CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 11/10/2026

REQUESTER: Jeffery T. Jenson and Sheri J. Jenson

PRESENTER: AshLynn Wilkerson, Assistant City Attorney

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

BACKGROUND:

An encroachment request has been filed in the Office of the City Clerk by property owners, Jeffery Todd Jenson and Sheri Jo Jenson, requesting a Consent to Encroach into a drainage and utility easement at the above-described property.

DISCUSSION:

The application for the Consent to Encroach concerns the encroachment upon a City of Norman and Norman Utilities Authority (NUA) drainage and utility easement for a proposed retaining wall. The owner(s) are requesting that the retaining wall be allowed to encroach upon the existing drainage and utility easement located across the east side of the property.

A platted 20-foot drainage and utility easement exists along the east property line and will be encroached upon for the proposed retaining wall. The proposed retaining wall will encroach the easement by approximately 3.5-feet for about 60-feet of the total length of the easement.

The applicants have obtained a response from AT&T, Oklahoma Natural Gas, Oklahoma Gas & Electric, Cox Communications, and Oklahoma Electric Cooperative. The City and NUA have no facilities located in the easement to be encroached upon.

Staff has reviewed the application and the “hold harmless” clauses. From a legal perspective, it protects the City’s and the NUA’s concerns with respect to damage to the property owners’ property should the City and the NUA or other authorized entity be required to perform work within its easement. There are some conditions applied to this Consent to Encroachment as listed below:

1. The property owner(s), and property owners' heirs, successors, or assigns (hereafter collectively the "Owner Parties") shall be responsible for the cost to install or repair any damages to the City's utilities or infrastructure caused by any excavation, piering or other construction activities conducted by the Owner Parties or their agents;

2. The Owner Parties shall be required to apply for and receive any applicable permits prior to commencing work;

3. The Owner Parties shall be responsible for the cost the City and the NUA incurs to remove any retaining wall, patio, structure, curb, landscaping, and/or any other item if needed to maintain or repair NUA facilities;

4. The Owner Parties shall be hereby solely responsible for the cost to repair or replace any retaining wall, patio, structure, curb, landscaping, or any other item after such repair;

5. The Owner Parties hereby waive and release any claims against the City and the NUA for any damages to the residence and related improvements caused by failure or repair and maintenance of the City's and the NUA's facilities within the easement area;

6. Oklahoma Electric Cooperative and Oklahoma Natural Gas do not object to the encroachment. AT&T, Cox Communications, and Oklahoma Gas & Electric responded that it has facilities in the area but do not object to this request;

7. By encroaching on said easement, the Owner Parties release Oklahoma Electric Cooperative, Oklahoma Natural Gas, AT&T, Cox Communications, and Oklahoma Gas & Electric for any damages caused by any excavation by these utility companies for purposes of installing, maintaining or replacing the City's and the NUA's utility facilities within the easement area; and

8. Damages to Oklahoma Electric Cooperative, Oklahoma Natural Gas, AT&T, Cox Communications, and Oklahoma Gas & Electric facilities resultant from any current/future construction may carry possible financial charges to the Owner Parties.

The benefit to having the consent to encroach on file is that it is evidence of the property owners' understanding that, while the City and the NUA are allowing them to encroach upon the easement, the City and the NUA are not liable and will not be responsible for damage to the property owners' property in the event installation or maintenance has to be performed within the easement.

All necessary City departments have responded to this item and have no objection to the proposed Consent Agreement and Covenant, with the conditions stated therein. Please note that this Consent Agreement and Covenant concerns only the City's consent to encroach where a project is otherwise permissible under City Code. Further evaluation will occur once such an application has been submitted by applicants relating to this project.

RECOMMENDATION:

Based upon the above and foregoing, the City Attorney's office is forwarding the above Consent to Encroach, EN-2627-1, for Council consideration.