.
<b>LAND USE PLAN DESIGNATION</b>	Low Density Residential
<b>GROWTH AREA DESIGNATION</b>	Current Urban Service Area

**BACKGROUND:** The applicant requests a Center City Planned Unit Development (CCPUD) for the lot located at 427 W Symmes Street to allow the development of a new triplex, as outlined in Appendix B of the Center City Form-Based Code (CCFBC).

The proposal for this site is to construct a 3,840 square feet, two-story, residential building, as illustrated in Exhibit B, Site Development Plan. The CCPUD proposes two one-bedroom residential dwelling units on the ground floor and one two-bedroom residential dwelling unit on the second floor. The CCFBC requires three parking spaces while the CCPUD narrative proposes four parking spaces located off the alleyway, behind the required Parking Setback Line. The required at-grade Open Space will be provided behind the building as illustrated on Exhibit B, Site Development Plan. A set of metal exterior stairs are proposed on the east side of the structure within the five-foot setback, as another means of egress to the second floor dwelling unit. The CCPUD proposes the Finished Floor Elevation to be at-grade instead of the minimum three feet required by CCFBC Detached Frontage Building Form Standard (BFS) to provide more accessibility to the ground floor units.

The proposed two-story structure will comply with the Required Build Line located 25' behind the property line, which aligns with the adjacent properties as required by the CCFBC Detached Frontage. The Parking Setback Line will remain as shown on the CCFBC Regulating Plan.

### **PROCEDURAL REQUIREMENTS:**

#### **PRE-DEVELOPMENT: PD25-10, April 24, 2025**

A Pre-Development meeting is not required for this application, however, the applicant chose to have a meeting to allow neighbors to learn about the proposed redevelopment of this parcel. There were two residents from the neighborhood in attendance. They had questions about the number of dwelling units and bedrooms and the design of the proposed structure. Staff from Krittenbrink Architecture answered their questions. The residents had no further concerns.

**BOARD OF PARKS COMMISSIONERS:** Parkland dedication is not required for this application.

### **ZONING ORDINANCE CITATION:**

APPENDIX B, SEC. 520 CENTER CITY PLANNED UNIT DEVELOPMENT - CCPUD

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

Specifically, the purposes of this section are to:

1. Provide an alternative zoning district to the CCFBC where a property owner proposes a development that does not meet the strict regulations required in the CCFBC.
2. Provide open space/street space that is compatible with the concepts of the CCFBC.
3. Provide comprehensive and innovative planning and design for a development which is consistent and compatible with surrounding developments.
4. Provide more efficient and economic use of land resulting in an urban/ pedestrian environment.
5. Provide complete and useful information which will enable the Planning Commission and City Council to make more informed decisions on land use.



6. Encourage developments that achieve community goals, such as, but not limited to, aging in place, or affordable housing, or other emerging trends in housing, that may not be able to meet all the required elements of the Center City Form Based Code.

**STAFF ANALYSIS:** The applicant requests a CCPUD for this site to construct a residential triplex structure on this lot addressed as 427 W Symmes Street. The primary purpose for this CCPUD is to request the use of a residential triplex on the subject tract. The applicant will comply with most of the CCFBC requirements. However, due to the desired design of the structure, the applicant is requesting the following modifications to the CCFBC, as follows:

1. Allow the use of three dwelling units instead of one dwelling unit with an accessory dwelling as allowed in CCFBC Detached Frontage.
2. Allow the use of Short Term Rental in addition to the residential living use.
3. Allow at grade Finished Floor Elevation instead of the required minimum of three foot Finished Floor.
4. Allow for a metal exterior staircase to extend into the required five foot setback on the east side of the structure.

Per the CCPUD Narrative, the remainder of the proposal will be in accordance with the current CCFBC code.

**USE:** This CCPUD Narrative requests the use of three dwelling units and Short Term Rental. The CCFBC Detached Frontage allows for a single dwelling unit and an accessory dwelling.

**PARKING:** Under the CCFBC, the one bedroom studios and the two bedroom unit would require three parking spaces. The CCPUD Site Development Plan proposes four parking spaces behind the building, off the alleyway, in compliance with the Parking Setback Line. Bike racks are not required in the CCFBC Detached Frontage and this CCPUD does not propose any bike racks.

**LANDSCAPING:** The CCPUD Narrative proposes to meet the required 25% Open Space behind the structure as illustrated on Exhibit B, Site Development Plan. Landscaping will be met with three trees provided in the required Open Space and one street tree in front of the building as required by the CCFBC.

**SIGNAGE:** There is not any signage beyond the street address proposed for the property. Any future signage for the property would comply with 402. General Provisions, Section M of the CCFBC.

**LIGHTING:** The project will comply with 402. General Provisions, Section N. Lighting & Mechanical of the CCFBC.

**SANITATION/UTILITIES:** The applicant proposes three polycarts to service the property's sanitation needs. A screening wall will be provided for the polycarts.

**FENCING/WALLS:** No fencing is proposed by the CCPUD. Any future fencing would comply with CCFBC Detached Frontage requirements.

**PARKS:** Centennial Park is located two lots east of this property at 411 W Symmes Street.



## **ALTERNATIVES/ISSUES:**

**IMPACTS:** Previous zoning requests in the vicinity have sought to maintain the residential single-family dwelling character of this neighborhood. In 2016, the residents of this neighborhood successfully petitioned to downzone from R-2, Multi-Family Dwelling District, to R-1, Single-Family Dwelling District. In 2017, with the adoption of the CCFBC District, this neighborhood was designated Detached Frontage BFS which allows the use of either a single-family dwelling or single-family dwelling with an accessory dwelling. The Detached Frontage regulations adopted were to ensure the single-family residential character of new developments would match the existing neighborhood. One such regulation was the Finished Floor Elevation which was set at a minimum of three feet for new structures so that they might match the existing structures found in this neighborhood.

The applicant's proposal for a two-story residential triplex exceeds the allowed number of residential units and does not meet the three foot Finished Floor Elevation required for the Detached Frontage BFS. However, this CCPUD is seeking to replace the existing two-story triplex with a similar structure and use. The proposed structure will have the Finished Floor Elevation at grade level, allowing for more accessibility to the ground floor. The proposed triplex structure meets the goal of the CCFBC to increase the variety of housing types in Norman's Core while maintaining a residential look for the structure. The proposed structure should not impact the pedestrian-friendly feel of the street, and the overall design meets many of the design elements found in the residential neighborhood while providing desired housing in the urban core.

## **OTHER AGENCY COMMENTS:**

**FIRE DEPARTMENT AND BUILDING PERMIT REVIEW:** The stair in the 5' side setback is to be built of non-combustible material with no roof cover. A sprinkler head will need to be installed under the second-floor landing, which will tie into the NFPA 13 system.

**PUBLIC WORKS/ENGINEERING:** The subject property is platted as part of Waggoner's 1<sup>st</sup> Addition. Existing City utilities service the site.

**TRAFFIC ENGINEER:** No traffic issues or impacts are anticipated.

## **UTILITIES:**

**Water:** Existing water services not proposed to be used must be abandoned at the main. Existing water service cannot be reused unless it is verified to be non-lead.

**Wastewater:** Existing sewer service(s), if not to be reused, must be abandoned at the main at the time of building permit.

**Sanitation:** Solid waste service only. Recycling will only be available through the use of one of the regional recycling centers.

**CONCLUSION:** Staff forwards this request for a Center City Planned Unit Development and Ordinance O-2425-37 to the Planning Commission for consideration and a recommendation to City Council.

**File Attachments for Item:**

8. CONSIDERATION OF SUBMISSION, ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR REJECTION OF RECEIPT OF THE CITY MANAGER'S CONTRACT AND CHANGE ORDER REPORT AND DIRECTING THE FILING THEREOF.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 06/10/2025

**REQUESTER:** Brenda Hall

**PRESENTER:** Brenda Hall, City Clerk

**ITEM TITLE:** CONSIDERATION OF SUBMISSION, ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR REJECTION OF RECEIPT OF THE CITY MANAGER'S CONTRACT AND CHANGE ORDER REPORT AND DIRECTING THE FILING THEREOF.

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## office memorandum

**DATE:** May 29, 2025

**TO:** Shannon Stevenson, Assistant City Manager

**FROM:** Anthony Purinton, Assistant City Attorney

**THROUGH:** Rick Knighton, City Attorney

**SUBJECT:** 221 Triad Village Drive Due Diligence Vendor Agreement  
Redbud Environmental

City Council approved a purchase and sale agreement for 221 Triad Village Drive on 5/27/2025. Attached is an engagement letter agreement for a Phase One Environmental Site Assessment from Redbud Environmental LLC. The service from this vendor is quoted at \$2,250.00. Staff has engaged this vendor multiple times on various projects and been pleased with their deliverables.

City Staff recommends approval of the vendor agreement so that the City can begin due diligence inspections as soon as possible. If approved, please sign and return so that we can provide the vendors with notice to proceed. Let me know if you have any questions or concerns.

Funds are available for due diligence inspections and services in Affordable Rental Housing HOME ARP (project GC0094, Account No. 21240303-46001 – Land)

Redbud Environmental LLC  
 2124 Dakota Street  
 Norman, OK 73069  
 405-255-8677  
 Daphne@RedbudEnvironmental.com

## Engagement of Services Agreement for Vacant Lot at 221 Triad Village Drive, Norman, OK 73071

This letter engages Redbud Environmental, LLC to perform a **Phase One Environmental Site Assessment** for the property listed above. The report will be performed in accordance with the American Society for Testing and Materials (ASTM) most current standard E-1527-21 All Appropriate Inquiry and will provide the client with a technical summary and supporting data regarding recognized environmental conditions. The Phase One report will meet SBA requirements and contain maps, photographs, land use documentation, regulatory compliance issues, interviews, and other items of due diligence. The objective of the report is to provide CERCLA liability protection to the buyer and lender. Additional environmental or real estate conditions which may adversely affect the use of the property will be reviewed including oil and gas activities. The environmental consultant meets ASTM criteria for doing the Phase One reports and carries \$1,000,000 of professional liability insurance with Traveler's insurance company.

The cost for the Phase One report will be \$2,250.00 payable at the time of report delivery. No testing will be conducted unless specified by the client. The Phase One report will be submitted electronically within 15-20 working days.

I acknowledge and agree by my signature below to engage Redbud Environmental LLC under the terms described above to conduct a Phase one report for the property listed.

Shanon Stevenson,

Assistant City Manager

Client Clearly Printed Name

Title



05/29/2025

Client Signature

Date

Please send the signed Engagement Letter to: [Daphne@RedbudEnvironmental.com](mailto:Daphne@RedbudEnvironmental.com)

### THE FOLLOWING INFORMATION IS REQUIRED TO COMPLETE REPORT:

- Contact information for current owner for interviews and site visit.
- How should the report be titled (Name, Title, and Mailing Address)?
- If available, please provide appraisals or historical appraisals and historical Phase I/Phase II reports or other environmental reports.

Cancellation Policy: Minimum \$500 due if database reports have been ordered; time and materials due once report writing has begun and/or site visit has occurred.

**USER QUESTIONNAIRE**  
**ASTM E 1527 – 21 for**  
**Vacant Lot at 221 Triad Village Dr, Norman, OK 73071**

**INTRODUCTION**

In order to qualify for one of the *Landowner Liability Protections (LLPS)* offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the "Brownfields Amendments"), the user must conduct the following inquiries required by 40 C.F.R. §§ 312.25, 312.28, 312.29, 312.30, and 312.31. The user should provide the following information to the environmental professional. Failure to conduct these inquiries could result in a determination that "all appropriate inquiry" is not complete.

**1. Environmental cleanup liens that are filed or recorded against the Subject Property (40 CFR 312.25).**

Did a search of land title records (or judicial records where appropriate, see Note 1 below) identify any environmental liens filed or recorded against the Subject Property under federal, tribal, state, or local law? (Note 1: in certain jurisdictions, federal, tribal, state, or local statutes or regulations specify that environmental liens and AULs be filed in judicial records rather than in land title records. In such cases, judicial records shall be searched for environmental liens and AULs).

\_\_\_\_\_ Yes ☒ No If yes, please describe and provide records to the environmental professional

**2. Activity and land use limitations (AULs) that are in place on the Subject Property or that have been filed or recorded against the Subject Property.**

Did a search of land title records (or judicial records per Note 1 above) identify any AULs, such as engineering controls, land use restrictions, or institutional controls that are in place at the Subject Property and/or have been filed or recorded against the Subject Property under federal, tribal, state, or local law?

\_\_\_\_\_ Yes ☒ No If yes, please describe and provide records to the environmental professional

**3. Specialized knowledge or experience of the person seeking to qualify for the Landowner Liability Protections (40 CFR 312.28).**

Do you have any specialized knowledge or experience related to the Subject Property or nearby properties? For example, are you in the same line of business as the current or former occupants of the Subject Property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business \_\_\_\_\_ Yes ☒ No If yes, please describe (use additional sheets as needed)

**4. Relationship of the purchase price to the fair market value of the Subject Property if it were not contaminated (40 CFR 312.29).**

Does the purchase price being paid for the Subject Property reasonably reflect the fair market value of the property?

☒ Yes \_\_\_\_\_ No

If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property? \_\_\_\_\_ Yes \_\_\_\_\_ No If yes, please describe (use additional sheets as needed)

**5. Commonly known or reasonably ascertainable information about the Subject Property (40 CFR 312.30).**

Are you aware of commonly known or reasonably ascertainable information about the Subject Property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For Example,

- Do you know the past uses of the Subject Property?
- Do you know of specific chemicals that are present or once were present at the Subject Property?
- Do you know of spills or other chemical releases that have taken place at the Subject Property?
- Do you know of any environmental cleanups that have taken place at the Subject Property?
- If you answered yes above, please describe. Use additional sheets as necessary.

Buyer is not aware of any of the above.

**6. The degree of obviousness of the presence of likely presence of contamination at the Subject Property, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31).**

Based on your knowledge and experience related to the Subject Property, are there any obvious indicators that point to the presence of likely presence of releases to the Subject Property? \_\_\_\_\_ Yes ☒ No If yes, please describe (use additional sheets as needed)

Prepared by (Print and sign): Anthony Purinton, Assistant City Attorney

Date: 5/29/25

**File Attachments for Item:**

9. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RECOMMENDATION FROM THE CITY ATTORNEY THAT THE CITY COUNCIL APPROVE A SETTLEMENT OF KEVIN HAHN V. CITY OF NORMAN, CLEVELAND COUNTY DISTRICT COURT CASE CJ-2021-210 TB, IN THE AMOUNT OF \$100,000.



## CITY OF NORMAN, OK STAFF REPORT

---

**MEETING DATE:** 6/10/2025

**REQUESTER:** Rickey Knighton II, City Attorney

**PRESENTER:** Rickey Knighton II, City Attorney

**ITEM TITLE:** CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RECOMMENDATION FROM THE CITY ATTORNEY THAT THE CITY COUNCIL APPROVE A SETTLEMENT OF KEVIN HAHN V. CITY OF NORMAN, CLEVELAND COUNTY DISTRICT COURT CASE CJ-2021-210 TB, IN THE AMOUNT OF \$100,000.

---

### BACKGROUND:

This case was brought by Kevin Hahn, on March 4, 2021, under Oklahoma law. It arises out of an automobile accident between Mr. Hahn and a police officer that occurred on February 10, 2020. Mr. Hahn settled his claim for property damage for \$7,719.07 on December 18, 2024. After a mediation held on May 21, 2025, Mr. Hahn indicated that he would settle his claim for personal injuries the case for \$100,000.

### DISCUSSION:

Mr. Hahn has stated his willingness to settle the case for \$100,000. Because this matter involves pending litigation, the merits of this case will be discussed during executive session held on June 10, 2025. The settlement offer is within the range discussed with Council in Executive Session.

### RECOMMENDATION:

It is believed that the proposed settlement is fair, reasonable and in the best interests of the City. It is recommended the settlement of this matter be approved by City Council and that this office be directed to reduce the settlement amount to judgment in accordance with 51 O.S. §159, and 62 O.S. §362. The settlement amount will then be placed on the property tax rolls for collection over the next three years. Under this process, one-third of the judgment amount plus interest at the statutory rate on the unpaid balance is collected through property tax roll assessments over that time period. This statutorily allowed procedure for payment of judgments against a municipality will minimize the impact of the settlement on the City funds.

Funds are available in the Miscellaneous Services-Judgments account (43122351-44705).



**File Attachments for Item:**

10. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF E-2425-19: OF SOUTHWESTERN WIRE WATERLINE EASEMENT SERVING AMENDED FINAL PLAT OF BLOCK 1, IN THE THEDFORD ADDITION. (GENERALLY LOCATED ON THE SOUTHEAST CORNER OF WEST TECUMSEH ROAD AND INTERSTATE 35 AT 3400 THEDFORD DRIVE)



## CITY OF NORMAN, OK STAFF REPORT

---

**MEETING DATE:** 06/10/25

**REQUESTER:** Landon Gum, Subdivision Development Coordinator  
David Riesland, Transportation Engineer

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

**ITEM TITLE:** CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF E-2425-19: OF SOUTHWESTERN WIRE WATERLINE EASEMENT SERVING AMENDED FINAL PLAT OF BLOCK 1, IN THE THEDFORD ADDITION. (GENERALLY LOCATED ON THE SOUTHEAST CORNER OF WEST TECUMSEH ROAD AND INTERSTATE 35 AT 3400 THEDFORD DRIVE)

---

### **BACKGROUND:**

This property is located Southeast corner of West Tecumseh Road and Interstate 35 at 3400 Thedford Dr. The amended final plat for Thedford Addition, Block 1 was approved by City Council on April 11, 2000 in which improvements were added to the area and was occupied by Southwestern Wire, Inc. In 2024 Southwestern Wire, Inc., constructed a new building, which required relocation of the water line to serve this area.

### **DISCUSSION:**

Water line relocation was completed and accepted in 2025 and an easement for water line has been submitted by the owner. The City Attorney, Utilities and Public Works Staff have examined the easement and found it to be in order and proper as to form. Based upon the fact the easement was relocated to serve this new building; Staff recommends acceptance of this easement. Copies of easement and location maps are included in the Agenda Book.

As no new construction is expected that will generate additional trips with this application, no traffic impact analysis was required. While no negative impacts are anticipated, the plans for the parking expansion mesh very well with the plans for the future traffic signal on Flood Avenue at Venture Drive. The location of the new driveway opposite Venture Drive will also involve the elimination of an existing driveway on Flood Avenue which have a positive effect on Flood Avenue traffic movement.

**STAFF RECOMMENDATIONS:**

Based upon the above information, it is the recommendation of staff that Easement No. E-2425-19 be approved and filed of record with the Cleveland County Clerk.

# WATERLINE EASEMENT

E-2425-19

Know all men by these presents:

That **Southwestern Wire, Inc.**, in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a ~~sanitary sewer~~ water line easement and right-of-way over, across, and under the following described premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

See Attachment A  
Exhibit A & B

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating the following public utility(ies) to wit:

## WATERLINE

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

Signed and delivered this 25<sup>th</sup> day of APRIL, 2025.

(OWNER NAME) **Southwestern Wire, Inc.**

[Signature]

PRESIDENT  
Title

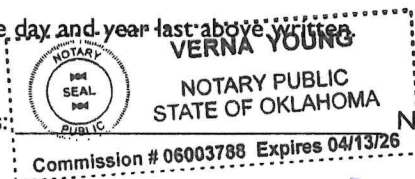
## REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 25 day of April, 2025, personally appeared David Weiland as President of Southwestern Wire, Inc., to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that David Weiland executed the same as A free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires:



Notary Public:

Verna Young

Approved as to form and legality this 28 day of April, 2025.

[Signature]  
City Attorney

Approved and accepted by the Council of the City of Norman, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST:

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

\_\_\_\_\_  
Mayor

E-2425-19

**SWW NEW BUILDING  
LEGAL DESCRIPTION**

‘WATER EASEMENT’

EXHIBIT ‘A’

APRIL 21, 2025

A part of Lot One (1) in Block One (1) of the AMENDED FINAL PLAT OF BLOCK 1, THEDFORD ADDITION to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof and a part of the Northeast Quarter (NE/4) of Section Fourteen (14), Township Nine (9) North, Range Three (3) West, of the I.M., Cleveland County, Oklahoma, all being more particularly described as follows:

Commencing at the Northeast Corner of the Northeast Quarter (NE/4) of said Section Fourteen (14);

Thence South  $00^{\circ}17'36''$  East along the East line of the Northeast Quarter (NE/4) of said Section Fourteen (14), a distance of 672.25 feet to a point;

Thence South  $89^{\circ}21'30''$  West, a distance of 1241.00 feet to a point;

Thence North  $00^{\circ}04'32''$  East, a distance of 71.69 feet to a point;

Thence North  $89^{\circ}55'28''$  West, a distance of 25.84 feet to a point, said point also being the Principal Place of Beginning for the parcel herein described;

Thence South  $00^{\circ}25'57''$  East, a distance of 31.54 feet to a point;

Thence South  $44^{\circ}50'07''$  West, a distance of 262.79 feet to a point;

Thence South  $00^{\circ}09'53''$  East, a distance of 21.28 feet to a point;

Thence South  $44^{\circ}50'07''$  West, a distance of 166.81 feet to a point;

Thence North  $44^{\circ}37'01''$  West, a distance of 15.00 feet to a point;

Thence North  $44^{\circ}50'07''$  East, a distance of 160.45 feet to a point;

Thence North  $00^{\circ}09'53''$  West, a distance of 21.28 feet to a point;

Thence North  $44^{\circ}50'07''$  East, a distance of 262.75 feet to a point;

Thence North  $00^{\circ}25'57''$  West, a distance of 25.28 feet to a point;

E-2425-19

Thence North  $89^{\circ}34'03''$  East, a distance of 15.00 feet to the Principal Place of Beginning, and containing therein 7,141 square feet (0.1639 acres) of land, be the same more or less, but subject to all legal highways and easements of records

This description was prepared by Nafa Engineering, pllc.

E-2425-19

## SWW NEW BUILDING LEGAL DESCRIPTION

‘WATER EASEMENT’  
EXHIBIT ‘B’  
APRIL 21, 2025

A part of Lot One (1) in Block One (1) of the AMENDED FINAL PLAT OF BLOCK 1, THEDFORD ADDITION to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof and a part of the Northeast Quarter (NE/4) of Section Fourteen (14), Township Nine (9) North, Range Three (3) West, of the I.M., Cleveland County, Oklahoma, all being more particularly described as follows:

Commencing at the Northeast Corner of the Northeast Quarter (NE/4) of said Section Fourteen (14);

Thence South 00°17'36" East along the East line of the Northeast Quarter (NE/4) of said Section Fourteen (14), a distance of 1311.50 feet to a point;

Thence South 89°21'30" West, a distance of 1244.27 feet to a point;

Thence South 00°05'15" East, a distance of 14.89 feet to a point;

Thence South 89°17'05" West, a distance of 245.93 feet to a point,

Thence North 00°42'55" West, a distance of 42.72 feet to a point, said point also being the Principal Place of Beginning for the parcel herein described;

Thence North 90°00'00" West, a distance of 96.83 feet to a point;

Thence North 00°00'00" East, a distance of 15.00 feet to a point;

Thence North 90°00'00" East, a distance of 81.83 feet to a point;

Thence North 00°00'00" East, a distance of 236.21 feet to a point;

Thence North 44°37'01" West, a distance of 102.82 feet to a point;

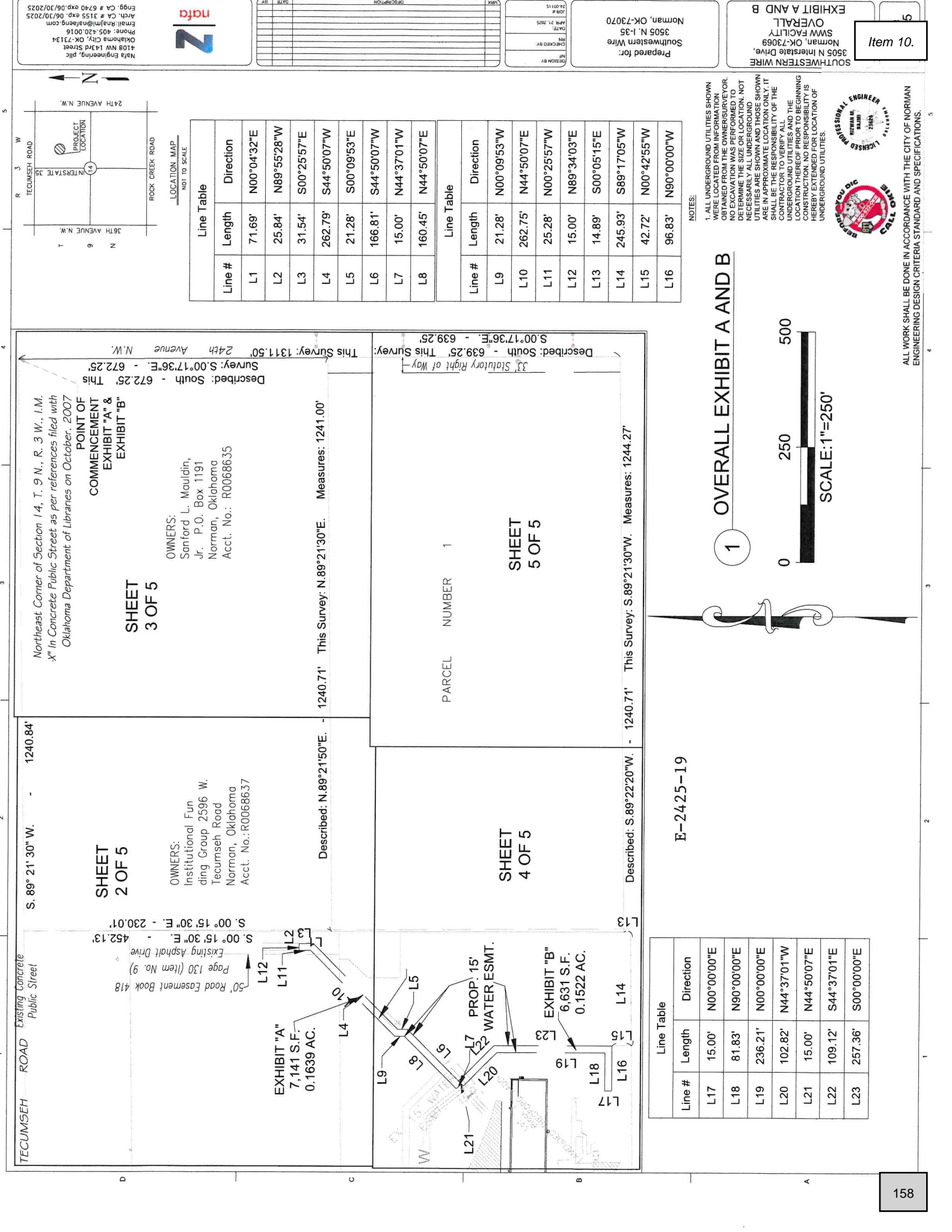
Thence North 44°50'07" East, a distance of 15.00 feet to a point;

Thence South 44°37'01" East, a distance of 109.12 feet to a point;

Thence South 00°00'00" East, a distance of 257.36 feet to the Principal Place of Beginning, and containing therein 6,631 square feet (0.1522 acres) of land, be the same more or less, but subject to all legal highways and easements of records

This description was prepared by Nafa Engineering, pllc.





4108 NW 14th Street  
Norman, OK 73069  
Phone: 405.420.0016  
Email: [raja@nafaeng.com](mailto:raja@nafaeng.com)  
Arch. CA # 3155 exp. 06/30/2025  
Eng. CA # 6740 exp. 06/30/2025

LOCATION MAP  
NOT TO SCALE

Line Table	
Line #	Length
L1	71.69'
L2	25.84'
L3	31.54'
L4	262.79'
L5	21.28'
L6	166.81'
L7	15.00'
L8	160.45'

Line Table	
Line #	Direction
L1	N00°04'32"E
L2	N89°55'28"W
L3	S00°25'57"E
L4	S44°50'07"W
L5	S00°09'53"E
L6	S44°50'07"W
L7	N44°37'01"W
L8	N44°50'07"E

Prepared for:  
Southwestern Wire  
3505 N. I-35  
Norman, OK-73070

EXHIBIT A AND B  
OVERALL  
SNW FACILITY  
3505 N Interstate Drive,  
Norman, OK-73069

NOTES:  
1. ALL UNDERGROUND UTILITIES SHOWN  
WERE LOCATED FROM INFORMATION  
OBTAINED FROM THE OWNERS/SURVEYOR.  
NO EXCAVATION WAS PERFORMED TO  
DETERMINE THE SIZE OR LOCATION. NOT  
NECESSARILY ALL UNDERGROUND  
UTILITIES ARE SHOWN AND THOSE SHOWN  
SHOULD BE VERIFIED BY THE  
CONTRACTOR TO VERIFY ALL  
UNDERGROUND UTILITIES AND THE  
LOCATION THEREOF PRIOR TO BEGINNING  
CONSTRUCTION. NO RESPONSIBILITY IS  
HEREBY EXTENDED FOR LOCATION OF  
UNDERGROUND UTILITIES.

Northwest Corner of Section 14, T. 9 N., R. 3 W., I.M.  
X" In Concrete Public Street as per references filed with  
Oklahoma Department of Libraries on October, 2007

POINT OF  
COMMENCEMENT  
EXHIBIT "A" &  
EXHIBIT "B"

OWNERS:  
Sanford L. Mauldin,  
Jr. P.O. Box 1191  
Norman, Oklahoma  
Acct. No.: R0068635

SHEET  
3 OF 5

Described: South - 672.25' This  
Survey: S.00°17'36"E. - 672.25'  
This Survey: 1311.50' 24th Avenue N.W.

Described: South - 639.25' This Survey:  
S.00°17'36"E. - 639.25'  
33' Statutory Right of Way

PARCEL NUMBER 1

SHEET  
5 OF 5

Described: South - 1244.27' This Survey: S.89°21'30"W. Measures: 1244.27'  
Described: S.89°22'20"W. - 1240.71' This Survey: N.89°21'30"E. Measures: 1241.00'

TECUMSEH ROAD Existing Concrete Public Street

S. 89° 21' 30" W. - 1240.84'

OWNERS:  
Institutional Fund  
Group 2596 W.  
Tecumseh Road  
Norman, Oklahoma  
Acct. No.: R0068637

SHEET  
2 OF 5

Described: N.89°21'50"E. - 1240.71'

Described: S.89°22'20"W. - 1240.71'

SHEET  
4 OF 5

Described: S.89°21'30"W. Measures: 1244.27'

Described: S.00°15'30"E. - 230.01'

Described: S.00°15'30"E. - 452.13'

50' Road Easement Book 418  
Page 130 (Item No. 9)  
Existing Asphalt Drive

EXHIBIT "A"  
7,141 S.F.  
0.1639 AC.

EXHIBIT "B"  
6,631 S.F.  
0.1522 AC.

PROP. 15'  
WATER ESMT.

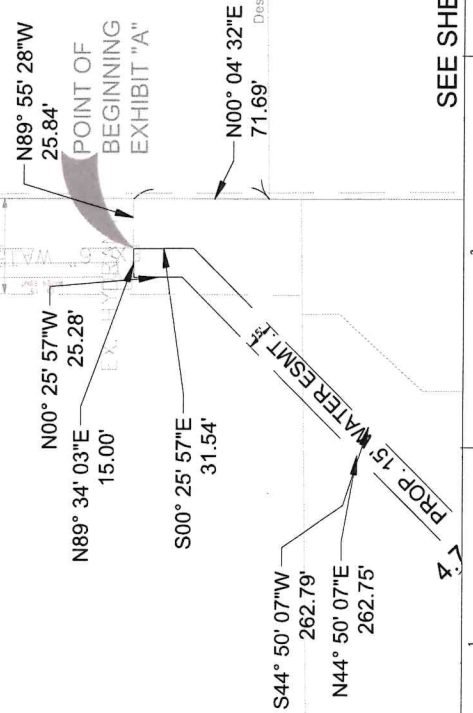
Line Table

Line #	Length	Direction
L17	15.00'	N00°00'00"E
L18	81.83'	N90°00'00"E
L19	236.21'	N00°00'00"E
L20	102.82'	N44°37'01"W
L21	15.00'	N44°50'07"E
L22	109.12'	S44°37'01"E
L23	257.36'	S00°00'00"E



ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF NORMAN  
ENGINEERING DESIGN CRITERIA STANDARD AND SPECIFICATIONS.

EXHIBIT A AND B



Described: N.89°21'50"E. - 1240.71' This Survey: N.89°21'30"E. Measures: 1241.00'

1

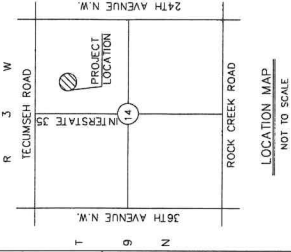
SEE SHEET 3 OF 5

SCALE: 1"=100'



S. 89° 21' 30" W. 1240.84'

E-2425-19



Nafa Engineering, p.llc  
4108 NW 143rd Street  
Oklahoma City, OK-73134  
Phone: 405.420.0016  
Email: knafajm@nafaeng.com  
Arch. CA # 3155 exp. 06/30/2025  
Engg. CA # 6740 exp. 06/30/2025

[illegible]

DESIGN BY: \_\_\_\_\_  
CHECKED BY: \_\_\_\_\_  
DATE: APR. 21, 2025  
JOB # 14-00115

Prepared for:  
Southwestern Wire  
3505 N. I-35  
Norman, OK-73070

**SOUTHWESTERN WIRE**  
3505 N Interstate Drive,  
Norman, OK-73069  
SWM FACILITY

Item 10.



NOTES:

1. ALL UNDERGROUND UTILITIES SHOWN WERE LOCATED FROM INFORMATION OBTAINED FROM THE OWNER/SURVEYOR. NO EXCAVATION WAS PERFORMED TO DETERMINE THE SIZE OR LOCATION. NOT NECESSARILY ALL UNDERGROUND UTILITIES ARE SHOWN AND THOSE SHOWN ARE IN APPROXIMATE LOCATION ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL UNDERGROUND UTILITIES AND THE LOCATION THEREOF PRIOR TO BEGINNING CONSTRUCTION. NO RESPONSIBILITY IS HEREBY EXTENDED FOR LOCATION OF UNDERGROUND UTILITIES.

4	5
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*Item 10.*

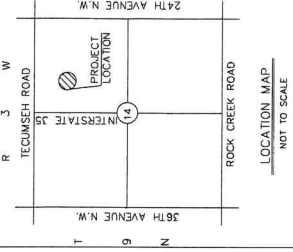
SOUTHWESTERN WIRE  
3505 N Interstate Drive,  
Norman, OK-73069  
SWW FACILITY  
EXHIBIT A AND B

Prepared for:  
Southwestern Wire  
3505 N. I-35  
Norman, OK-73070

DESIGN BY	INF
CHECKED BY:	RM
DATE:	APR 21, 2025
JOB #	24-00115

[illegible]

Nafa Engineering, pllc  
4108 NW 143rd Street  
Oklahoma City, OK 73134  
Phone: 405.420.0016  
Email: knajm@nafaeng.com  
Arch. CA # 3155 exp. 06/30/2025  
Eng. CA # 6740 exp. 06/30/2025



**NOTES:**

1. ALL UNDERGROUND UTILITIES SHOWN WERE LOCATED FROM INFORMATION OBTAINED FROM THE OWNER/SURVEYOR. NO EXCAVATION WAS PERFORMED TO DETERMINE THE SIZE OR LOCATION. NOT NECESSARILY ALL UNDERGROUND UTILITIES ARE SHOWN AND THOSE SHOWN ARE IN APPROXIMATE LOCATION ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION THEREOF PRIOR TO BEGINNING CONSTRUCTION. NO RESPONSIBILITY IS HEREBY EXTENDED FOR LOCATION OF UNDERGROUND UTILITIES.



SCALE: 1"=100'



Described: South - 672.25' This Survey, S.00°17'36"E. - 672.25'

E-2425-19

<sup>13</sup>X<sup>m</sup> in Concrete Public Street as per references filed with Oklahoma Department of Libraries on October, 2007.

POINT OF COMMENCEMENT  
EXHIBIT "A" &  
EXHIBIT "B"

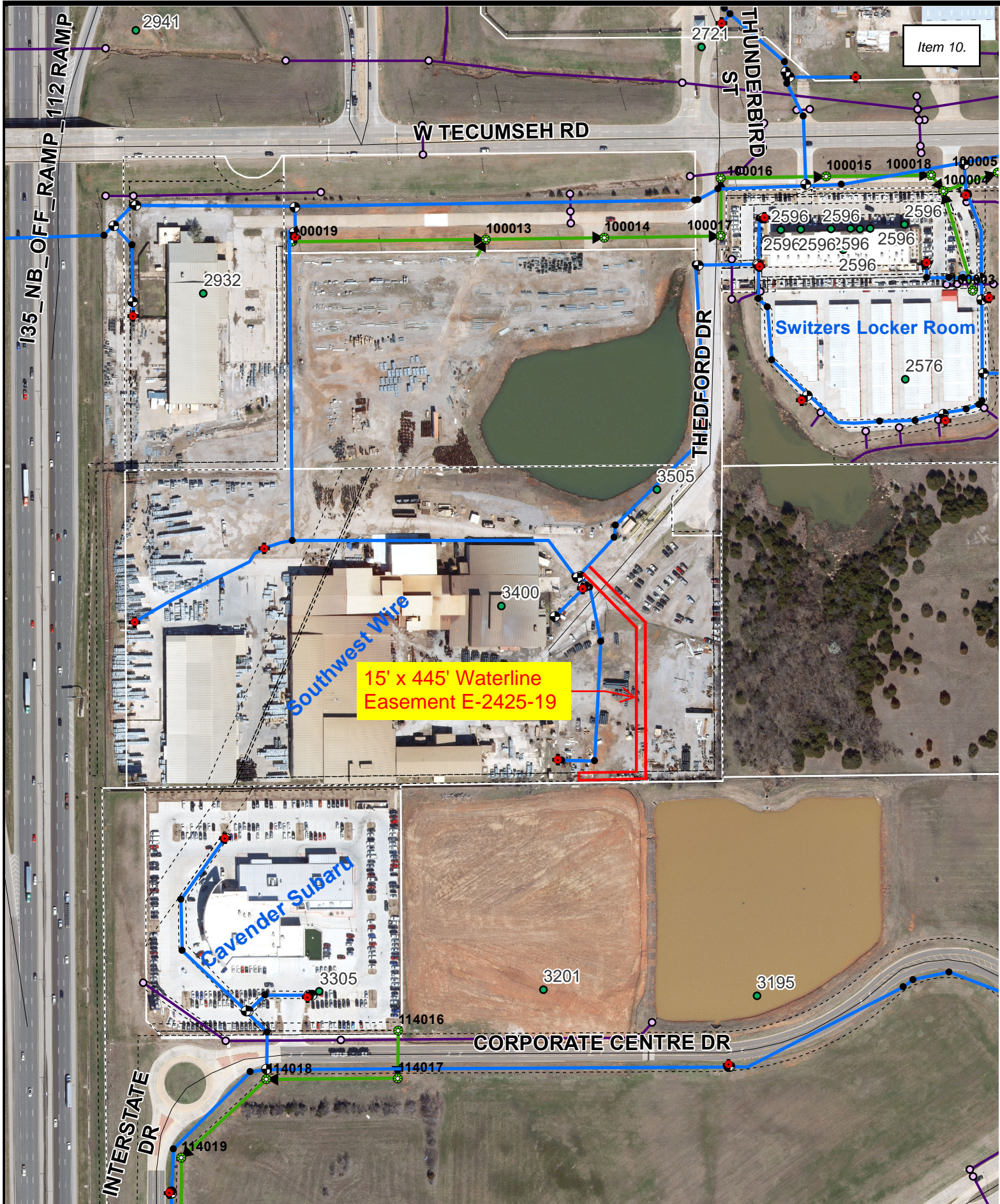
Described: N.89°21'50"E - 1240.71' This Survey: N.89°21'30"E. Measures: 1241.00'

SEE SHEET 2 OF 5









**Waterline Easement**  
**Amended Final Plat Thedford Addition**  
**E-2425-19**

N  
163  
Scale: 1"=250'



City Council Agenda

May 27, 2025

## ITEM: CONSIDERATION OF ACCEPTANCE OF THE FOLLOWING EASEMENT:

<u>EASEMENT NO.</u>	<u>GRANTOR</u>	<u>EASEMENT</u>	<u>ADDITION</u>
E-2425-19	SOUTHWESTERN WIRE	WATERLINE	AMENDED FINAL PLAT OF BLOCK 1, THEDFORD ADDITION

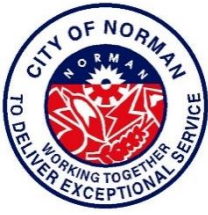
INFORMATION: The property owner has submitted an easement for a waterline extension with Amended Final Plat of Block 1, Thedford Addition. The City Attorney, Utilities and Public Works Staff have examined the easement and found it to be in order and proper as to form. Based upon the fact the easement was relocated to serve this addition; Staff recommends acceptance of this easement. Copies of easement and location maps are included in the Agenda Book.

ACTION NEEDED: Motion to accept or reject the Easement No. E-2425-19 and if accepted, direct the filing of the easement with the Cleveland County Clerk.

ACTION TAKEN: \_\_\_\_\_

**File Attachments for Item:**

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER TWO, AND FINAL ACCEPTANCE OF CONTRACT K-2425-7: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND RUDY CONSTRUCTION, AND FINAL PAYMENT OF \$30,997.54 FOR THE DRAINAGE REHABILITATION PROJECT AS OUTLINE IN THE STAFF REPORT.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 6/10/2025

**REQUESTER:** Jason Murphy, Stormwater Program Manager

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

**TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER TWO, AND FINAL ACCEPTANCE OF CONTRACT K-2425-7: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND RUDY CONSTRUCTION, AND FINAL PAYMENT OF \$30,997.54 FOR THE DRAINAGE REHABILITATION PROJECT AS OUTLINE IN THE STAFF REPORT.

### BACKGROUND:

The City of Norman's Stormwater Division is responsible for the maintenance of a vast network of stormwater inlets, flumes, vegetated channels, and storm sewer lines. Many of the City's inlets are decades old and built of brick and mortar. Over time, the brick and mortar inlets have demanded an outsized maintenance effort.

Intent on reducing the maintenance burden and building off of the success of FYE 2023 Inlet Rehabilitation Project, staff has continued to add locations to the list of inlets and other drainage infrastructure in most need of replacement. This is a city-wide project. This project also constructed a concrete flume in the vicinity of Rowena Lane where homeowners have experienced excessive standing water due to the poor drainage conditions.

On August 13, 2024, City Council approved contract K-2425-7 with Rudy Construction in the amount of \$655,246.40 for the Drainage Rehabilitation Project, DR0034. In the same agenda item, Council also approved Change Order No. 1 to Contract K-2425-7 in the amount of \$328.00 to cover the increase in bonding costs, changing the contract amount from \$655,246.40 to \$655,584.40.

The Drainage Rehabilitation Project affects all wards in the City. Construction activities include removal of old brick and mortar inlet structures and construction of new concrete inlet structures, removal and replacement of sidewalk, and construction of a new flexamat-lined channel and flume. Such construction activities are necessary to improve the condition of the city's stormwater infrastructure and decrease the required maintenance intervals. The locations completed with this year's project are listed below:

Location	Type	Ward
3201 Broce Dr	Inlet Replacement (multiple)	8



317 Ridge Bluff Ct	Inlet Replacement (multiple)	6
1706 Ridgemont Cir	Inlet Replacement (multiple)	6
2031 Allenhurst St	Inlet Replacement (multiple)	1
3601 Brookhollow Rd	Inlet Replacement (multiple)	3
862 Denison Dr	Inlet Replacement (multiple)	4
802 Denison Dr	Inlet Replacement (multiple)	4
2110 Crestmont St	Inlet Replacement (multiple)	2
Main St & Lahoma Ave	Inlet Replacement (multiple)	4
699 Webster Ave	Inlet Replacement (multiple)	4
301 Forest Dr	Inlet Replacement (multiple)	2
College Ave and Boyd St	Inlet Replacement (multiple)	4
Elm Ave and Boyd St	Inlet Replacement (multiple)	4
830 Denison Dr	Inlet Replacement (multiple)	4
1798 Crestmont Ave	Inlet Replacement (multiple)	2
1330 Whippoorwill Dr	Inlet Replacement (multiple)	1
3344 River Oaks Dr	Inlet Replacement (multiple)	3
1916 Whispering Pines Cir	Inlet Replacement (multiple)	4
Imhoff Creek	Channel Repairs	4
Rowena Ln	Flume Construction	2

#### **DISCUSSION:**

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 of these costs represents the contractor's bid. During construction, each quantity is verified in the field and contractor is to be reimbursed based on the actual quantity of materials and/or labor used.

Of the fifty-two (52) bid items associated with the original bid and one (1) item associated with Change Order No. 1, thirty-six (36) had a quantity change. Thirteen (13) quantity changes resulted in increased cost, while twenty-three (23) resulted in decreased cost for an overall decrease of \$35,305.65 or 5.39%. The contract decreased from \$655,584.40 to \$620,278.75. Please see the attached Change Order No. 2 for a complete list of bid item cost increases and decreases.

#### **RECOMMENDATION 1:**

Staff recommends that Change Order No. 2, decreasing Contract K-2425-7 for the Drainage Rehabilitation Project (DR0034, 50599967-46101) with Rudy Construction by \$35,633.65 from \$655,584.40 to \$620,278.75 be approved.

#### **RECOMMENDATION 2:**

Staff further recommends final acceptance of Contract K-2425-7 and final payment to Rudy Construction in the amount of \$30,997.54 be approved.

CHANGE ORDER SUMMARY  
CITY OF NORMAN  
CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. 2DATE: May 27, 2025CONTRACT NO.: K-2425-7SUBMITTED BY: Jason MurphyPROJECT: Drainage Rehabilitation Project

CONTRACTOR: Rudy Construction Company  
3101 NE 63<sup>rd</sup> Street  
Oklahoma City, Oklahoma 73121

Original Completion Date: June 30, 2025Previous Completion Date: June 30, 2025ORIGINAL CONTRACT AMOUNT \$ 655,256.40(Increase) this change order 0 Calendar DaysNew Completion Date: April 1, 2025PRESENT CONTRACT AMOUNT \$ 655,548.40

DESCRIPTION	INCREASE	DECREASE
Change in Pay Quantities	\$183,092.75	\$218,398.40

NET CHANGE \$-35,633.65REVISED CONTRACT AMOUNT \$620,278.75

See Detailed Quantity Change on Page 2 of 2:

## Detailed Quantity Change:

K-2425-7 FYE '24 Drainage Rehabilitation Change Order No. 2								
ITEM	DESCRIPTION	UNIT	QUANTITY	QUANTITY INCREASE	QUANTITY DECREASE	UNIT PRICE	COST INCREASE	COST DECREASE
3	Unclassified Excavation (2)	C.Y.	512.00		-14.58	\$35.00		-\$510.30
4	Saw Cut Pavement Full Depth	LF.	248.00	948.25		\$5.00	\$4,741.25	
5	Remove Curb & Gutter (2,6)	LF.	240.00	62.00		\$15.00	\$930.00	
6	Remove Integral Curb with Slab (2,6)	LF.	240.00		-138.50	\$5.00		-\$692.50
7	Remove Existing Pavement (2,6)	S.Y.	240.00	98.36		\$15.00	\$1,475.40	
8	Remove Sidewalk (2,6)	S.Y.	96.00		-34.34	\$15.00		-\$515.10
9	Remove and Reset Obstruction (18)	EA.	40.00		-14.60	\$300.00		-\$4,380.00
10	Remove and Reset Fence	LF.	180.00		-180.00	\$25.00		-\$4,500.00
11	(PL) Wood Privacy Fence (6')	LF.	120.00		-120.00	\$60.00		-\$7,200.00
13	Remove and Reset Cast Iron Curb Hood	EA.	40.00	33.00		\$300.00	\$9,900.00	
14	Remove and Reset Cast Iron Inlet Frame & Grate	EA.	40.00	6.00		\$600.00	\$3,600.00	
15	Replace Cast Iron Curb Hood	EA.	10.00	70.00		\$600.00	\$42,000.00	
16	Replace Cast Iron Frame & Grate	EA.	10.00	32.00		\$1,200.00	\$38,400.00	
17	Remove and Replace 12" R.C.Pipe Class III	LF.	50.00		-50.00	\$200.00		-\$10,000.00
18	Remove and Replace 15" R.C.Pipe Class III	LF.	50.00		-50.00	\$210.00		-\$10,500.00
19	Remove and Replace 18" R.C.Pipe Class III	LF.	50.00		-50.00	\$220.00		-\$11,000.00
20	Remove and Replace 24" R.C.Pipe Class III	LF.	50.00		-48.00	\$230.00		-\$11,040.00
21	Remove and Replace 36" R.C.Pipe Class III	LF.	50.00		-50.00	\$240.00		-\$12,000.00
22	Type A ODOT Aggregate Base	TON	84.00	303.87		\$80.00	\$24,309.60	
23	Clean Topsoil	C.Y.	106.00		-89.35	\$60.00		-\$5,361.00
24	Slab Sod (4)	S.Y.	200.00		-200.00	\$10.00		-\$2,000.00
25	3000 PSI Concrete 4" (8,10)	C.Y.	96.00		-80.19	\$650.00		-\$52,123.50
26	3000 PSI Concrete 6" Pavement (5,9,10,13)	S.Y.	240.00	276.55		\$100.00	\$27,655.00	
27	Combined Curb and Gutter (6" Barrier)	LF.	240.00	48.00		\$40.00	\$1,920.00	
28	6" Integral Curb	LF.	240.00		-92.50	\$15.00		-\$1,387.50
29	8" Polyvinyl Chloride (PVC) Pipe	LF.	44.00		-44.00	\$150.00		-\$6,600.00
30	Cast-in-Place Inlet	C.Y.	140.00		-63.00	\$850.00		-\$53,550.00
31	Repair existing Sprinkler head	EA.	6.00		-6.00	\$150.00		-\$900.00
32	Repair existing sprinkler line	LF.	50.00		-50.00	\$30.00		-\$1,500.00
33	Class C Concrete	C.Y.	29.72	8.28		\$1,500.00	\$12,420.00	
37	Removal of Sidewalk	S.Y.	8.00	0.33		\$50.00	\$16.50	
40	Combined Curb and Gutter (6" Barrier)	LF.	10.00	157.25		\$100.00	\$15,725.00	
42	Temporary Silt Fence	LF.	850.00		-850.00	\$6.00		-\$5,100.00
43	Solid Slab Sodding	S.Y.	727.00		-615.90	\$15.00		-\$9,238.50
47	Ditch Liner Protection	LF.	267.50		-267.50	\$10.00		-\$2,675.00
52	Flexamat, Complete in Place	S.F.	1375.00		-375.00	\$15.00		-\$5,625.00
						TOTALS	\$183,092.75	-\$218,398.40
						DIFFERENCE	-\$35,305.65	

CONTRACTOR: DATE: 5/3/25ENGINEER: DATE: 5/6/25CITY ATTORNEY: DATE: 5/30/25

ACCEPTED BY: \_\_\_\_\_

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

(Mayor)

# The City of Norman

UNIFORM VOUCHER and INVOICE for  
CONSTRUCTION SERVICES

## CONTRACTOR

### RUDY CONSTRUCTION COMPANY

Name  
**P.O. BOX 14575**  
Mailing Address  
**OKLAHOMA CITY, OKLAHOMA 73113-4575**  
City State Zip  
Tax ID Number **73-1213593**


Project No: **R-2425-6** Title: **Norman Inlet Rehabilitation**  
Location: **Various Locations**  
Supervisory Architectural and/or Engineering Firm: **City of Norman**

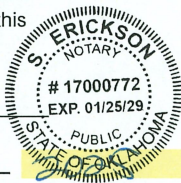
## AMENDMENT / CHANGE ORDER SUMMARY

No. / Date	Additions	Deletions
	( )	( )
+	( )	( )
+	( )	( )
+	( )	( )
+	( )	( )
+	( )	( )
+	( )	( )
TOTAL	\$0.00 ( )	( )
Net Change (Enter Amount Here and Line 2)	\$ -	

## CONTRACTOR'S AFFIDAVIT

The undersigned Contractor, of lawful age, being first sworn, on oath certifies that this invoice is true and correct. Affiant further states that the work, services and/or materials as shown by this invoice have been completed or supplied in accordance with the Contract Documents, orders or requests furnished the Affiant. Affiant further states that (s)he has made no payment, nor given or agreed to pay or give, directly or indirectly, to any elected official, officer, or employee of the City of Norman, the Trust or the I-89 School District to which this invoice is submitted, of money or any other thing of value to obtain payment of this invoice or procure the contract pursuant to which this invoice is required.

By:   
Subscribed and sworn to before me this **22** day of **April**  
Notary Public **S. Erickson**  
Commission # / Expiration: **17000772 01/25/29**



## THIS SPACE FOR CITY / TRUST USE

Item 11.

Payment Voucher No. \_\_\_\_\_  
Vendor No. \_\_\_\_\_  
PO No. \_\_\_\_\_  
Final Payment: Yes \_\_\_\_\_ No \_\_\_\_\_  
Final Acceptance Date: \_\_\_\_\_

Date of Invoice: **04/21/25** Rudy job  
For Services From: **03/01/25** 24059  
To: **03/31/25**  
Payment Application No. **9** **RETAINAGE RELEASE**

## CONTRACTOR'S INVOICE

1. Original Contract Sum	\$ 655,256.40
2. Net Change	\$0.00
3. Contract Sum to Date (Lines 1 and 2)	\$ 655,256.40
4. Total Completed and Stored to Date *	\$ 619,950.75
5. Retainage:	
0.00% of Line 4	\$ -
6. Total Earned Less Retainage	\$ 619,950.75
7. Less Previous Payments	\$ 588,953.21
8. CURRENT PAYMENT DUE	\$ 30,997.54

\* Attach supporting detail

## SUPERVISOR'S CERTIFICATE FOR PAYMENT

Amount Certified \$ \_\_\_\_\_  
Attach explanation if amount certified differs from the amount requested.

The undersigned Architect, Engineer or supervisory official, of lawful age, being first duly sworn, on oath, certifies that the work for which payment is invoiced has been performed, that the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents and the Contractor is entitled to payment of the amount certified.

By: \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Notary Public \_\_\_\_\_  
Commission # / Expiration \_\_\_\_\_

## SPACE BELOW FOR CITY / TRUST ONLY

### ACCOUNT INFORMATION

G/L Unit \_\_\_\_\_  
Account \_\_\_\_\_  
Dept ID \_\_\_\_\_  
OP Unit \_\_\_\_\_  
Fund \_\_\_\_\_

### ACCOUNT INFORMATION

Program \_\_\_\_\_  
Project B/U \_\_\_\_\_  
Project \_\_\_\_\_  
Activity \_\_\_\_\_  
Account \_\_\_\_\_ of \_\_\_\_\_

Amount paid this Fund \$ \_\_\_\_\_  
Other Accounts 1) \_\_\_\_\_ 2) \_\_\_\_\_

### APPROVALS:

Consultant/City Project Mgr. \_\_\_\_\_  
City Engineer \_\_\_\_\_  
Trust Representative \_\_\_\_\_



Periodic Estimate for Payment No. 9  
 Project No. R-2425-6  
 Project Description: Norman Inlet Rehabilitation  
 City of Norman  
 Rudy Job Number: 24059



For the Period: March 2025 **RETAINAGE RELEASE**  
 Contractor Phone: 405-478-9900  
 Rudy Construction Co.  
 P.O.BOX 14575  
 Oklahoma City, Ok 73113-4575

Item 11.

No	Item Description	DETAILED ESTIMATE			WORK PERFORMED		TOTAL TO DATE		%	
		Unit	Current Quantity	Unit Price	Est. Cost	No. of Units	\$ This Estimate	No. of Units		\$ To Date
3.00	Unclassified Excavation	CY	512.00	35.00	17,920.00		0.00	497.42	17,409.70	97%
4.00	Saw Cut Pavement Full Depth	LF	248.00	5.00	1,240.00		0.00	1,196.25	5,981.25	482%
5.00	Remove Curb & Gutter	LF	240.00	15.00	3,600.00		0.00	302.00	4,530.00	126%
6.00	Remove Integral Curb with Slab	LF	240.00	5.00	1,200.00		0.00	101.50	507.50	42%
7.00	Remove Existing Pavement	SY	240.00	15.00	3,600.00		0.00	338.36	5,075.40	141%
8.00	Remove Sidewalk	SY	96.00	15.00	1,440.00		0.00	61.66	924.90	64%
9.00	Remove and Reset Obstruction	EA	40.00	300.00	12,000.00		0.00	25.40	7,620.00	64%
10.00	Remove and Reset Fence	LF	180.00	25.00	4,500.00		0.00	0.00	0.00	0%
11.00	(PL) Wood Privacy Fence (6')	LF	120.00	60.00	7,200.00		0.00	0.00	0.00	0%
12.00	Remove Brick and Mortar Inlet	EA	25.00	400.00	10,000.00		0.00	25.00	10,000.00	100%
13.00	Remove and Reset Cast Iron Curb Hood	EA	40.00	300.00	12,000.00		0.00	73.00	21,900.00	183%
14.00	Remove an Reset Cast Iron Inlet Frame & Grate	EA	40.00	600.00	24,000.00		0.00	46.00	27,600.00	115%
15.00	Replace Cast Iron Curb Hood	EA	10.00	600.00	6,000.00		0.00	80.00	48,000.00	800%
16.00	Replace Cast Iron Frame & Grate	EA	10.00	1,200.00	12,000.00		0.00	42.00	50,400.00	420%
17.00	Remove and Replace 12" RCP Class III	LF	50.00	200.00	10,000.00		0.00	0.00	0.00	0%
18.00	Remove and Replace 15" RCP Class III	LF	50.00	210.00	10,500.00		0.00	0.00	0.00	0%
19.00	Remove and Replace 18" RCP Class III	LF	50.00	220.00	11,000.00		0.00	0.00	0.00	0%
20.00	Remove and Replace 24" RCP Class III	LF	50.00	230.00	11,500.00		0.00	2.00	460.00	4%
21.00	Remove and Replace 36" RCP Class III	LF	50.00	240.00	12,000.00		0.00	0.00	0.00	0%
22.00	Type A ODOT Aggregate Base	TON	84.00	80.00	6,720.00		0.00	387.87	31,029.60	462%
23.00	Clean Topsoil	CY	106.00	60.00	6,360.00		0.00	16.65	999.00	16%
24.00	Slab Sod	SY	200.00	10.00	2,000.00		0.00	0.00	0.00	0%
25.00	3000 PSI Concrete 4"	CY	96.00	650.00	62,400.00		0.00	15.81	10,276.50	16%
26.00	3000 PSI Concrete 6" Pavement	SY	240.00	100.00	24,000.00		0.00	516.55	51,655.00	215%
27.00	Combined Curb and Gutter (6" Barrier)	LF	240.00	40.00	9,600.00		0.00	288.00	11,520.00	120%
28.00	6" Integral Curb	LF	240.00	15.00	3,600.00		0.00	147.50	2,212.50	61%
29.00	8" Polyvinyl Chloride (PVC) Pipe	LF	44.00	150.00	6,600.00		0.00	0.00	0.00	0%
30.00	Cast-in-Place Inlet	CY	140.00	850.00	119,000.00		0.00	77.00	65,450.00	55%
31.00	Repair Existing Sprinkler Head	EA	6.00	150.00	900.00		0.00	0.00	0.00	0%
32.00	Repair Existing Sprinkler Line	LF	50.00	30.00	1,500.00		0.00	0.00	0.00	0%
1.00	Mobilization (10% WO Value)	LS	1.00	41,438.00	41,438.00		0.00	0.00	41,438.00	100%
2.00	Traffic Control (4% WO Value)	LS	1.00	16,575.20	16,575.20		0.00	0.00	16,575.20	100%
Base Bid Total					472,393.20		0.00			
Add Alternate #1 - Rowena Lane Flume										
1.00	Class C Concrete	CY	29.72	1,500.00	44,580.00		0.00	38.00	57,000.00	128%
2.00	Unclassified Excavation	CY	297.58	40.00	11,903.20		0.00	297.58	11,903.20	100%
3.00	Inlet Rebuilt	EA	1.00	3,500.00	3,500.00		0.00	1.00	3,500.00	100%
4.00	Removal of Curb and Gutter	LF	10.00	50.00	500.00		0.00	10.00	500.00	100%
5.00	Removal of Sidewalk	SY	8.00	50.00	400.00		0.00	8.33	416.50	104%
6.00	Remove and Reconstruct Fence	LF	96.00	100.00	9,600.00		0.00	96.00	9,600.00	100%
7.00	Removal of Structures & Obstructions	LS	1.00	25,000.00	25,000.00		0.00	1.00	25,000.00	100%
8.00	Combined Curb & Gutter (6" Barrier)	LF	10.00	100.00	1,000.00		0.00	167.25	16,725.00	1673%
9.00	4" Concrete Sidewalk	SY	8.00	125.00	1,000.00		0.00	8.00	1,000.00	100%
10.00	Temporary Silt Fence	LF	850.00	6.00	5,100.00		0.00	0.00	0.00	0%
11.00	Solid Slab Sodding	SY	727.00	15.00	10,905.00		0.00	111.10	1,666.50	15%
12.00	Clearing and Grubbing	LS	1.00	25,000.00	25,000.00		0.00	1.00	25,000.00	100%
13.00	SWPPP Documentation and Management	LS	1.00	1,000.00	1,000.00		0.00	1.00	1,000.00	100%
14.00	Pre/Post-Construction Audio/Video Recording	LS	1.00	500.00	500.00		0.00	1.00	500.00	100%
15.00	Ditch Liner Protection	LF	267.50	10.00	2,675.00		0.00	0.00	0.00	0%
16.00	Construction Traffic Control	LS	1.00	4,000.00	4,000.00		0.00	1.00	4,000.00	100%
17.00	Construction Staking (Construction Survey)	LS	1.00	2,000.00	2,000.00		0.00	1.00	2,000.00	100%
18.00	Mobilization/Demobilization	LS	1.00	7,500.00	7,500.00		0.00	1.00	7,500.00	100%
19.00	Standard Bedding Material, Class B	CY	45.00	135.00	6,075.00		0.00	45.00	6,075.00	100%
20.00	Flexamat, Complete in Place	SF	1,375.00	15.00	20,625.00		0.00	1,000.00	15,000.00	73%

Periodic Estimate for Payment No. 9  
Project No. R-2425-6  
Project Description: Norman Inlet Rehabilitation  
City of Norman  
Rudy Job Number: 24059



For the Period: March 2025 **RETAINAGE RELEASE**  
Contractor Phone: 405-478-9900  
Rudy Construction Co.  
P.O.BOX 14575  
Oklahoma City, Ok 73113-4575

Item 11.

<u>No</u>	<u>Item Description</u>	DETAILED ESTIMATE			WORK PERFORMED		TOTAL TO DATE		<u>%</u>
		<u>Unit</u>	<u>Current Quantity</u>	<u>Unit Price</u>	<u>Est. Cost</u>	<u>No. of Units</u>	<u>\$ This Estimate</u>	<u>No. of Units</u>	
				Alt 1 Total	182,863.20		0.00		
TOTAL THIS ESTIMATE								0.00	
TOTAL COMPLETED TO DATE								619,950.75	
1	Original Contract Amount						655,256.40		
2	Net change by Change Orders and Amendments to Contract						0.00		
3	CONTRACT SUM TO DATE (line 1 + 2)						655,256.40		
4	TOTAL COMPLETED						619,950.75		
5	Plus Material on Hand						0.00		
6	TOTAL COMPLETED AND STORED TO DATE						619,950.75		
7	0% RETAINAGE						0.00		
8	TOTAL EARNED LESS RETAINAGE						619,950.75		
9	LESS PREVIOUS CERTIFICATES FOR PAYMENT						588,953.21		
10	CURRENT PAYMENT DUE						30,997.54		
11	BALANCE TO FINISH, INCLUDING RETAINAGE						35,305.66		



**City of Norman**  
**Purchasing Division**  
**P.O. Box 370**  
**Norman, OK 73070**

## A F F I D A V I T

State of OklahomaPO No. Contract No. K-2425-7County of ClevelandInvoice No. 9Amount \$ \$30,997.54

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. Affidavit further states that the work as shown by this invoice have been completed in accordance with the plans, specifications furnished the Affidavit. Affidavit 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.

Rudy Construction Co.

Company Name

City of NormanBy: Architect, Contractor, Supplier,  
Engineer or Supervisory

Official

Subscribed and sworn to before me this 22 day of April, 2025

My Commission Expires:

12/4/28

[Signature]  
 Notary Public  
 (or officer having power to administer oaths)

**File Attachments for Item:**

12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-111 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND WYATT CONTRACTING, INC., IN THE AMOUNT OF \$332,106.00 FOR THE LINDSEY STREET AND CLASSEN BOULEVARD BRIDGE REHABILITATION PROJECT, AWARDED PERFORMANCE BOND B-2425-53; STATUTORY BOND B-2425-54; MAINTENANCE BOND MB-2425-41, AND ADOPTING RESOLUTION R-2425-114 GRANTING TAX-EXEMPT STATUS AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.





## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 6/10/2025

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

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

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-111 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND WYATT CONTRACTING, INC., IN THE AMOUNT OF \$332,106.00 FOR THE LINDSEY STREET AND CLASSEN BOULEVARD BRIDGE REHABILITATION PROJECT, AWARDING PERFORMANCE BOND B-2425-53; STATUTORY BOND B-2425-54; MAINTENANCE BOND MB-2425-41, AND ADOPTING RESOLUTION R-2425-114 GRANTING TAX-EXEMPT STATUS AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

### BACKGROUND:

On October 10, 2023, the citizens of Norman voted in favor of a \$50 million bond issue dedicated to the replacement and rehabilitation of bridges throughout the city. The projects included in this bond are intended to be completed using bond funds, although the City will pursue federal funding opportunities wherever possible to supplement local resources.

Prior to the election, with strong voter attitude survey results and City Council support, and to ensure readiness to proceed with key projects immediately upon voter approval, staff solicited a proposal from H.W. Lochner, Inc. to prepare construction drawings for the rehabilitation of the bridge at Lindsey Street and Classen Boulevard.

On August 31, 2023, the City Manager approved contract K-2324-63 with H.W. Lochner Inc., for the preparation of construction drawings for the rehabilitation of the Lindsey Street Bridge located at the intersection of Lindsey Street and Classen Boulevard in the amount of \$30,800.00.

Bid documents and specifications for the Lindsey Street and Classen Boulevard Bridge Rehabilitation Project were advertised on May 2, 2024 and May 9, 2025 in accordance with State Law. One (1) bid was received on May 30, 2024. The bid received was \$618,276.80. This bid was rejected as it exceeded the Engineer's Estimate and there was no other bid for comparison.

## DISCUSSION:

After review of the plans and consultation with the design engineer, it was determined to advertise this project for bids a second time. Bid documents and specifications for the Lindsey Street and Classen Boulevard Bridge Rehabilitation Project were advertised on April 2, 2025 and April 11, 2025 in accordance with State Law. In addition to advertising bids, staff sends bid documents to forty-three (43) contractors directly, including all known contractors specializing in bridge maintenance and repair. Three (3) bids were received on May 1, 2025.

The low bidder is Wyatt Contracting of Weatherford, Oklahoma in the amount of \$332,106.00. This bid is \$13,474.00 or 6.2% above the Engineer's Estimate of \$312,632.00. Staff has carefully reviewed this bid, and believes the bid to be competitive and represents a fair price. This will be the first project that Wyatt Contracting will perform in the City of Norman and after a thorough review the bidder's Statement of Qualifications, staff believes them to be a responsible bidder.

Tabulation of Bid Results

Contractor	Total
K&R Builders	\$479,969.50
PbX Corporation	\$434,736.81
Wyatt Contracting	\$332,106.00
Engineer's Estimate	\$312,632.00

On April 10, 2024, the City closed on the sale of \$16,000,000 general obligation bond (Series 2024A) with the proceeds being purposed for bridge repair. An appropriation of funds will be needed to pay for these construction services in the amount of \$332,106.00.

If approved, the Lindsey Street and Classen Boulevard Bridge Rehabilitation Project will begin on or before July 16, 2025, and is estimated to be completed in 75 days.

## RECOMMENDATION 1:

Staff further recommends appropriation of \$332,106.00 from the Capital Fund, General Obligation Bond Balance (Account 50-29000) to the Lindsey Street and Classen Boulevard Bridge Rehabilitation Bond Project, Construction (Account 50595367-46101; Project BP0610).

## RECOMMENDATION 2:

Staff recommends approval of Contract K-2425-111, between the City of Norman and Wyatt Contracting for the rehabilitation of the Lindsey Street and Classen Boulevard Bridge.

## RECOMMENDATION 3:

Staff further recommends that, upon approval of Contract K-2425-111, the following bonds be accepted:

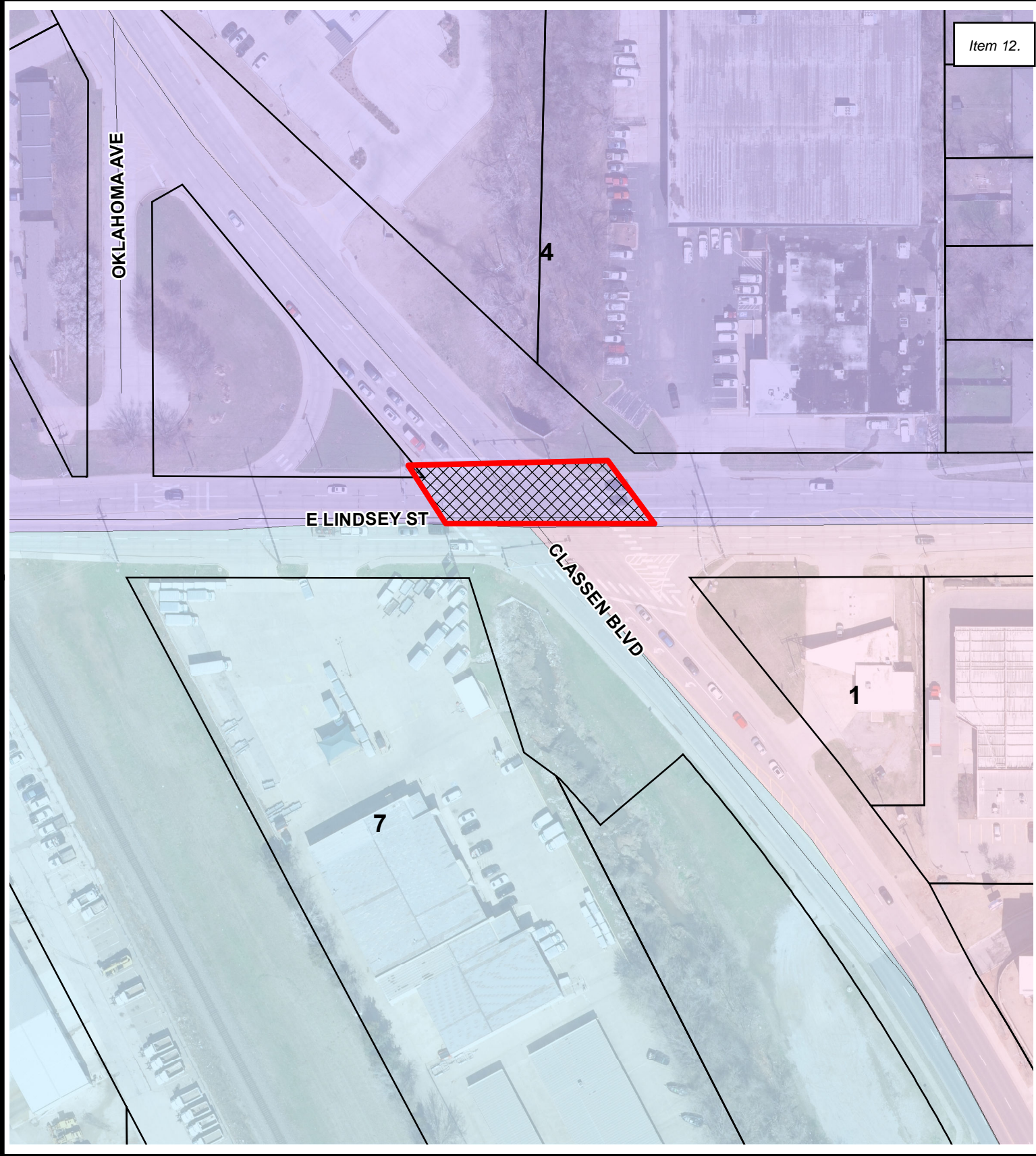
Performance Bond No. B-2425-53

Statutory Bond No. B-2425-54

Maintenance Bond No. MB-2425-41

**RECOMMENDATION 4:**

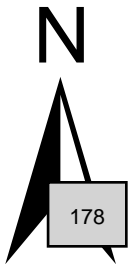
Staff further recommends that, upon approval of Contract K-2425-111, Wyatt Contracting be authorized as Project Agent via Resolution No. R-2425-114.



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.

## Lindsey & Classen Bridge





**CONTRACT**

THIS CONTRACT made and entered into this 9 day of May, 2023 by and between Wyatt Contracting 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.

**WITNESSETH**

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:

**BID 2425-46 LINDSEY STREET AND CLASSEN BOULEVARD BRIDGE  
REHABILITATION PROJECT, FYE 2024**

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) Three Hundred Thirty-Two Thousand One Hundred Six (DOLLARS):  
(NUMERALS) (\$ 332,106.<sup>00</sup>).

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

1) The CONTRACTOR shall, in a good and first-class, 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.

Contract No. K-2425-111

Page 1 of 4

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:

**LINDSEY STREET AND CLASSEN BOULEVARD BRIDGE REHABILITATION PROJECT,  
FYE 2024**

a. 75 Calendar Days

i. 75 Calendar Days does not include weather days

1. Weather days to be determined by the engineer or the streets program manager

Calendar Days does not include weather days

Weather days to be determined by the engineer or 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.

Contract No. K-2425-111  
Page 2 of 4

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) The sworn, notarized statement below must be signed and notarized before this Contract will become effective.

STATE OF Oklahoma )  
 ) ss:  
COUNTY OF Custer )

Todd Moran, 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.

Tdm

Contractor

Subscribed and sworn to before me this 9 day of May, 2025

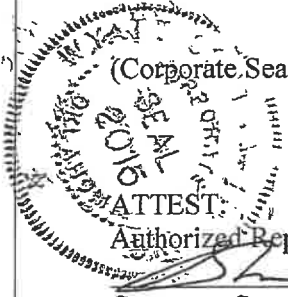


Misty D Green  
Notary Public

Contract No. K-2425-111  
Page 3 of 4

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 19<sup>th</sup> day of May 2025, and the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal) (where applicable)



Authorized Representative

Corporate Secretary (where applicable)

Principal

Signed: Todd Moran

Title: Todd Moran, President

P.O. Box 917

Address Weatherford, OK 73096

Telephone: 580-772-6100

CITY OF NORMAN:

Approved as to form and legality this 20 day of May 2025.

Elizabeth Luckala  
City Attorney

Approved by the Council of the City of Norman, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

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

\_\_\_\_\_  
Mayor

Contract No. K-2425-111  
Page 4 of 4



CONTRACT AFFIDAVIT

STATE OF Oklahoma )  
 ) ss:  
 COUNTY OF Custer )

Todd Moran, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of Wyatt Contracting 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.

Tal

Contractor

Subscribed and sworn to before me this 9 day of May, 2025.

Misty D Green

Notary Public

My Commission Expires:

4/22/26



**PERFORMANCE BOND**

Know all men by these presents, that Wyatt Contracting, Inc. as PRINCIPAL, and United Fire & Casualty Company Corporation organized under the laws of the State of Iowa 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 Three Hundred Thirty Two Thousand One Hundred Six & 00/100 -- DOLLARS, (\$ 332,106.00 ), 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:

**BID 2425-46 LINDSEY STREET AND CLASSEN BOULEVARD BRIDGE  
REHABILITATION PROJECT, FYE 2024**

has entered into a written CONTRACT (K-2425-111) with THE CITY OF NORMAN, dated this 9th day of May, 2025 for the erection and construction of this 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 said 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 CITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by 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 PRINCIPAL of his 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 14th day of May, 2025 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 May 14, 2025.

Performance Bond No. B-2425-53  
Page 1 of 3

(Corporate Seal) (where applicable)

ATTEST:



Corporate Secretary (where applicable)

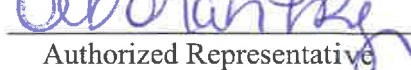
Principal Wyatt Contracting, Inc.

Signed: \_\_\_\_\_

Title: PresidentAddress: PO Box 486Weatherford, OK 73096Telephone: 580-772-5855

(Corporate Seal) (where applicable)

ATTEST:

Surety: United Fire & Casualty CompanySigned:   
Authorized RepresentativePrinted: Deborah L. Raper  
Authorized RepresentativeTitle: Attorney-in-Fact9401 Cedar Lake Avenue  
Address: Oklahoma City, OK 73114Telephone: 405-418-8600**CORPORATE ACKNOWLEDGEMENT**STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF CUSTER )

The foregoing instrument was acknowledge before me this 16<sup>th</sup> day of May, 2025, by Todd Moran, President (Name and Title), of Wyatt Contracting, Inc., a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 16 day of May, 2025.

My Commission Expires:

4/22/26  
Notary PublicPerformance Bond No. B-2425-53  
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 20 day of May, 2025.

Christina Wilkins  
 City Attorney

Approved by the Council of the City of Norman this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

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

\_\_\_\_\_  
 Mayor

Performance Bond No. B-2425-53

Page 3 of 3

**STATUTORY BOND**

Know all men by these presents that Wyatt Contracting, Inc. as PRINCIPAL, and United Fire & Casualty Company, a corporation organized under the laws of the State of Iowa, 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 Three Hundred Thirty Two Thousand One Hundred Six & 00/100 -- DOLLARS (\$ 332,106.00), 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:

**BID 2425-46 LINDSEY STREET AND CLASSEN BOULEVARD BRIDGE  
REHABILITATION PROJECT, FYE 2024**

has entered into a written CONTRACT (K-2425-111) with THE CITY OF NORMAN, dated this 9th day of May, 2025, 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 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. §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 14th day of May, 2025, 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 14th day of May, 2025.

(Corporate Seal) (where applicable)

ATTEST

  
Corporate Secretary (where applicable)

Principal Wyatt Contracting, Inc.

Signed: 

Authorized Representative

Title: President

Address: PO Box 486

Weatherford, OK 73096

Telephone: 580-772-5855

Statutory Bond No. B-2425-54

Page 1 of 3

(Corporate Seal) (where applicable)

ATTEST:

*Becky Kellme*

Surety: United Fire & Casualty Company

Signed: *Deborah L. Raper*  
Authorized Representative

Printed: Deborah L. Raper  
Authorized Representative

Title: Attorney-in-Fact  
9401 Cedar Lake Avenue  
Address: Oklahoma City, OK 73114

Telephone: 405-418-8600

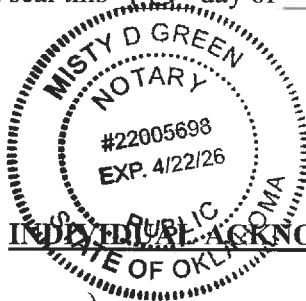
**CORPORATE ACKNOWLEDGEMENT**

STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF CUSTER )

The foregoing instrument was acknowledge before me this 16<sup>th</sup> day of May, 2025, by Todd Moran, President (Name and Title), of Wyatt Contracting, Inc. a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 16<sup>th</sup> day of May, 2025.

My Commission Expires: 4/22/26



*Misty D Green*  
Notary Public

**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-2425-54  
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 20 day of May, 2025

Christine Luckala  
 City Attorney

Approved by the Council of the City of Norman this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

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

\_\_\_\_\_  
 Mayor

**CITY OF NORMAN****MAINTENANCE BOND**

Know all men by these presents that Wyatt Contracting, Inc., as Principal, and United Fire & Casualty Company, a corporation organized under the laws of the State of Iowa, 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 Three Hundred Thirty Two Thousand One Hundred Six & 00/100 -- DOLLARS (\$ 332,106.00), 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 Eighty Three Thousand Twenty Six Dollars & 50/100 -- DOLLARS (\$ 83,026.50), such sum being no less than twenty-five percent (25%) of the contract price and being in force for a period of two 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:

**BID 2425-46 LINDSEY STREET AND CLASSEN BOULEVARD BRIDGE  
REHABILITATION PROJECT, FYE 2024**

has entered into a written CONTRACT (K-2425-111) with the CITY OF NORMAN, dated this 9th day of May, 20 25 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 three (3) 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. 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.

Maintenance Bond No. MB-2425-41

Page 1 of 3



IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 14th day of May, 2025, 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 14th day of May, 2025.

(Corporate Seal) (where applicable)

ATTEST:



Corporate Secretary (where applicable)

Principal Wyatt Contracting, Inc.

Signed: 

Title: President

Address: PO Box 486

Weatherford, OK 73096

Telephone: 580-772-5855

(Corporate Seal) (where applicable)

ATTEST:



Surety: United Fire & Casualty Company

Signed: 

Printed: Deborah L. Raper  
Authorized Representative

Title: Attorney-in-Fact

9401 Cedar Lake Avenue  
Address: Oklahoma City, OK 73114

Telephone: 405-418-8600

### CORPORATE ACKNOWLEDGEMENT

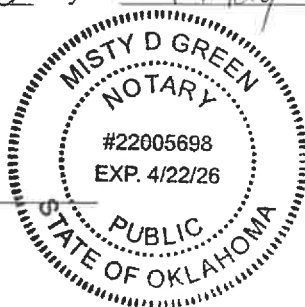
STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF CUSTER )


The foregoing instrument was acknowledge before me this 16<sup>th</sup> day of May, 2025  
by Todd Moran, President (Name and Title), of Wyatt Contracting Inc  
a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 16 day of May, 2025.

My Commission Expires:

4/22/26



  
Notary Public

Maintenance Bond No. MB-2425-41  
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 20 day of May, 2025.

Elizabeth Shukala  
 City Attorney

Approved by the Council of the City of Norman this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

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

\_\_\_\_\_  
 Mayor



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department  
 118 Second Avenue  
 Cedar Rapids, IA 52401

Item 12.

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JAMIE BURRIS, VAUGHN P. GRAHAM, JR., VAUGHN P. GRAHAM, STEPHEN M. POLEMAN, JOHN K. DEER, THOMAS C. PERRAULT, TRAVIS E. BROWN, DEBORAH L. RAPER, VICKI WILSON, AUSTIN K. GREENHAW, SHELLI SAMSEL, DWIGHT A. PILGRIM, CLAYTON HOWELL, MARK D. NOWELL, JOHN MCCLELLAN, GARY LILES, RANDY D. WEBB, BOBBY JOE YOUNG, AARON WOOLSEY, CAREY L. KENNEMER, KRISTIN LEWIS, JOSHUA BRYAN, BECKY KILLMAN, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 23rd day of October, 2026 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**"Article VI – Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 23rd day of October, 2024

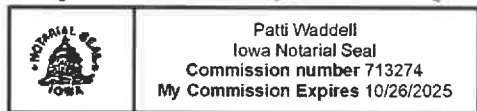
UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY



By: *Kyanna M. Saylor*  
 Vice President

State of Iowa, County of Linn, ss:

On 23rd day of October, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Patti Waddell*  
 Notary Public  
 My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 14th day of May, 2025.



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC

# Resolution

R-2425-114

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING WYATT CONTRACTING, AS PROJECT AGENT FOR THE REHABILITATION OF THE LINDSEY STREET AND CLASSEN BOULEVARD BRIDGE PROJECT, FOR THE CITY OF NORMAN.

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Wyatt Contracting, for the Rehabilitation of the the Lindsey Street and Classen Boulevard Bridge Project; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Wyatt Contracting, 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, Wyatt Contracting, to purchase materials which are in fact used for the Rehabilitation of the the Lindsey Street and Classen Boulevard Bridge Project; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that Wyatt Contracting, shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

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

- § 4. That the City of Norman, Oklahoma, on the 10<sup>th</sup> day of June, 2025, did appoint Wyatt Contracting, who is involved with the Rehabilitation of the the Lindsey Street and Classen Boulevard Bridge 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 Rehabilitation of the the Lindsey Street and Classen Boulevard Bridge Project.

PASSED AND ADOPTED this 10<sup>th</sup> day of June, 2025.

\_\_\_\_\_  
Mayor (Larry Heikkila)

ATTEST:

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



**File Attachments for Item:**

13. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDED BID 2425-48 AND CONTRACT K2425-113: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SOUTHWEST WATER WORKS, L.L.C., IN THE AMOUNT OF \$1,585,350; PERFORMANCE BOND B-2425-57; STATUTORY BOND B-2425-58; MAINTENANCE BOND MB-2425-43 FOR DANFIELD WATERLINE REPLACEMENT PROJECT, AND AUTHORIZE BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 06/10/2025

**REQUESTER:** Peter Wolbach, Staff Engineer

**PRESENTER:** Peter Wolbach, Staff Engineer

**ITEM TITLE:** CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDED BID 2425-48 AND CONTRACT K-2425-113: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SOUTHWEST WATER WORKS, L.L.C., IN THE AMOUNT OF \$1,585,350; PERFORMANCE BOND B-2425-57; STATUTORY BOND B-2425-58; MAINTENANCE BOND MB-2425-43 FOR DANFIELD WATERLINE REPLACEMENT PROJECT, AND AUTHORIZE BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

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### BACKGROUND:

The existing waterlines east of the intersection at Brookhaven Boulevard and Northridge Road, extending north along Danfield Drive to the intersection of Danfield Drive and Brookhaven Boulevard, are made of ductile iron that were installed in the 1980s and early 1990s and are due for replacement. This replacement will prevent any corrosion in the existing ductile iron piping from causing water main breaks that could impact water service to the Brookhaven neighborhood. This project will install approximately 3,600 linear feet of 6-inch and 8-inch polyvinyl chloride (PVC) pipe, combined.

### DISCUSSION:

The Invitation to Bid (Bid 2425-48) for the Danfield Waterline Replacement (Project WA0379) was published in the Norman Transcript on April 3 and April 10, 2025. The project includes the replacement of 3,600 linear feet of waterline along Danfield Drive as the base bid with no alternate bids included.

Two (2) contractors submitted bids with the bids ranging from \$1,585,350 to \$1,594,495. Southwest Water Works, LLC (SWWW) was the lowest responsible bidder with a bid of \$1,585,350. Staff recommends award of the bid to Southwest Water Works, LLC.

The Danfield Waterline Replacement, Construction account (31996683-46101; Project WA0379) has an available balance of \$712,663.01. Staff proposes a budget appropriation from the Water Fund Balance (account 31-29900) in the amount of \$955,000 to the Danfield Waterline, Construction account (31996683-46101, Project WA0379), for a total of

\$1,667,663.01 . This should be sufficient to fully fund the project and will provide \$79,313.01, or approximately 5%, for unforeseen contingencies.

Work on this project will commence this summer after materials of the contract and will be completed in early 2026.

**RECOMMENDATION 1:**

Staff recommends the NUA accept bids meeting project specifications, award the bid to Southwest Water Works, LLC for the Danfield Waterline Replacement (Project WA0379) in the amount of \$1,585,350.

**RECOMMENDATION 2:**

Staff recommends the NUA approve the associated contract and performance, statutory, and maintenance bonds in the amount of the bid, and authorize a budget appropriation in the amount of \$955,000 from the Water Fund balance (31-29900) to the project construction account (31996683-46101, Project WA0379).



Norman Utilities Authority  
 Project WA0379  
 Danfield Waterline Replacement

Contract K-2425-113  
 Bid No. 2425-48

## 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 WA0379  
DANFIELD 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, five hundred eighty-five thousand, three hundred fifty Dollars \$1,585,350

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 4/29/2025)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Norman Utilities Authority  
Project WA0379  
Danfield Waterline Replacement

Contract K-2425-113  
Bid No. 2425-48  
B-2425-57

## 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, five hundred eighty-five thousand, three hundred fifty Dollars \$1,585,350, 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 WA0379  
DANFIELD WATERLINE REPLACEMENT  
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2425-113) with the AUTHORITY, dated May 13, 2025 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 WA0379  
 Danfield Waterline Replacement

Contract K-2425-113  
 Bid No. 2425-48  
 B- 2425-58

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 13<sup>th</sup> day of May, 2025, 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 13<sup>th</sup> day of May, 2025.

(Corporate Seal) (where applicable)

ATTEST

[Signature]  
 Corporate Secretary (where applicable)

Southwest Water Works LLC  
 PRINCIPAL

Signed:

[Signature]  
 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  
 Witness

Fidelity and Deposit Company of Maryland  
 SURETY

Signed:

[Signature]  
 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 WA0379  
Danfield Waterline Replacement

Contract K-2425-113  
Bid No. 2425-48  
B- 2425-58

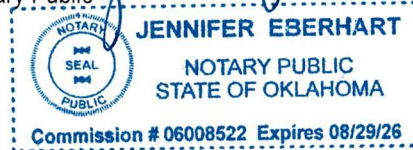
**CORPORATE ACKNOWLEDGEMENT**

STATE OF OKLAHOMA )  
COUNTY OF Oklahoma )§

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of May,  
20 25, by Paul Matthews of Southwest Water Works, LLC  
Name and Title Managing member  
a LLC corporation, on behalf of the corporation.

WITNESS my hand and seal this 19<sup>th</sup> day of May, 20 25

Notary Public



My Commission Expires: 8.29.26

**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: \_\_\_\_\_



**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  
\_\_\_\_\_

### 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, five hundred eighty-five thousand, three hundred fifty Dollars \$1,585,350, 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 WA0379  
DANFIELD WATERLINE REPLACEMENT  
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2425-113) with the AUTHORITY, dated May 13, 2025 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.

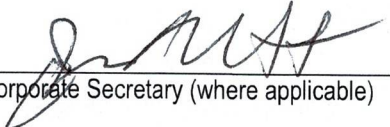
If is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

Norman Utilities Authority  
 Project WA0379  
 Danfield Waterline Replacement

Contract K-2425-113  
 Bid No. 2425-48  
 MB-2425-43

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 13<sup>th</sup> day of May, 2025, 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 13<sup>th</sup> day of May, 2025.

(Corporate Seal) (where applicable)  
 ATTEST

  
 Corporate Secretary (where applicable)

Southwest Water Works LLC

PRINCIPAL

Signed:

  
 Authorized Representative

Name and Title

Paul Matthews  
Managing Member

Address:

201 NW 13<sup>th</sup> St  
OKC, OK 73114

Telephone:

405.463.5665

(Corporate Seal)

ATTEST

  
 Corporate Secretary Callie Woodard  
 Witness

Fidelity and Deposit Company of Maryland

SURETY

Signed:

  
 Authorized Representative

Deborah L. Raper, Attorney-in-Fact  
 Name and Title

Address:

9401 Cedar Lake Avenue  
Oklahoma City, OK 73114

Telephone:

(405)-418-8600



**CORPORATE ACKNOWLEDGEMENT**

STATE OF Oklahoma )

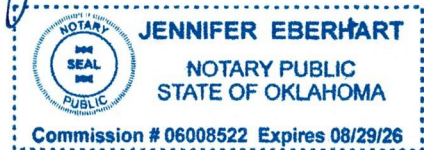
COUNTY OF Oklahoma )§

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of May,  
20 25, by Paul Matthews of Southwest Water Works, LLC  
Name and Title managing member  
a LLC corporation, on behalf of the corporation.

WITNESS my hand and seal this 19<sup>th</sup> day of May, 20 25.

Notary Public

My Commission Expires: 8.29.26



**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 \_\_\_\_\_



**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 Robert D. Murray, 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 to Clayton HOWELL, Vicki WILSON, 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 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 04th day of January, A.D. 2024.



**ATTEST:**  
**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*  
Vice President

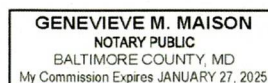
By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 04th day of January, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, 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, depose 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*



Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

Item 13.

"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 or 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 13th day of May, 2025.



*Thomas O. McClellan*

Thomas O. McClellan  
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

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

1299 Zurich Way  
Schaumburg, IL 60196-1056  
[reportsfclaims@zurichna.com](mailto:reportsfclaims@zurichna.com)

800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790



**NORMAN UTILITIES AUTHORITY  
PROJECT WA0379 - DANFIELD WATERLINE REPLACEMENT  
CONTRACT K-2425-113  
BID 2425-48**

**Bid Opening Date**

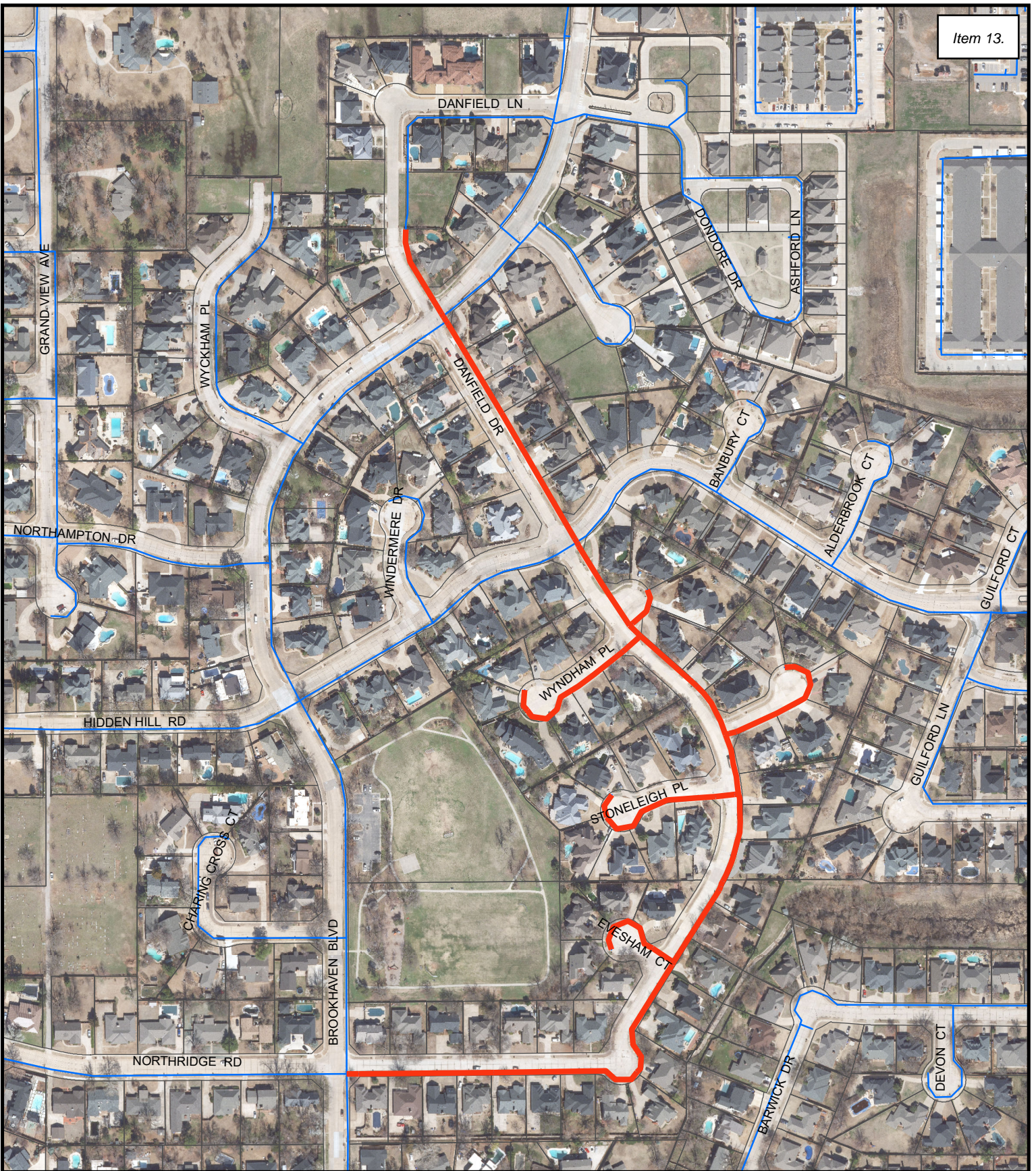
**May 1, 2025**

**Bid Opening Time**

**2:00 PM**

<b>Company</b>	<b>Address</b>	<b>Total Base Bid</b>
Southwest Water Works, LLC	201 NW 132nd Street OKC, OK 73114	\$ 1,585,350.00
Cimarron Construction Company	3501 NE 63rd Street OKC, OK 73121	\$ 1,594,495.00





## WA0379 - Danfield Water Line Replacement



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.

0 300 600 Feet

June 4, 2025



— Project Area

— Water Main



**File Attachments for Item:**

14. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2425-117: AN AGREEMENT BETWEEN THE CITY OF NORMAN, OKLAHOMA AND THE BOARD OF COUNTY COMMISSIONERS, CLEVELAND COUNTY, OKLAHOMA, FOR A COOPERATIVE INTERLOCAL AGREEMENT FOR THE MAINTENANCE, CONSTRUCTION, AND REPAIR OF SECTION LINE ROADS, SHARED MOWING RESPONSIBILITIES, AND PROVIDING FOR CERTAIN ON-CALL SERVICES DURING INCLEMENT WEATHER FOR THE 2025-2026 FISCAL YEAR.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 06/10/2025

**REQUESTER:** City of Norman

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

**ITEM TITLE:** CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2425-117: AN AGREEMENT BETWEEN THE CITY OF NORMAN, OKLAHOMA AND THE BOARD OF COUNTY COMMISSIONERS, CLEVELAND COUNTY, OKLAHOMA, FOR A COOPERATIVE INTERLOCAL AGREEMENT FOR THE MAINTENANCE, CONSTRUCTION, AND REPAIR OF SECTION LINE ROADS, SHARED MOWING RESPONSIBILITIES, AND PROVIDING FOR CERTAIN ON-CALL SERVICES DURING INCLEMENT WEATHER FOR THE 2025-2026 FISCAL YEAR.

---

### **BACKGROUND:**

Contract K-2425-117 is an Interlocal Agreement between the City of Norman and the Board of Cleveland County Commissioners providing for certain cooperative activities between the City and the County crews for FYE26. The City and County have had an annual agreement for many years providing for this cooperative approach.

### **DISCUSSION:**

This agreement continues the prior practice of allowing for cooperative road maintenance and construction activities within Cleveland County. It also addresses shared mowing responsibilities in rural Norman and provides for a process to determine which party will be responsible for snow and ice removal during the winter season. It also sets forth a process for the provision of these services on an on-call basis. Both the County and the City benefit from the shared responsibilities set forth in this Agreement. The Agreement will cover these activities and responsibilities for FYE26 and are identical to those in the previous FYE25 agreement, Contract K-2425-185, excepting the term of the agreement.

### **RECOMMENDATION:**

Staff recommends approval of Contract K-2425-117.

AGREEMENT**CLEVELAND COUNTY AND CITY OF NORMAN**

This Mutual Cooperation Agreement is entered between the **BOARD OF COUNTY COMMISSIONERS, CLEVELAND COUNTY, OKLAHOMA**, (hereinafter referred to as "COUNTY") and **THE CITY OF NORMAN, OKLAHOMA**, (hereinafter referred to as "CITY") for FY 2025-2026.

Pursuant to 69 O.S. §1903, et seq the governing boards of Cleveland County, Oklahoma, and the City of Norman, find that it is to the mutual benefit of the citizens of both the CITY and the COUNTY to enter into an Agreement of Mutual Cooperation pertaining to grading, draining, and hard surfacing of certain street within the CITY which are continuations or connecting links in the State or County Highway system or other projects that mutually benefit the two jurisdictions, and is located within Cleveland County.

**WHEREFORE**, in mutual consideration of the promises and covenants herein made, the parties hereto agree as follows:

1. If the CITY or COUNTY determines a need for grading, draining or hard surfacing on a CITY or COUNTY road, the CITY or COUNTY may make a written request for help with the material, labor, or equipment to accomplish the grading, draining and/or hard surfacing from the CITY MANAGER or appropriate County Commissioner.
2. The CITY and COUNTY will meet at least thirty (30) days prior to the start of the winter season to determine routs of responsibility for CITY and COUNTY snow and ice removal in the event of inclement winter weather. If the CITY determines certain on-call services, including ice and/or snow treatment or removal on CITY roads during inclement weather are needed in addition to the predetermined routes and responsibilities, the CITY may make a written request as set forth herein.
3. The CITY and COUNTY will meet at least thirty (30) days prior to the start of mowing season to determine which intersections in rural areas of Norman will be mowed by the COUNTY and which will be mowed by the CITY during the mowing season to ensure the safe travel of vehicles through such intersections.
4. The CITY'S or COUNTY'S request shall be in writing and shall state the proposed work, what part of the project is proposed to be done by each party, and the proposed time frame for completion of the work.
5. Each party may be billed, at the option of the other, for the actual cost of any and all materials, labor, etc. All costs of the project will be agreed upon in writing before work commences.
6. Engineering for each project shall be the sole responsibility of the requesting party.

## City of Norman Contract K-2425-117

7. The assisting party will determine and properly mark (sign) all detour routes, provide signage for all projects and call OKIES-ONE to ensure all utility lines/locations are properly identified for all work sites.
8. Projects where the assisting party provides 100% of the labor will, within five (5) days of completion, be inspected by the requesting party. If the requesting party alleges any deficiencies in the manner in which the assisting party's work was performed, the requesting party will provide written notice specifying those deficiencies within ten (10) days of the completion of said work.
9. During the time period work is being performed by the assisting party or its agents, the assisting party will be responsible for any damages caused by work performed by or on behalf of the assisting party. Once the requesting party has provided written acceptance of the work provided by the assisting party, the requesting party shall bear responsibility for any claim or judgment rendered for damages proven to be a result of acts or omissions related to maintenance or operation of a Road within its jurisdiction, control, and responsibility. The parties hereby acknowledge and agree that it is not the intent of the parties to create or add any duties or liabilities which are not mandated by the Oklahoma Governmental Tort Claims Act, 51 O.S. Section 151 et seq. or other applicable state law.
10. Each party retains the right to perform all of the work, requested, part of the work requested or none of the work, at its sole discretion, with or without cause.
11. Other projects may be defined by written addendum or modifications to this agreement if approved and signed by the governing bodies of both parties.
12. This agreement shall be effective from, July 1, 2025, through June 30, 2026, and may be renewed or extended annually by appropriate affirmative action of the governing bodies of both parties; provided, however, that in the event either part shall breach this agreement, then, and in said event, the aggrieved party may terminate this agreement, upon written notice to the breaching party.
13. This agreement is subject to both parties' materials or funds on hand, and to each parties' fiscal year limitations.



City of Norman Contract K-2425-117

COUNTY

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**BOARD OF COUNTY COMMISSIONERS,  
FOR CLEVELAND COUNTY.**\_\_\_\_\_  
Rod Cleveland, District #1 Commissioner\_\_\_\_\_  
Jacob McHughes, District #2 Commissioner\_\_\_\_\_  
Rusty Grissom, District #3 Commissioner**ATTEST:**\_\_\_\_\_  
County Clerk


Approved as to form and legality:

  
\_\_\_\_\_  
Assistant District AttorneyCITY

APPROVED by the MAYOR and COUNCIL of the CITY OF NORMAN this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**THE CITY OF NORMAN, OKLA**\_\_\_\_\_  
MAYOR**ATTEST:**\_\_\_\_\_  
CITY CLERK

Approved as to form and legality:

  
\_\_\_\_\_  
Municipal Counselor

**File Attachments for Item:**

15. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-121: AN AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NORMAN REGIONAL HOSPITAL AUTHORITY D/B/A NORMAN REGIONAL HOSPITAL (NRH) TO PROVIDE \$25,000 ANNUALLY TO SUPPORT PARATRANSIT OPERATIONS AND RECEIVE RIDERSHIP DATA REPORTS.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 06/10/2025

**REQUESTER:** Taylor Johnson, AICP, Transit and Parking Program Manager

**PRESENTER:** Scott Sturtz, P.E., Public Works Director

**ITEM TITLE:** CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-121: AN AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NORMAN REGIONAL HOSPITAL AUTHORITY D/B/A NORMAN REGIONAL HOSPITAL (NRH) TO PROVIDE \$25,000 ANNUALLY TO SUPPORT PARATRANSIT OPERATIONS AND RECEIVE RIDERSHIP DATA REPORTS.

### BACKGROUND:

Under the Americans with Disabilities Act of 1990 (ADA), paratransit service is required for passengers who are 1) unable to navigate the public bus system, 2) unable to get to a point from which they could access the public bus system, or 3) have a temporary need for these services because of injury or some type of limited duration cause of disability. These service qualifications overlap with some of the clientele that is served by the Norman Regional Hospital Authority, D/B/A Norman Regional Hospital (NRH), and having statistical data on the paratransit trips serving the NRH facilities has been beneficial to the hospital's operation.

For many years NRH has financially contributed toward the cost of operating a public transportation system in the City of Norman, specifically the paratransit services, in exchange for such statistical data reports. This agreement originated with the University of Oklahoma's Cleveland Area Rapid Transit (CART) program before the city-wide services were transitioned to the City of Norman in 2019.

Because the paratransit services are now entirely operated by the City of Norman as the direct recipient of federal transit funds, a similar agreement was developed between the City of Norman and NRH under contract K-1920-86 in November 2019 just after the transition of transit services was completed. This same contract has been auto-renewed each year through FYE25 pursuant to the appropriation of sufficient funding.

### DISCUSSION:

In April of 2025 City of Norman staff were contacted by Norman Regional Hospital staff about decreasing the total annual contribution amount (\$50,000) by 50% to a new annual contribution amount of \$25,000 due to NRH financial constraints.

Staff have reviewed the budget for City transit services following expense reductions already made or proposed, as well as a slight increase in federal grant amounts for fiscal year 2026 that exceed the tentative amounts estimated during the initial budget process. Under the current preliminary budget, reducing this contribution will not impact the ability to maintain transit services at the current level proposed for fiscal year 2026, barring any unforeseen circumstances. A revised contract, K-2425-121, has been drafted to accommodate the decrease in funding as requested by NRH.

**RECOMMENDATION:**

Staff recommends that City Council approve Contract K-2425-121, providing for an Agreement between the City of Norman and the Norman Regional Hospital Authority, d/b/a Norman Regional Hospital, to provide \$25,000 annually to support paratransit services and receive ridership data reports.

## **FUND DISBURSEMENT AGREEMENT**

This Agreement is made and entered into on the 10<sup>th</sup> day of June, 2025, by and between the **City of Norman, Oklahoma**, a municipal corporation (“**City**”), and **Norman Regional Hospital Authority**, an Oklahoma public trust, d/b/a Norman Regional Health System (“**NRH**”).

### **WITNESSETH:**

WHEREAS, for many years, NRH has provided funding to the University of Oklahoma to assist with the cost of operating a public transportation system throughout the City of Norman (operating under the name of Cleveland Area Rapid Transportation or “CART”), which provided transportation, including paratransit, to patients and other members of the public visiting NRH’s sites; and

WHEREAS, the City has assumed the operation of the public transportation system on July 1, 2019 providing services throughout the City of Norman service area, including paratransit; and

WHEREAS, NRH desires to continue providing financial assistance to contribute to the operation of the public transportation system, in particular the provision of paratransit services, and has done so since the City assumed the operations of the public transportation system; and

WHEREAS, City desires to continue to accept NRH’s financial contribution and agrees to provide NRH certain paratransit ridership data in exchange.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and promises herein set forth, the parties agree as follows:

### **1. TERM**

This Agreement shall take effect on July 1, 2025, and shall expire on June 30, 2026. This Agreement shall renew automatically subject to annual appropriation of sufficient funding by the Norman Regional Hospital Authority Board and the Norman City Council.

### **2. COMPENSATION AND INVOICING**

NRH agrees to pay to City the annual sum of Twenty-Five Thousand Dollars (\$25,000.00) payable in four (4) equal installments of Six Thousand Two Hundred Fifty Dollars (\$6,250.00). City agrees that such funding will be used to provide paratransit services in the City of Norman. City shall submit to NRH a quarterly invoice, which shall be paid within thirty (30) days after receipt. In the first and third quarter of each year, the

City shall include with its invoice a report with the number of paratransit trips provided to or from NRH facilities for the previous two quarters.

### **3. TERMINATION**

Either party may terminate this agreement in writing with ninety (90) days' notice to the other party.

### **4. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of Oklahoma without giving force and effects to its choice of law provisions, and the United States of America. Any legal action in connection with this Agreement shall be filed in the District court of Cleveland County, State of Oklahoma, or the United States District Court for the Western District of Oklahoma.

### **5. INDEMNIFICATION AND LIABILITY**

NRH agrees to defend, indemnify, and hold harmless City, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of NRH in the performance of its obligations under this Agreement. City agrees to defend, indemnify, and hold harmless NRH its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of City in the performance of its obligations under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. The parties each agree to promptly serve notice on the other party of any claims arising hereunder and shall cooperate in the defense of such claims. None of the foregoing provisions shall deprive the parties of any action, right, or remedy otherwise available to the City at common law.

### **6. LEGAL RECOURSE AND ATTORNEYS' FEES**

Should the parties to this Agreement be unable to resolve between themselves any dispute arising from any of the provisions within this Agreement, each party shall have recourse under applicable law. In the event that either party commences an action in law or equity to enforce any provision of this Agreement, the losing party shall pay to the prevailing party, reasonable attorneys' fees as fixed by a court of competent jurisdiction.

### **7. ASSIGNABILITY**

This Agreement may not be assigned in whole or in part by either party without prior written permission of the non-assigning party.

#### **8. ENTIRE AGREEMENT/AMENDMENTS**

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and supersedes all prior and/or contemporaneous discussions, representations, or agreements of the parties relating to the terms of this Agreement. This Agreement may only be modified by prior mutual written approval of the parties.

#### **9. SEVERABILITY**

If any provisions of this Agreement, or the application thereof, is determined for any reason and to any extent to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The remainder of this Agreement and the application of such provision(s) will be interpreted so as to reasonably effect the intent of the parties hereto.

#### **10. COUNTERPARTS**

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]



IN WITNESS THEREOF, this Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025.

**NORMAN REGIONAL HOSPITAL  
AUTHORITY**

**CITY OF NORMAN**

\_\_\_\_\_  
Aaron L. Boyd, MD, MBA, FACHE  
President and CEO  
Norman Regional Health System

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

ATTEST:

STATE OF OKLAHOMA    )  
  ) SS:  
CLEVELAND COUNTY    )

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

SUBSCRIBED and sworn to before me this  
\_\_\_\_\_ date of \_\_\_\_\_, 2025.

Notary Public

SEAL

My commission expires \_\_\_\_\_

My commission number \_\_\_\_\_

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

\_\_\_\_\_  
Anthony Purinton  
Assistant City Attorney

**File Attachments for Item:**

16. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2425-124: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND GLOBAL PAYMENTS DIRECT, INC., FOR AN AMENDMENT TO THE CARD SERVICES AGREEMENT FOR CREDIT CARD PROCESSING SERVICES WITH THE TYLER INCODE MUNICIPAL COURT SOFTWARE SYSTEM FOR THE AMOUNTS AS OUTLINED IN THE STAFF REPORT.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 06/10/2025

**REQUESTER:** Ronda Guerrero, Court Administrator

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

**ITEM TITLE** CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2425-124; BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND GLOBAL PAYMENTS DIRECT, INC., FOR AN AMENDMENT TO THE CARD SERVICES AGREEMENT FOR CREDIT CARD PROCESSING SERVICES WITH THE TYLER INCODE MUNICIPAL COURT SOFTWARE SYSTEM FOR THE AMOUNTS AS OUTLINED IN THE STAFF REPORT.

### BACKGROUND:

The City entered into an agreement with Tyler Technologies, Inc. ("Tyler") in December 2017 for the licensing and establishment of the Incode Software, a software utilized by Municipal Court. In order for Municipal Court to accept credit card payments for court costs in connection with this software, a third party credit card processing servicer was required. At the time, Global Payments Direct, Inc. ("Global") was the sole processor integrated with Tyler's Incode software. The Finance Director signed the Merchant Application and Card Services Agreement with Global in February 2017.

### DISCUSSION:

Since that time, the volume of payments in Municipal Court has grown significantly. Further, Global has been elevating its processing fees and rates, with the only notice of such activity embedded in monthly invoices. City Staff were not alerted to the rate increases until a dramatic increase in the March 2025 monthly invoice amount. Once aware, relevant Staff worked as quickly as possible to negotiate better fee rates. Staff now presents this amendment as the current solution for reducing high processing fees.

This amendment locks in a processing fee rate for a twelve (12) month period. This rate is a fifty percent (50%) savings from the increased rate amounts. Because the amount of payments fluctuates month to month, the invoices for processing services fluctuate as well, with higher volume months leading to greater fees charged. Therefore, it is unknown the exact dollar amount that could be expended under this amendment. Global utilized February processing data to extrapolate the rate discounts, which showed the total amount for such month under the

amended rates would be \$7,000 per month. Therefore, we can expect monthly invoices moving forward to be approximately \$7,000 per month for an estimated annual total of \$84,000.

In order to secure this steady rate (i.e. no fee increases as they have done previously) over the twelve month term, we cannot cancel the agreement without paying an early termination fee of \$500 (\$250 per Merchant Identifier, or MID, utilized; – Court has 2 MIDs). All the other terms and conditions of the original agreement signed in 2017 remain in place. These monthly payments have been paid from the Finance Department, Treasury Miscellaneous Services - Banking (Account Number 10330125-44750), and funds will be available in such account for these monthly payments in the future, subject to budget approval.

Tyler now also directly offers credit card processing services and Staff are diligently working with them to leverage even better rates than what Global has offered. Staff anticipate early termination of this amendment with Global to switch to Tyler's more favorable rates. This amendment is simply the best available action step currently to reduce exorbitant fees and allow better termination rights to transition to a less expensive credit card processor when available.

## **RECOMMENDATION**

Staff recommends that the City Council approve this amendment with Global Payments Direct to secure better processing fee rates for Municipal Court credit card payments.

## CLIENT SATISFACTION OFFER

Merchant Name or DBA Name: CITY OF NORMAN, OK ("**Merchant**")

Merchant ID(s): 8788242977397, 8788242977399 ("**MID**" or "**MIDs**")

Date: May 28, 2025

Global Payments Direct, Inc. ("**Global Direct**"), a Global Payments company, values its merchant clients and strives to create mutually beneficial, long-term relationships with them. Accepting this offer will modify your Card Services Agreement (the "**Agreement**") with Global Direct in accordance with the adjustments listed below (the "**Amended Rates**"). Capitalized terms not defined herein shall have the meaning given in the Agreement.

### Amended Rates

Discount Rate: 0.790% Per Item: \$0.350. See side by side for additional savings

### Contract Term

The Amended Rates will become effective on the first day of the calendar month of the Effective Date so long as this Client Satisfaction Offer is executed and received by Global Direct by the 15<sup>th</sup> of the calendar month, otherwise the Amended Rates will be effective on the first day of the calendar month following the Effective Date. The Amended Rates remain subject to change as per the terms and conditions of the Agreement. All fees, rates, charges and other terms not otherwise revised per this Client Satisfaction Offer remain in full force and effect.

Merchant agrees to extend the term of the Agreement for 12 months from the last date of execution below (the "**Effective Date**"). This time period will be referred to as the "**Extended Term**". At the expiration of the Extended Term, the Agreement will automatically renew as per the terms of the Agreement for successive one-year periods (each a "**Renewal Term**", and collectively with the Initial Term and the Extended Term, the "**Term**").

Merchant agrees to pay the following account closure fees per terminating MID upon early termination of the Agreement: (a) \$000.00 if terminated with more than 12 months remaining in the Term; or (b) \$250.00 if terminated with 12 or fewer months remaining in the Term, or such portion of the foregoing as may be permitted by applicable law.

All other terms and conditions of the Agreement remain unchanged. This Client Satisfaction Offer and the details contained herein are confidential and may not be disclosed, displayed, or otherwise transmitted to any third party except to attorneys, accountants or other professional advisers as may be necessary to effect the purposes of this letter between the parties. By signing below, each party acknowledges that it has carefully read and fully understood this amendment, and each agrees to be bound by the terms of this amendment.

GLOBAL PAYMENTS DIRECT, INC.

CITY OF NORMAN, OK

Signed By: Chelsea Gurney  
F60F529437BB445...  
Name: Chelsea Gurney  
Title: Client Manager, Manager  
Date: June 4, 2025

Signed By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



CITY OF NORMAN MUNICIPAL COURT-C - NORMAN, OK

Rate review based on processing month:  
Rates subject to change.  
3 Locations Review

February-25

4/7/2025

Card Type	Charge Type	# Trans	\$ Sales	CURRENT RATES			PROPOSED RATES			Savings
				% Disc	Per Item	Total Fees	% Disc	Per Item	Total Fees	
AMEX	Qualified	1	53.00	1.528%	1.5700	2.38	0.790%	0.3500	0.77	1.61
AMEX	Qualified	1	100.00	1.530%	1.5700	3.10	0.790%	0.3500	1.14	1.96
AMEX	Qualified	13	566.00	1.512%	1.1638	23.69	0.790%	0.3500	9.02	14.67
AMEX	Qualified	16	3,333.00	1.511%	1.1200	68.29	0.790%	0.3500	31.93	36.36
DISC	Qualified	15	1,747.00	1.513%	1.1860	44.22	0.790%	0.3500	19.05	25.17
DSPM	Qualified	5	665.00	1.514%	1.1860	16.00	0.790%	0.3500	7.00	9.00
DSPP	Qualified	4	467.00	1.510%	1.0900	11.41	0.790%	0.3500	5.09	6.32
VISA	Qualified	7	1,398.00	1.524%	1.3643	30.86	0.790%	0.3500	13.49	17.37
VISA	Qualified	1	50.00	1.540%	1.5700	2.34	0.790%	0.3500	0.75	1.60
VIBS	Qualified	1	53.00	1.509%	1.0900	1.89	0.790%	0.3500	0.77	1.12
VIBS	Qualified	13	1,913.00	1.514%	1.2008	44.57	0.790%	0.3500	19.66	24.91
VIBS	Qualified	5	515.00	1.524%	1.3780	14.74	0.790%	0.3500	5.82	8.92
VDBT	Qualified	189	21,957.50	1.514%	1.1865	556.71	0.790%	0.3500	239.61	317.10
VDBT	Qualified	30	14,690.15	1.525%	1.3940	265.84	0.790%	0.3500	126.55	139.29
VDBT	Qualified	3	35.00	1.543%	1.5700	5.25	0.790%	0.3500	1.33	3.92
VDBT	Qualified	69	13,586.27	1.530%	1.5700	316.20	0.790%	0.3500	131.48	184.72
VDBT	Qualified	317	44,455.31	1.520%	1.2793	1,081.35	0.790%	0.3500	462.15	619.20
VDBT	Qualified	4	40.00	1.525%	1.5700	6.89	0.790%	0.3500	1.72	5.17
VISP	Qualified	99	13,746.50	1.517%	1.2403	331.32	0.790%	0.3500	143.25	188.07
VINF	Qualified	41	7,207.00	1.520%	1.2422	160.46	0.790%	0.3500	71.29	89.17
VIPP	Qualified	56	7,378.00	1.517%	1.2443	181.58	0.790%	0.3500	77.89	103.69
VIPP	Qualified	10	5,279.81	1.526%	1.4260	94.84	0.790%	0.3500	45.21	49.63
VIPP	Qualified	1	10.00	1.500%	1.5700	1.72	0.790%	0.3500	0.43	1.29
VIPP	Qualified	25	4,753.27	1.530%	1.5700	111.98	0.790%	0.3500	46.30	65.68
VISG	Qualified	10	1,622.77	1.521%	1.3300	37.98	0.790%	0.3500	16.32	21.66
VIBT	Qualified	2	276.00	1.511%	1.0900	6.35	0.790%	0.3500	2.88	3.47
VIBE	Qualified	2	161.00	1.528%	1.3300	5.12	0.790%	0.3500	1.97	3.15
VISB	Qualified	2	176.00	1.517%	1.3300	5.33	0.790%	0.3500	2.09	3.24
MC	Qualified	2	321.00	1.511%	1.0900	7.03	0.790%	0.3500	3.24	3.79
MCBS	Qualified	3	814.00	1.528%	1.4100	16.67	0.790%	0.3500	7.48	9.19
MCBS	Qualified	6	1,011.50	1.527%	1.4100	23.91	0.790%	0.3500	10.09	13.82
MDBT	Qualified	4	1,193.50	1.521%	1.3300	23.47	0.790%	0.3500	10.83	12.64
MDBT	Qualified	67	7,941.77	1.517%	1.2691	205.52	0.790%	0.3500	86.19	119.33
MDBT	Qualified	2	320.00	1.531%	1.5700	8.04	0.790%	0.3500	3.23	4.81
MDBT	Qualified	104	16,114.21	1.518%	1.2423	373.86	0.790%	0.3500	163.70	210.16
MCWC	Qualified	8	1,104.00	1.513%	1.1500	25.90	0.790%	0.3500	11.52	14.38
MWEL	Qualified	60	7,509.25	1.518%	1.2500	189.01	0.790%	0.3500	80.32	108.69
MCCE	Qualified	5	637.00	1.518%	1.3780	16.56	0.790%	0.3500	6.78	9.78
MCPP	Qualified	2	573.00	1.531%	1.5700	11.91	0.790%	0.3500	5.23	6.68
MCPP	Qualified	15	1,382.00	1.519%	1.4100	42.14	0.790%	0.3500	16.17	25.97
MCHV	Qualified	10	1,720.00	1.515%	1.1860	37.92	0.790%	0.3500	17.09	20.83
MBL5	Qualified	1	23.00	1.522%	1.0900	1.44	0.790%	0.3500	0.53	0.91
Fee	GP Fee - Risk Assessment Fee	1,231	186,898.81	1.241%	0.8716	3,392.51	0.350%	0.3500	1,085.00	2307.51
Fee	Settlement Funding Fee	1,231	186,898.81	0.870%	0.9074	2,743.02	0.350%	0.3500	1,085.00	1658.02
AMEX	Auth Fees	55	0.00	0.00%	0.1893	10.41	0.00%	0.1500	8.25	2.16
AMEX	Auth Fees	2	0.00	0.00%	0.3500	0.70	0.00%	0.1500	0.30	0.40
DISC	Auth Fees	45	0.00	0.00%	0.1876	8.44	0.00%	0.1500	6.75	1.69
DISC	Auth Fees	4	0.00	0.00%	0.3500	1.40	0.00%	0.1500	0.60	0.80
VISA	Auth Fees	1,196	0.00	0.00%	0.1995	238.57	0.00%	0.1500	179.40	59.17
VISA	Auth Fees	251	0.00	0.00%	0.3500	87.85	0.00%	0.1500	37.65	50.20
MC	Auth Fees	408	0.00	0.00%	0.1963	80.07	0.00%	0.1500	61.20	18.87
MC	Auth Fees	73	0.00	0.00%	0.3500	25.55	0.00%	0.1500	10.95	14.60
Fee	Batch Per Item Fee	1,231	0.00	0.00%	0.4645	571.79	0.00%	0.1000	123.10	448.69
Statement Totals		1,231	186,898.81			14,223.11			7,152.55	

TOTAL POTENTIAL MONTHLY SAVINGS

POTENTIAL YEARLY SAVINGS

PERCENTAGE SAVINGS

\$7,070.56

\$84,846.69

50%

This is a summary of proposed rate and fee changes

**File Attachments for Item:**

17. CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, REJECTION, AND/OR POSTPONEMENT OF RESOLUTION R-2324-131: RATIFYING CITY MANAGER'S DECLARATION OF EMERGENCY, AWARD OF BID 2425-61, AND APPROVAL OF CONTRACT K-2425-120 BY AND BETWEEN NORMAN UTILITIES AUTHORITY AND KRAPFF-REYNOLDS CONSTRUCTION COMPANY, INC IN THE AMOUNT OF \$748,550; PERFORMANCE BOND B-2425-66, STATUTORY BOND, B-2425-67, AND MAINTENANCE BOND MB-2425-51 FOR THE BISHOP CREEK EMERGENCY SEWER LINE REPAIR PROJECT AND BUDGET TRANSFERS AS OUTLINED IN THE STAFF REPORT





## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 06/10/2025

**REQUESTER:** Ken Giannone, PE

**PRESENTER:** Ken Giannone, PE, Capital Projects Engineer

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, REJECTION, AND/OR POSTPONEMENT OF RESOLUTION R-2324-131: RATIFYING CITY MANAGER'S DECLARATION OF EMERGENCY, AWARD OF BID 2425-61, AND APPROVAL OF CONTRACT K-2425-120 BY AND BETWEEN NORMAN UTILITIES AUTHORITY AND KRAPFF-REYNOLDS CONSTRUCTION COMPANY, INC IN THE AMOUNT OF \$748,550; PERFORMANCE BOND B-2425-66, STATUTORY BOND, B-2425-67, AND MAINTENANCE BOND MB-2425-51 FOR THE BISHOP CREEK EMERGENCY SEWER LINE REPAIR PROJECT AND BUDGET TRANSFERS AS OUTLINED IN THE STAFF REPORT

### BACKGROUND:

On May 7, 2025, Utilities Department Line Maintenance staff were advised that an 18-inch aerial sewer crossing over Bishop Creek in the general vicinity of 730 Stinson Street had failed and sewage was discharging into the creek. Due to the risk to the environment, temporary repairs were completed to prevent further sewage discharge, which eliminated the discharge for the short term. It did not, however, restore the structural integrity of the crossing.

Subsequent to completion of this temporary repair, NUA staff contracted with Garver Engineers under their current on-call contract with the City of Norman to prepare an expedited design to replace the existing, failed aerial crossing. The existing piers that supported the crossing were leaning, with further failure possible at any time, even under dry weather conditions. With additional rainfall forecasted, the possibility of complete failure was increasingly likely. For all of those reasons, Utilities Department staff proceeded with the emergency bidding of the project to construct permanent repairs, as authorized by the City Manager.

### DISCUSSION:

To immediately address the discharging sewer, staff mobilized several vendors to complete various necessary tasks. The following table below includes the vendors with a description of their work or task along with their associated cost.

VENDOR	DESCRIPTION	TOTAL COST
National Tank & Equipment	Bypass Pump Rental with Setup and Removal	\$3,888.00
ICM – Improved	18” Diameter Sanitary Sewer Plug	\$210.00
H&H Plumbing	Temporary Repair of Failed Sewer Line	\$9,902.00
<b>TOTAL ESTIMATED COST =</b>		<b>\$14,000.00</b>

For the permanent fix of the aerial crossing, Garver Engineers was tasked under On-Call Contract K-1920-59 for an expedited design. Garver Engineers prepared a plans for the repair/replacement for a fee not-to-exceed \$10,000. Staff incorporated the plans into the bidding documents for Bishop Creek Emergency Sewer Line Repair (Project WW0212) which were issued to ten (10) potential bidders on May 19, 2025 for emergency bid. Bids were required at 4:00 pm on May 20, 2025, and four (4) bidders submitted bids as summarized in the table below:

Bidder	Bid Amount
Krapff-Reynolds Construction Co., Inc.	\$748,550
Matthews Trenching Company, Inc.	\$1,297,000
Downey Contracting	\$1,461,598
Cimarron Construction Company	\$1,727,000

The lowest, responsible bid in the amount of \$748,550 was submitted by Krapff-Reynolds Construction Co, Inc. (KRCC), of Oklahoma City, OK. KRCC is an experienced sewer contractor who has performed satisfactorily on several recent projects for NUA. Staff recommended approval of the Bid. After receipt of executed documents from KRCC on May 22, 2025, an Emergency Work Order was issued to KRCC for work to begin immediately and to be completed within 45 days.

Funding for the temporary and permanent work will require two proposed transfer of funds:

1. From Sewer Maintenance Project FYE 2024, Construction (Account 32193338-46101; Project WW0337) in the amount of \$900,000 into Bishop Creek Aerial Sewer Line Replacement, Construction (Account 32193338-46101; Project WW0212).
2. From Sewer Maintenance Project FYE 2024, Construction (Account 32193338-46101; Project WW0337) in the amount of \$20,000 into Bishop Creek Aerial Sewer Line Replacement, Design (Account 32193338-46201; Project WW0212).

### RECOMMENDATION 1:

Staff recommends the NUA approve Resolution R-2425-131 ratifying the City Manager’s actions associated with the Emergency Declaration, including award of Bid 2425-61 and execution of contract K-2425-120 and the associated bonds necessary to make the emergency repairs.

### RECOMMENDATION 2:

Staff recommends the NUA approve budget transfers as outlined in the Staff Report.

## CONTRACT

THIS CONTRACT by and between the NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, hereinafter designated as the AUTHORITY, and Krapff-Reynolds Construction Co. 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 WW0212  
BISHOP CREEK EMERGENCY SEWER LINE REPAIR  
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:

Seven Hundred Forty-Eight Thousand, Five Hundred Fifty and No Cents Dollars \$748,550.00

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 within Forty-five days (45) 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:

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

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

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

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

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

10) No provision of this CONTRACT or of any such aforementioned documents shall be interpreted or given legal effect to create an obligation on the part of the AUTHORITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of the CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the AUTHORITY or in any way to restrict the freedom of the AUTHORITY to exercise full discretion in its dealing with the Contractor.

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

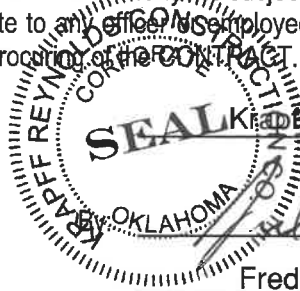
The following statement must be signed and notarized before this Contract will become effective.

STATE OF OKLAHOMA )

COUNTY OF OKLAHOMA )

I certify that I am the duly authorized agent of Krapff-Reynolds Construction Co., 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, employee of the AUTHORITY, any money or other thing of value, either directly or indirectly, in the procurement of the CONTRACT.



Krapff-Reynolds Construction Co.

(Bidder Company Name)

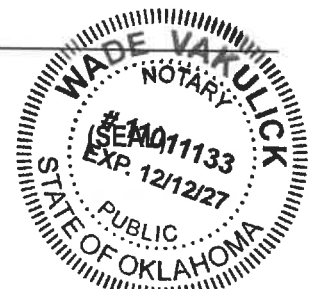
Fred L. Krapff, Vice-President

(printed/typed name and title)

Subscribed and sworn to before me this 22nd day of May, 2025.

Waide W. Vakulick  
Notary Public (or Clerk or Judge)

My Commission Expires: 12/12/27



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

DATED this 21<sup>st</sup> day of May, 2025

ATTEST

  
Corporate Secretary (where applicable)  
Witness

  
Krapff-Reynolds Construction Co.  
PRINCIPAL  
Signed:   
Authorized Representative

Fred L. Krapff, Vice-President  
Name and Title

(Corporate Seal) (where applicable)

Address: 2400 NE 4th St., Oklahoma City, OK 73117

Telephone: (405) 733-9682

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 3 day of June, 2025.


  
AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this 3<sup>RD</sup> day of

June, 2025

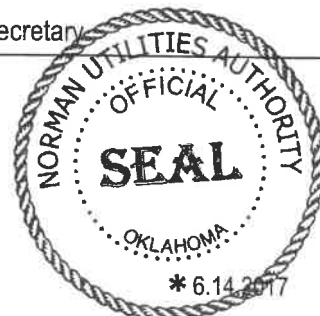
NORMAN UTILITIES AUTHORITY

By:

  
Title: ~~Chairman~~ CITY MANAGER

ATTEST

  
Secretary



Norman Utilities Authority  
 Project WW0212  
 Bishop Creek Emergency Sewer Line Repair

Contract K-2425-120  
 Bid No. 2425-61  
 B-2425-66

Bond No: 108224878

### PERFORMANCE BOND

Know all men by these presents that Krapff-Reynolds Construction Co., as PRINCIPAL, and Travelers Casualty and Surety Company of America, a corporation organized under the laws of the State of Connecticut, 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 Seven Hundred Forty-Eight Thousand, Five Hundred Fifty and No Cents Dollars (\$748,550.00), 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 WW0212  
BISHOP CREEK EMERGENCY SEWER LINE REPAIR  
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2425-120) with the AUTHORITY, dated 6-3-25 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 WW0212  
 Bishop Creek Emergency Sewer Line Repair

Contract K-2425-120  
 Bid No. 2425-61  
 B-2425-66

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 21<sup>st</sup> day of May, 20 25, 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 21<sup>st</sup> day of May, 20 25.

(Corporate Seal) (where applicable)

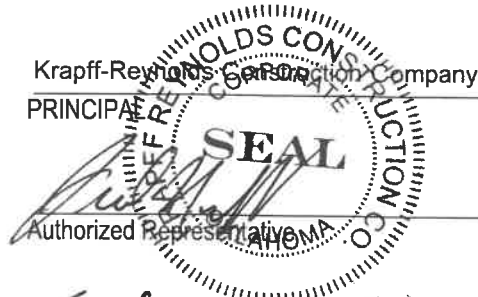
ATTEST

[Signature]  
 Corporate Secretary (where applicable)  
 Witness

Krapff-Reynolds Construction Company

PRINCIPAL

Signed:



Authorized Representative

Fred L. Krapff V-Pres  
 Name and Title

Address: 2400 NE 4th, Oklahoma City, OK 73117

Telephone: 405-733-9682

(Corporate Seal)

ATTEST

Callie Woodard  
 Corporate Secretary Callie Woodard

Travelers Casualty and Surety Company of America  
 SURETY

Signed:

[Signature]  
 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 WW0212  
 Bishop Creek Emergency Sewer Line Repair

Contract K-2425-120  
 Bid No. 2425-61  
 B-2425-66

### CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma )

)§

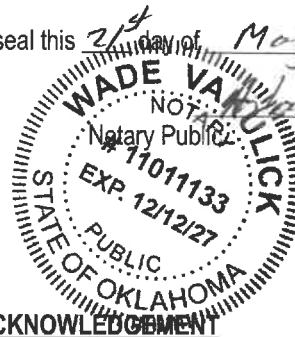
COUNTY OF Oklahoma )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of May,

20 25, by Fred L. Krapff, Vice-President of Krapff-Reynolds Const. Co.  
 Name and Title Contractor  
 an Oklahoma corporation, on behalf of the corporation.

WITNESS my hand and seal this 21<sup>st</sup> day of May, 20 25.

My Commission Expires: 12/12/27



### 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 3<sup>rd</sup> day of June, 2025.

[Signature]  
AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this 3<sup>rd</sup> day of  
JUNE, 2025.

NORMAN UTILITIES AUTHORITY

By:

Title:

[Signature]  
City Manager

ATTEST

[Signature]  
Secretary



Norman Utilities Authority  
 Project WW0212  
 Bishop Creek Emergency Sewer Line Repair

Contract K-2425-120  
 Bid No. 2425-61  
 B- 2425-67

Bond No: 108224878

### STATUTORY BOND

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

PROJECT WW0212  
BISHOP CREEK EMERGENCY SEWER LINE REPAIR  
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2425-120) with the AUTHORITY, dated 6-3-25 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 WW0212  
 Bishop Creek Emergency Sewer Line Repair

Contract K-2425-120  
 Bid No. 2425-61  
 B- 2425-67

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 21<sup>st</sup> day of May, 2025, 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 21<sup>st</sup> day of May, 2025.


(Corporate Seal) (where applicable)

ATTEST

  
 Corporate Secretary (where applicable)  
Witness

Krapff-Reynolds Construction Company  
 PRINCIPAL

Signed:

  
 Authorized Representative

Fred L. Krapff - V-Pres  
 Name and Title

Address: 2400 NE 4th, Oklahoma City, OK 73117

Telephone: 405-733-9682

(Corporate Seal)

ATTEST

Callie Woodard  
 Corporate Secretary Callie Woodard

Travelers Casualty and Surety Company of America  
 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



**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 3<sup>rd</sup> day of June, 2025.

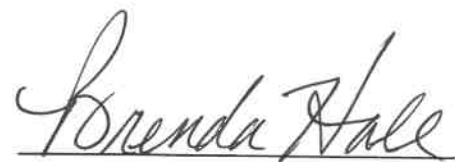
  
AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this 3<sup>RD</sup> day of  
JUNE, 20 25.

NORMAN UTILITIES AUTHORITY

By:   
Title: City Manager

ATTEST

  
Secretary





Norman Utilities Authority  
Project WW0212  
Bishop Creek Emergency Sewer Line Repair

Contract K-2425-120  
Bid No. 2425-61  
MB-2425-51

Bond No: 108224878

### MAINTENANCE BOND

Know all men by these presents that Krapff-Reynolds Construction Co., as PRINCIPAL, and Travelers Casualty and Surety Company of America, a corporation organized under the laws of the State of Connecticut, 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 Seven Hundred Forty-Eight Thousand, Five Hundred Fifty and No Cents Dollars (\$748,550.00), 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 WW0212  
BISHOP CREEK EMERGENCY SEWER LINE REPAIR  
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2425-120) with the AUTHORITY, dated 6-3-25 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 WW0212  
 Bishop Creek Emergency Sewer Line Repair

Contract K-2425-120  
 Bid No. 2425-61  
 MB-2425-51


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 21<sup>st</sup> day of May, 2025, 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 21<sup>st</sup> day of May, 2025.

(Corporate Seal) (where applicable)  
 ATTEST

  
 Corporate Secretary (where applicable)  
 Witness

Krapff-Reynolds Construction Company  
 PRINCIPAL

Signed:

  
 Authorized Representative

Fred L. Krapff V-Pres  
 Name and Title

Address: 2400 NE 4th, Oklahoma City, OK 73117

Telephone: 405-733-9682

(Corporate Seal)

ATTEST

Callie Woodard  
 Corporate Secretary Callie Woodard

Travelers Casualty and Surety Company of America

SURETY

Signed:

  
 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 WW0212  
 Bishop Creek Emergency Sewer Line Repair

Contract K-2425-120  
 Bid No. 2425-61  
 MB-2425-51

### CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma )

COUNTY OF Oklahoma )§

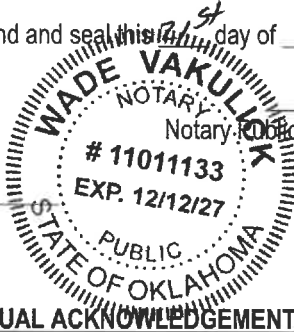
The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of May,

20 25, by Fred L. Kraft, Vice-President of Kraft-Reynolds Const. Co.  
 Name and Title

a n Oklahoma corporation, on behalf of the corporation.

WITNESS my hand and seal this 21<sup>st</sup> day of May, 20 25.

My Commission Expires: 12/12/27



### 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 WW0212  
 Bishop Creek Emergency Sewer Line Repair

Contract K-2425-120  
 Bid No. 2425-61  
 MB-2425-51

### 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 3<sup>rd</sup> day of June, 2025.

[Signature]  
 AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this 3<sup>rd</sup> day of  
JUNE, 2025.

NORMAN UTILITIES AUTHORITY

By:

Title:

[Signature]  
 City Manager

ATTEST

[Signature]  
 Secretary





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Deborah L. Raper** of **OKLAHOMA CITY, Oklahoma**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

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

*Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



*Anna P. Nowik*  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

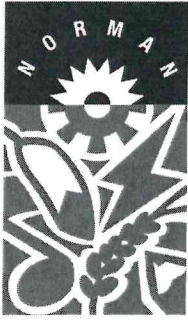
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025



*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**





# office memorandum

**DATE:** May 19, 2025

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

**FROM:** Nathan Madenwald, Utilities Engineer

**SUBJECT:** Emergency Declaration for Bishop Creek at Crossing Failure  
Generally at 730 Stinson (Flats Housing Complex)

On May 7, 2025, Line Maintenance staff were advised that an 18-inch sewer aerial crossing on Bishop Creek had failed and sewage was discharging into the creek. Due to the risk to the environment, the City Manager authorized emergency repairs to prevent further sewer discharge.

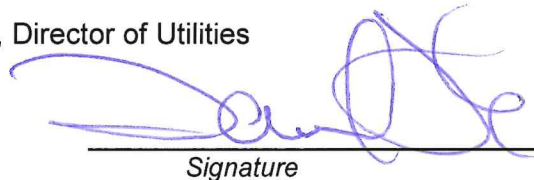
Under this declaration, staff received verbal bids to mobilize a contractor for an immediate, but temporary, reconnection of the piping. This work was completed by 10:00 pm on May 7, 2025, which eliminated the discharge but did not restore the crossing to a structurally functional crossing. Additionally, and in accordance with regulations, the Oklahoma Department of Environmental Quality and City of Norman Stormwater Quality were notified of the discharge.

Subsequent to this immediate fix, staff mobilized Garver Engineers under the current on-call contract to expedite a design to replace the existing, failed aerial crossing with bids to be received the week of May 19, 2025. The existing piers are currently leaning with further failure possible under normal weather conditions with risk even higher under wet weapther flow conditions for Bishop Creek. Further failure of the structure would result in a second discharge. Completing this project using emergency provisions is necessary to eliminate the risk of failure and to expedite the bidding and contract award process.

For the aforementioned reasons, Staff recommends the declaration of an emergency so that permanent repairs can be made as soon as possible to avoid further failure of the aerial crossing resulting in another unpermitted discharge into Bishop Creek.

Reviewed by: Chris Mattingly, Director of Utilities

5-22-25  
Date

  
Signature

☒ APPROVED  
☐ DISAPPROVED

BY: ☒ Darrel Pyle, City Manager  
☐ Shannon Stevenson, Assistant City Manager

Cc: City Council  
City Clerk  
Chris Mattingly, Director of Utilities  
Anthony Purinton, Assistant City Attorney  
Kenneth Giannone, Capital Projects Engineer





Item 17.

Location of  
Bishop Creek  
Sewer Aerial  
Crossing  
Repair

## WW0212 - Bishop Creek Emergency Sewer Line 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.

0 100 200 feet

May 27, 2025

— Aerial Crossing Sewer Repair

— Existing Gravity Sewer



249



R-2425-131

A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY RATIFYING CITY MANAGER'S DECLARATION OF EMERGENCY, AWARD OF BID 2425-61, AND APPROVAL OF CONTRACT K-2425-120 BY AND BETWEEN NORMAN UTILITIES AUTHORITY AND KRAPFF-REYNOLDS CONSTRUCTION COMPANY, INC., IN THE AMOUNT OF \$748,550; PERFORMANCE BOND B-2425-66, STATUTORY BOND B-2425-67, AND MAINTENANCE BOND MB-2425-51, FOR THE BISHOP CREEK EMERGENCY SEWER LINE REPAIR PROJECT.

- § 1. WHEREAS, the Norman Utilities Authority (NUA) owns an 18" sanitary sewer interceptor that crosses Bishop Creek via an aerial crossing in the general vicinity of 730 Stinson Street; and
- § 2. WHEREAS, on May 7, 2025, after several days of flooding rains, NUA staff learned that the 18" aerial sewer crossing had failed and was discharging sewage in Bishop Creek; and
- § 3. WHEREAS, discharging untreated sewage into a creek can cause environmental damage and is contrary to regulations promulgated by the State of Oklahoma Department of Environmental Quality; and
- § 4. WHEREAS, NUA staff, not possessing the materials, equipment or expertise to safely complete complex repairs to the aerial sewer stream crossing engaged a contractor to complete temporary repairs during the early evening hours of May 7, 2025; and
- § 5. WHEREAS, upon completion of the temporary repair, NUA staff contracted with Garver Engineering under the terms of their existing on call contract, Contract K-1920-59, to prepare an expedited design for permanent repair of the aerial sewer crossing; and
- § 6. WHEREAS, during these design efforts, Garver and NUA staff concluded that the existing failed piers, which supported the temporarily-repaired aerial crossing, were in danger of imminent total failure, especially if there is additional flooding in Bishop Creek; and
- § 7. WHEREAS, considering the risk to public health and safety, the City Manager declared an emergency on May 19, 2025, to allow staff to utilize expedited bidding procedures, pursuant to 61 O.S. § 130, for the permanent replacement of the failed 18" aerial sewer stream crossing; and
- § 8. WHEREAS, on the morning of May 19, 2025, emergency bidding documents, Bid No. B-2425-61, were issued to ten (10) potential bidders for this project, Project No. WW0212: Bishop Creek Emergency Sewer Line Repair; and
- § 9. WHEREAS, on May 20, 2025 at 4:00 p.m., NUA staff received and publicly opened four (4) bids, the lowest and best of which was submitted by Krapff-Reynolds Construction Co., Inc. of Oklahoma City, Oklahoma with a bid price of \$748,550.00; and
- § 10. WHEREAS, the City Manager, pursuant to his authority under Norman City Code, Section 12-203, executed contract K-2425-120 with Krapff-Reynolds Construction Co., Inc. and the associated bonds on an emergency basis so that emergency repairs could take place.

NOW, THEREFORE, BE IT RESOLVED BY THE NORMAN UTILITIES AUTHORITY:

- § 11. That the Norman Utilities Authority finds that the damage to the 18" sanitary sewer interceptor crossing Bishop Creek via an aerial crossing constituted a risk to the public health and safety, and, as such, ratifies the City Manager's declaration of emergency, dated May 19, 2025, pursuant to 61 O.S. § 130, issued in order to complete the necessary repairs to the failed crossing.
- § 12. That the Norman Utilities Authority finds that the City Manger's execution of agreements to make the repairs to the failed crossing were necessary to maintain operations of the NUA and protect public health and safety, and, as such, hereby ratifies the City Manager's execution of Contract K-2425-120 in the amount of \$748,550.00 with Krapff-Reynolds Construction Co., Inc., Performance Bond B-2425-66, Statutory Bond B-2425-67, and Maintenance Bond MB-2425-51.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Larry Heikkila, Chairman

ATTEST:

\_\_\_\_\_  
Secretary



# Norman Utilities Authority

## Bid Opening

Bishop Creek Emergency Sewer Line Repair

Contract No. K-2425-120 / Bid No. 2425-61

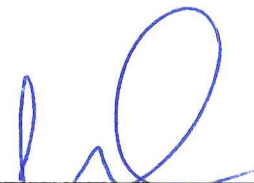
Bid Opening Date and Time – May 20, 2025 at 4:00 PM

Bid Opening Location – 225 N. Webster Avenue, Development Center,

Norman, OK

Bidder	Company	Base Bid
1	CIMARRON CONST. CO.	\$1,727,000.00
2	DOWNNEY CONTRACTING LLC.	\$1,461,598.00
3	KLAPPA REYNOLDS CONST. CO.	\$748,550.00
4	MATTHEWS TRENCHING	\$1,297,000.00
5		

UTILITIES  
BIDS OPENED BY CITY OF NORMAN PURCHASING

  
Signature

5/20/25  
Date

**File Attachments for Item:**

18. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2425-133: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN UTILITIES AUTHORITY, APPROPRIATING \$128,757.50 FROM THE CAPITAL FUND, FOR THE REHABILITATION OF THE WEST MAIN STREET BRIDGE OVER MERKLE CREEK AND \$95,952 FROM SANITATION FUND, FOR THE INSTALLATION OF SOLAR PANELS AT THE HOUSEHOLD HAZARDOUS WASTE FACILITY.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 06/10/2025

**REQUESTER:** Brenda Hall

**PRESENTER:** Brenda Hall, City Clerk

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2425-133: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN UTILITIES AUTHORITY, APPROPRIATING \$128,757.50 FROM THE CAPITAL FUND, FOR THE REHABILITATION OF THE WEST MAIN STREET BRIDGE OVER MERKLE CREEK AND \$95,952 FROM SANITATION FUND, FOR THE INSTALLATION OF SOLAR PANELS AT THE HOUSEHOLD HAZARDOUS WASTE FACILITY.

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# Resolution

R-2425-133

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN UTILITIES AUTHORITY, APPROPRIATING \$128,757.50 FROM THE CAPITAL FUND, FOR THE REHABILITATION OF THE WEST MAIN STREET BRIDGE OVER MERKLE CREEK AND \$95,952 FROM SANITATION FUND, FOR THE INSTALLATION OF SOLAR PANELS AT THE HOUSEHOLD HAZARDOUS WASTE FACILITY.

- § 1. WHEREAS, on May 13, 2025, Council approved Contract K-2324-95 with EightTwenty Oklahoma, L.L.C., for a total of \$95,952 for the installation of solar panels on top of the Household Hazardous Waste Facility; and
- § 2. WHEREAS, on May 27, 2025, Council approved Contract K-2425-112 with Redlands Contracting, L.L.C., in the amount of \$774,662.50 for the rehabilitation of the West Main Street Bridge over Merkle Creek Project, and \$128,757.50 will need to be appropriated from the General Fund, General Obligation Bond Balance.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AND THE TRUSTEES OF THE NORMAN UTILITIES AUTHORITY:

- § 3. That the following appropriations be made for the reasons stated above:

<u>Losing Account</u>	<u>Gaining Account</u>	<u>Amount</u>
Sanitation Fund (33-29000)	HHW Solar Facility (33955944-46101/SA0026)	\$95,952
Capital Fund GO Bond (50-29000)	West Main Street Bridge Rehabilitation Bond Project (50593352-46101/BP0)	\$128,757.50

PASSED AND ADOPTED this 10<sup>TH</sup> day of June, 2025.

\_\_\_\_\_  
Mayor/Chairman (Larry Heikkila)

ATTEST:

\_\_\_\_\_  
City Clerk/Secretary

